



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 20, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, November 20, 2018 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Proposed Revisions to the Mentor Protégé Program Guidelines - Ms. Melissa Lindler, MPA, Director of the Office of Business Opportunities
2. Update from the Black Expo - Mr. Darrin Thomas, President of Thomas Media Group
3. Fiscal Year 2019/2020 Budget Overview - Ms. Melisa Caughman, Budget & Program Management Director

EXECUTIVE SESSION

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

*SCE&G Franchise Agreement
Lamar Sign Lease*

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

*Dockless transportation (stand-up scooters)
Entity fees*



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

*Project Zion
Project Kline*

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the October 16, 2018 and November 6, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 8 THROUGH 16

8. Council is asked to approve the Renewal of Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone OnDemand, Inc., in the amount of \$53,531.12. This firm is located in Santa Monica, CA.

Funding Source: Program Management Office - Software License; 621895-627510. The original budgeted amount is \$53,531.12.

9. Council is asked to approve the purchase of Focus XI Body Camera Packages and Focus Xi Vehicle Integration Docks, as requested by the Police Department. Award to COBAN Technologies, in the amount of \$103,140.00. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Computer Equipment/Hardware-1012402-627500. The original budgeted amount is \$103,140.00.



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10. Council is asked to approve a Contract Renewal for Citywide Security Cameras, as requested by the Police Department. Award to Statewide Security Systems in an amount not to exceed \$114,000.00. This firm is located in Columbia, SC.

Funding Source: Police Administrative Services- Professional Services: 1012402-636600. The original budgeted amount is \$114,000.00.

This is the second and final year of the two one-year renewal options. The term of this renewal will be for October 15, 2018 to October 14, 2019.

11. Council is asked to approve the Purchase of GIS Annual Software Maintenance Services, as requested by the Information Technology Services Department. Award to Environmental Systems Research, using the General Services Administration Contract in the amount of \$62,833.54. This firm is located in Redlands, CA.

Funding Source: Geographic Information System - Maintenance & Service Contract; 5511121-638200 (\$39,658.54) Police Administrative Service - Maintenance & Service Contract; 1012402-638200 (\$3,300.00) Development Services - Maintenance & Service Contract; 1014101-638200 (3,400.00) Engineering - Maintenance & Service Contract; 5511706-638200 (\$4,600.00) Traffic Engineering - Maintenance & Service Contract; 1013203-638200 (2,225.00) Public Works Administration - Maintenance & Service Contract; 1011124-638200 (4,100.00) Utilities Wastewater Maintenance - Maintenance & Service Contract; 5516205-638200 (\$5,100.00) Utilities Wastewater Maintenance - Maintenance & Service Contract; 5516205-638200 (\$500.00). The original budgeted amount is \$62,883.54.

12. Council is asked to approve an Engineering Services Agreement for Project SS7450; Crane Creek Lower North Branch Capacity Upgrade Phase II, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$644,356.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS745001-658650. The original budgeted amount is \$750,000.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc., is the Mentor and will provide overall design and coordination of the entire project, including producing construction plans and specifications, project coordinating with all subcontractors, bid administration, and construction administration at 75% (\$485,310.00) of the contract value. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia SC is the Protégé and will provide project management, engineering services during construction, and periodic construction observation at 21.6% (\$139,246.00) of the contract value.

The following sub-consultants will provide additional services:



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Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will provide survey and utility mapping services at 1.55% (\$10,000) of the contract value.

Terracon Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at 1.52% (\$9,800) of the contract value.

13. Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05

First reading approval was given on November 6, 2018.

14. Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

First reading approval was given on November 6, 2018.

15. Resolution No.: R-2018-103 - Authorizing consumption of beer and wine only at First Thursday on Main Street

16. Resolution No.: R-2018-107 - Soda City Market (2019-2023)

PRESENTATIONS

17. Recognition of the 2018 Association of Public-Safety Communications Officials Award Recipients - Ms. Teresa Wilson, City Manager

Ms. Kizzy Dunlap, National Emergency Number Association Telecommunicator of the Year

Ms. Regina Goodwin, National Emergency Number Association Palmetto Award

18. Special Presentation for the Harlem Heights Project - Senator John L. Scott, Jr., S.C. Senate District 19, Richland County

19. National Apprenticeship Week Proclamation - The Honorable Stephen K. Benjamin

20. Global Entrepreneurship Week and Women's Entrepreneurship Day Proclamation - The Honorable Stephen K. Benjamin



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21. Recognition of Columbia Weighs In Challenge Winners - The Honorable Mayor Stephen K. Benjamin

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

22. MAJOR AMENDMENT to a PUD - 3319 Millwood Drive, TMS# 13804-03-09

Council District: 3 & 4

Proposal: Request to make a Major Amendment to a PUD-C

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 09/05/18; Deferred; 10/01/18; Approval (5-4)

RESOLUTIONS

23. Resolution No.: R-2018-105 - Release and Abandonment of a Portion of the City's Existing 10' Water Line Easement along a portion of Richland County TMS#23100-02-10; Lot 4, The Lakes at Barony Place, Phase 1 & a portion of Phase 2; CF#223-17 & CF#343-18
24. Resolution No.: R-2018-106 - Ratifying and Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and the State of South Carolina and the City Manager's execution of a Purchase and Sale Agreement documents to consummate the purchase of 2221 Devine Street, Richland County TMS #11312-02-03 and 11312-02-09
25. Resolution No.: Amending Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

ORDINANCES - FIRST READING



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26. Ordinance No.: 2018-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Kline City Center, portion of Richland County TMS #08912-13-02)
 27. Ordinance No.: 2018-067 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (BullStreet Mixed Use Residential and Retail Development, Richland County TMS #08912-13-02)
 28. Ordinance No.: 2018-066 - Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters
 29. Ordinance No.: 2018-070 - Authorizing the City Manager to execute a Lease between the City of Columbia and the State of South Carolina Department of Administration, Real Property Services for the lease of 2221 Devine Street

APPOINTMENTS

30. Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism.

OTHER MATTERS

31. Council is asked to approve the 2019 City Council Meeting Schedule.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Office of Business Opportunities

FROM: *Melissa Lindler, Office of Business Opportunities Director*

SUBJECT: Proposed Revisions to the Mentor Protégé Program Guidelines
- Ms. Melissa Lindler, MPA, Director of the Office of Business Opportunities

FINANCIAL IMPACT:

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Grow opportunities for entrepreneurship

The Office of Business Opportunities is recommending proposed changes to the Mentor Protégé Program based on feedback received from Mentor Protégé Program (MPP) participants and the MPP Advisory Committee. All of the suggested changes are made in an effort to make the program more effective and efficient in meeting the needs of MPP program participants and the City of Columbia.

ATTACHMENTS:

- **#a:** MPP Revisions Memo 2018 (002) (PDF)
- **#b:** MPP Guidelines' Proposed Changes 11.12.18 (PDF)



Office of Business Opportunities

1225 Lady Street, Columbia, South Carolina 29201 • Phone: 803-545-3950 • Fax: 803-255-8912

To: Erika Moore, City Clerk

From: Melissa L. Lindler, OBO Director

CC: Missy Gentry, Assistant City Manager

Date: November 12, 2018

Re: 2018 Mentor Protégé Program (MPP) Revisions

The Office of Business Opportunities is recommending changes to the Mentor Protégé Program (MPP). The office has held numerous meetings throughout the year to ensure input from all program participants. Focus group meetings were held separately for Protégés (3/26/18) and Mentors (3/27/18) to discuss possible changes and to solicit feedback. These meetings were well attended and there was a great deal of conversation regarding the program requirements.

The MPP Advisory Committee met on July 19, 2018 to discuss the results of the focus group meetings. On September 10, 2018 a chart of the recommendations, the revised guidelines, and the minutes from the Advisory Committee were provided to all program participants. An additional meeting with the Advisory Committee was held on November 8, 2018 to finalize the changes. The proposed changes below have been made in an effort to make the program more efficient in meeting the needs of program participants and the City.

Page 7

Remove Centralized Bidder Registration “Bidder Online” System and replace with current ebid System.

Page 9

Remove Centralized Bidder Registration “Bidder Online” System and replace with current ebid System.

Add language to allow the Protégé percentage to be increased based on the project above the 20% minimum.

Page 10 & 11

Mentors can request an additional Protégé under both professional and construction services on a case-by-case basis if their primary Protégé is overextended.

Under professional services, Protégés may now have two (2) teams in place at any time within each of the five project divisions:

- Water Treatment
- Waste Water Treatment
- Water Distribution
- Waste Water Collection
- Storm Water

Under construction services, Protégés may now have two (2) teams in place at any time within each of the two project divisions:

- Water Line
- Water Plant

Page 12

Any arbitration/mediation required must be in accordance with the City of Columbia's contract agreement and be held in the State of South Carolina.

Mentors and Protégés must comply with the City of Columbia's prompt payment requirement.

MPP teams must bid/submit on at least one project within a fiscal year or they may be removed from the program.

Any approved Mentor or Protégé that does not actively form a team within a year may be removed from the program.

Page 13

The Implementation Plan will be reviewed and approved by the OBO Compliance staff prior to the issuance of the Notice of Award.

Page 14

Any change orders/contract amendments required on a MPP Project, the Protégé must be notified prior to the request for approval and given the opportunity to provide services. Additionally, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Page 15

In regards to MPP or Protégé Lead Projects, there is no minimum dollar amount required for the Mentor.

Page 16

Graduating Protégés will not have to wait 30 days to form a new team.

Page 17

Added language to indicate that suspension or termination may also be recommended due to MPP participant's failure to pay subcontractors/subconsultants in a timely manner in accordance with the City of Columbia's prompt payment requirement.

The City may also suspend/terminate a firm from any future City projects in accordance with the City's debarment or suspension policy.

The Mentor, Protégé, or team will have the opportunity to demonstrate that corrective actions have been made.

Assistant City Manager(s) responsible for oversight and implementation of MPP will recommend suspension/termination, with the final approval by the City Manager.

The Office of Business Opportunities' Compliance Division, in collaboration with Columbia Water, will schedule and conduct a MPP project completion (exit) interview at the close of every MPP project.

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The term limits for MPP Advisory Council members will be four (4) years. Inactive members will be replaced after one year. Current members may serve as ex-officio members after four (4) year term.



CITY OF COLUMBIA

OFFICE OF BUSINESS OPPORTUNITIES

MENTOR-PROTÉGÉ PROGRAM GUIDELINES

REVISED ~~2015~~ November 2018



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CITY OF COLUMBIA MENTOR-PROTÉGÉ PROGRAM 2014 GUIDELINES

INTRODUCTION:

The City of Columbia 2006 Disparity Study listed water and sewer construction as an area of potential development and opportunity for small, woman and minority-owned businesses. This program provides a strategy to increase the viability of small, minority and woman-owned businesses via participation in capital improvement projects. The City of Columbia through a Mentor-Protégé Program will assist Minority, Woman-owned businesses and Small Business Enterprises (M/W/SBE's) by having a goal of 40-% of CIP ~~Utilities and Engineering~~ Columbia Water projects to be designated to the program. Within the Mentor Protégé Program the Columbia Water will utilize firms that operate in the following areas in Professional Services: 1) Water Treatment 2) Waste Water Treatment 3) Water Distribution 4) Waste Water Collection and 5) Storm Water. In Construction Services, the firms will operate in the following areas: 1) Water Line (WL) Division and/or 2) Water Plant (WP) Division. The program will implement industry specific training, mentoring and collaboration.

The Mentor-Protégé Program was developed in 2008 in partnership with the City of Columbia, the Office of Business Opportunities, the Columbia Water, and the SC Minority Business Enterprise Center (SCMBEC) to provide the City of Columbia with an additional option for obtaining opportunities for M/W/SBE firms to develop and expand in all areas of water/sewer construction. The program offers an opportunity to increase skills and gain experience in a construction situation to both less experienced M/W/SBEs positioned for training, operational, assistance, increased bonding capacity and financial competitiveness and established M/W/SBEs working to increase their present technical knowledge. This will be accomplished through three types of project structures: (1) Mentor-Protégé Projects; (2) Protégé Lead Projects; and (3) Protégé Only Projects.

The relationship between Mentor and Protégé is voluntary. The foundation of a mentor-protégé relationship is trust. In order to achieve their mentoring goals, the Mentor and the Protégé must collaboratively develop and agree to a Mentor-Protégé Business Plan that is fitting for both parties. The plan will identify the program goals they want to achieve through the effort.

The City does not guarantee that each team will be awarded a contract. Construction Service contracts will be awarded to the lowest (sealed bid) responsive and responsible bidder. Professional Service Contracts will be awarded based on qualifications.

BENEFITS TO THE CITY OF COLUMBIA:

- Enhances the capability of M/W/SBEs to compete for city contracts.
- Encourages private sector relationships/joint ventures and expands efforts of the Office of Business Opportunities and Office of Business Opportunities, Compliance Division's to identify and respond to the development needs of M/W/SBEs.
- Provides an avenue for historically disadvantaged Americans to achieve entrepreneurial success and contribute to the strength, energy and tax base of the City of Columbia's economy.
- Increases employment opportunities.

DEFINITIONS:

Below are general definitions.

Local Business- Have a place of business located in the Columbia-Newberry Combined Statistical Area ("CSA") - These counties are: Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County.

Mentor - A contractor (general or mechanical) or construction manager who counsels a M/W/SBE on how to fully perform items of work and advises them on their professional growth over a period of time through participation in the Mentor-Protégé Program.

Minority - A lawful permanent resident of the United States who is a Black American, a Hispanic American, an Asian-Pacific American, a Native American, or an Asian-Indian American.

Minority Business Enterprise (MBE) - A business firm which is 51% owned and controlled by one or more minorities.

Protégé - A M/W/SBE who receives help, guidance, training, and support from a mentor who has a high level of operational experience in construction and/or Engineering. One who is trained or whose professional growth is guided by a mentor in conjunction with the Mentor-Protégé Program.

Small Business Enterprise (SBE) - A concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation that it is bidding on government contracts, and is qualified as a small business in its primary NAICS code under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121.

Women Business Enterprise (WBE) - A business firm which is 51% owned and controlled by one or more women.

Water Line (WL) Division Projects - Water Line projects that would require a WL License which includes construction work on water mains, water service lines, sewer mains, sewer lines, and sewer manholes.

Water Plant (WP) Division Projects - Water Plant projects that would require a WP License which includes all classifications and sub classifications necessary for the construction of water treatment and wastewater treatment facilities, water storage tanks, lift stations, pumping stations and appurtenances to water storage tanks, lift stations, and pumping stations.

PROGRAM OBJECTIVE:

The immediate objectives of the Mentor-Protégé Program are to provide M/W/SBE's with assistance and operational strategies that will improve their ability to compete in water-sewer and other construction projects of the City of Columbia. The City also seeks to increase the capacity and number of local firms competing for water/sewer capital improvement projects. The ultimate objective of the program is to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms.

SPECIFIC OBJECTIVES FOR THE PROTÉGÉ:

- Opportunity to increase capacity.
- Opportunity to increase skill sets in water and sewer projects.
- Opportunity to increase business capital.
- Opportunity to increase bonding capacity.
- Opportunity to increase gross revenues.
- Opportunity to increase net earnings.
- Opportunity to increase credit rating.
- Opportunity to increase longevity and viability both during and after participation in the program.

APPLICATION PROCESS:

All contractors (including general engineers or mechanical engineers) or construction managers that want to participate in this program shall have an approved application on file with the Office of Business Opportunities, Compliance Division.

Candidates for this program are required to declare at their time of application their intention to participate as either a Mentor or Protégé. Current Mentors who have successfully completed a project in the Mentor Protégé Program will be able to remain a Mentor. Upon the revision approval date of this policy, applicants will not be permitted to participate as both a Mentor and a Protégé in the Mentor Protégé Program.

Candidates must submit all forms that are required for the application process in order for a firm's application to be reviewed. For a detailed list of Forms that are required please review page 19.

Mentor and Protégé Applications and Protégé Assessments can be obtained from the Office of Business Opportunities, Compliance Division, and must be approved in advance of any participation in the Mentor-Protégé Program. The applications are to be submitted to the Office of Business Opportunities, Compliance Division.

Each Mentor-Protégé team will, collaboratively, develop a Business Plan that addresses the strategic and tactical steps designed to help the Protégé achieve its objectives. The Business Plan may reflect any additional items that the Mentor or Protégé feels may be necessary to properly support the Protégé in accordance with the Mentor-Protégé Agreement.

The Office of Business Opportunities, Compliance Division, will determine whether to authorize the Mentor-Protégé Agreement based on a review of the proposed Mentor-Protégé Business Plan and the individual strengths and weaknesses of the two parties.

Business plans will be reviewed by the Office of Business Opportunities (OBO) to assess the needs of the protégé prior to approval. The Office of Business Opportunities (OBO) will assist both Mentors and Protégés with business planning process. The completed business plan will be submitted to the Office of Business Opportunities (Compliance Division) for review and approval prior to acceptance into the program. A copy of the approved business plan will be provided to the OBO.

Annual and Quarterly Reports will be submitted to and reviewed by the Office of Business Opportunities.

IN ORDER TO BE CONSIDERED FOR THE PROGRAM, THE PROTÉGÉ SHALL MEET THE FOLLOWING CRITERIA:

- Protégés' average over the last three (3) tax years of annual gross receipts in water and sewer projects must be under:
 - \$ 3.5 Million for professional services and/or
 - \$ 5 Million for construction services
- Established office location for a minimum of 1 year in the Columbia-Orangeburg-Newberry Combined Statistical Area ("CSA")- These counties are: Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County.
- Have at least one year's cumulative experience on similar projects.
- Have a good safety record as measured by OSHA criteria.
- Submit financial compilations from a CPA for the three (3) most recent tax years specifically highlighting gross revenues from the firm's water and sewer projects.
- Possess a current Contractor's (general or mechanical), Engineer's, or Architect's license to perform in South Carolina, or be qualified as a Construction Manager pursuant to Title 40, Chapter 11 of the Code of Laws of South Carolina.
- Have all necessary and current state and local licenses including a current City of Columbia business license.
- Provide certifications (state/federal) with program application, and include proof of certification. (Certifications are not required; but any certifications must be turned in with application to Compliance)
 - Certification will be verified by the Office of Business Opportunities, Compliance Division during application review.
 - For example: OSMBA Certification (Office of Small and Minority Business Assistance) and/or SCDOT DBE, SBE, DVBE Certification
- Be a registered Vendor with the City of Columbia's ~~Centralized Bidder Registration (CBR) "Bidder Online" System. Applicants must submit their CBR registration number for their application to be complete~~ [ebid System](#).
- Designate the individual from the company with binding authority to enter the Mentor-Protégé Agreement (this individual may be a principal (owner) or officer of the company).
- Declare at the time of application whether it is your intention to participate as a Mentor or Protégé. Upon the 2014 revision approval date of this policy, applicants will not be permitted to participate as both a Mentor and a Protégé in the Mentor Protégé Program.

ADDITIONALLY, PROTÉGÉS WILL ALSO HAVE TO DO THE FOLLOWING:

- Designate the individual from the company with binding authority to enter the Mentor-Protégé Agreement (this individual may be the project manager, principal of the company, etc.).

- Protégés in Construction Services who perform work that requires a License must commit to obtain a W.P. (Water Plant) and/or W. L. (Water line) certification within one (1) year of application.

PROTÉGÉ RESPONSIBILITIES:

- Pledge the time, personnel, and resources required for a successful relationship.
- Make substantial progress in implementing the business decisions developed during the course of the relationship.
- Provide complete up-to-date information on the business, including development plans, work in progress, and status of bids.
- Provide updated Financial Statement from a CPA that includes total Gross Annual Receipts annually.
- Routinely communicate with the Mentor to discuss issues and situations encountered.
- The Protégé shall not relinquish managerial or administrative control to the Mentor.
- Communicate progress issues or problems encountered to the Office of Business Opportunities, Compliance Division, as soon as possible after the concerns are identified.

IN ORDER TO BE CONSIDERED A MENTOR IN THE MENTOR-PROTÉGÉ PROGRAM, AN APPLICANT SHALL MEET THE FOLLOWING CRITERIA:

- Mentors' average over the last three (3) tax years of annual gross receipts in water and sewer projects must equal or exceed:
 - \$ 3.5 Million for professional services and/or
 - \$ 5 Million for construction services within water & sewer projects.
- Possess a current Contractor's (general or mechanical), Engineer's, or Architect's license to perform in South Carolina, or be qualified as a Construction Manager pursuant to Title 40, Chapter 11 of the Code of Laws of South Carolina.
- Have a good safety record as measured by OSHA criteria.
- Have the necessary skills and resources to guide and train the Protégé. Demonstrate a willingness to provide developmental assistance that will enhance the ability of the Protégé to perform in a new area of operation.
- Demonstrate experience with previous minority, women and/or small business enterprise programs.
- Completion of a minimum 5 water & sewer projects.
- Submit financial compilations from a CPA for the three (3) most recent tax years specifically highlighting gross revenues from the firm's water and sewer projects.
- Provide certifications (state/federal) with program application, and include proof of certification. (Certifications are not required; but any certifications must be turned in with application to Compliance)

- Certification will be verified by the Office of Business Opportunities, Compliance Division during application review.
- For example: OSMBA Certification (Office of Small and Minority Business Assistance) and/or SCDOT DBE, SBE, DVBE Certification
- Be a registered Vendor with the City of Columbia's ~~Centralized Bidder Registration (CBR) "Bidder Online" System. Applicants must submit their CBR registration number for their application to be complete~~ [ebid System](#).
- Designate the individual from the company with binding authority to enter the Mentor-Protégé Agreement (this individual may be a principal (owner) or officer of the company).
- Declare at their time of application your Firm's intention to participate as either a Mentor or Protégé. Upon the revision approval date of this policy, applicants will not be permitted to participate as both a Mentor and a Protégé in the Mentor Protégé Program.

MENTOR RESPONSIBILITIES:

- Mentors are required to designate a minimum of 20-% of the total contract amount to the Team's Protégé selected for the project. [Depending on the project, the minimum percentage may be increased at the discretion of the City and will be included in the solicitation.](#) Mentors are required to send in an explanation with their Implementation Plan if they assign less than 20% of the total contract amount. Note: A Mentor Protégé Program Project may consist of the Mentor Protégé Team as well as other named Protégés that will be utilized as subcontractors for the project. However, subcontractors that are also protégés DO NOT count toward the 20% minimum for requirement. The Protégé team member must self-perform a minimum of 50% of their portion of work.
- Provide updated Financial Statement from a CPA that includes total Gross Annual Receipts in water and sewer annually.
- Carefully select staff member(s) to assign to the program that provide mentoring to the protégé.
- Routinely communicate with the Protégé to review the Protégé's growth, improvements in staff knowledge and expertise, financial management and profitability, and technical assistance needs, and to discuss issues and situations encountered by the Protégé.
- Introduce Protégé to various business resources, including banking, bonding, suppliers, management, and business industries.
- Communicate progress issues or problems encountered to the Office of Business Opportunities, Compliance Division, as soon as possible after the concerns are identified.

JOINT VENTURES FOR MENTORS:

The City of Columbia will allow joint ventures to apply and participate as Mentors in the Mentor Protégé Program. In order for a joint venture to be considered as a Mentor, the following requirements must be met:

- (1) Submit a complete Mentor Application and fulfill all other Mentor requirements.
- (2) A fully executed joint venture agreement must be provided with the Mentor application. Note that the City will not draft, review, or approve any agreements, give advice regarding the structure of agreements, nor be a party to the agreement.
- (3) Each joint venture firm must meet all of the requirements of a Mentor, with the exception of gross receipts in water and sewer projects. Each firms' gross receipts in water and sewer may be combined to meet the minimum gross receipt requirement.
- (4) The joint venture is still required to designate a minimum of 20% of the total contract amount to the Team's Protégé selected for the project.

If a joint venture is approved as a Mentor in the Mentor Protégé Program, the joint venture will be considered the prime contractor. The contract will be the responsibility of the joint venture.

MENTOR AND PROTÉGÉ TEAM REQUIREMENTS:

PROFESSIONAL SERVICES

Mentors ~~and Protégé~~ are limited to one (1) Team*¹ in place at any time within each of the five (5) type project divisions. Protégés may have two (2) teams in place at any time within each of the five (-5) project divisions:

1. Water Treatment
2. Waste Water Treatment
3. Water Distribution
4. Waste Water Collection
5. Storm Water

*¹ Protégés can have more than one Mentor if there is a shortage of available Protégés to team with. This request must be submitted to the Compliance Staff and must be approved by the Director of the Office of Business Opportunities. In the event that a Protégé is overextended the Mentor can request an additional Protégé on a project-specific case-by-case basis in an area that they already have an approved Protégé.

The project division(s) must be declared in the application.

CONSTRUCTION SERVICES

Mentors ~~and Protégés~~ are limited to one (1) Team^{*21} in place at any time within each of the two (2) type-project divisions. Protégés may have two (2) teams in place at any time within each of the two (2) project divisions.

1. Water Line (WL)

1.2. Water Plant (WP)

For specific information about the two divisions above please review page 5 for the full definition. The project division(s) must be declared in the application.

BOTH PROFESSIONAL SERVICES AND CONSTRUCTION SERVICES

A Mentor Protégé team agreement cannot exceed four (4) years. After four (4) years, the Mentor and Protégé must choose another firm form a new team in each division (previous teams can form in a new division). Once a teaming agreement has expired, the Protégé can continue to perform with that Mentor as a subcontractor in addition to the new protégé.

- ~~Mentor Protégé Teams approved prior to the 2014 revised policy will be required to re-submit the 2014 updated eligibility information that is required indicating a Protégé for each of the divisions.~~ The Mentor also must notify any Protégé in a dissolved team by giving them 30 days' written notice. This notice is to be shared with the Office of Business Opportunities.
- Collaborate, Coordinate and Submit the following reports as a Team, jointly, to Compliance Staff:
 - One Quarterly Report (Form 708) per team (due 10th day of: January, April, July, and October)
 - Annual Report (due: July 1st each year) -Consists of:
 - Updated Business Plan (one per team) (Form 706ps (for professional services) or Form 706cs (for construction services)
 - Updated Company Profile (one per Firm) (Form 707)
 - Updated Financial Statement from a CPA that includes total Gross Annual Receipts. (one per Firm)

^{*1} ~~Protégés can have more than one Mentor if there is a shortage of available Protégés to team with. This request must be submitted to the Compliance Staff and must be approved by the Director of the Office of Business Opportunities. In the event that a Protégé is overextended the Mentor can request an additional Protégé on a project-specific case-by-case basis in an area that they already have an approved Protégé.~~

- Demonstrate a willingness to comply with the Mentor-Protégé Program.
- Schedule and attend all quarterly developmental meetings.
- Meet all deadlines for furnishing information required under the Mentor Protégé Program.
- Demonstrate responsiveness and a willingness to work together and be open to the possibility of creating teaming agreements or joint ventures.
- Hold the City of Columbia, including its employees, or agents harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.
- Document and maintain copies of communications between the Mentor and Protégé.
- Developmental team meetings shall be held at least quarterly. The Protégé should discuss with the Mentor the efforts to implement the Business Plan and the subsequent results.
- Arbitration/Mediation must be in accordance with the City of Columbia's contract agreement, including either option must and be held in the State of South Carolina.
- Mentors and Protégés must comply with the City of Columbia's prompt payment requirement.
- MPP Teams must bid/submit on at least one project within a fiscal year or they may be removed from the program.
- Any approved Mentor or Protégé that does not seek to actively form a team within a year may be removed from the program.

While not a requirement, Mentor-Protégé Teams are encouraged to work together on projects outside of the City of Columbia.

THE BUSINESS PLAN:

The Business Plan may include, but is not limited to, the following:

- A statement demonstrating the commitments of the Mentor and Protégé to the Program.
- A description of the anticipated goals.
- Strategies to receive certifications.
- A description of the resources and/or manpower the Mentor and Protégé are going to commit to the program, including timelines and milestones.
- A description of the Protégé's business operations.
- A description of the Protégé's current contracts/subcontracts.
- Potential resources to be used for bonding, insurance, financing, technical assistance, etc.
- Bonding and insurance strategies.
- Safety programs.
- Financing strategies.

- Work scheduling methods.
- Projections / pro forma for next three years of projects to be performed by team and by protégé separate from team.
- Marketing and bidding capabilities.
- Equipment acquisitions.
- A description of any training requested by the Protégé. Such training may include project planning, OSHA regulations, field operations, bonding, management skills, technical skills, acquisition of capital and strategic planning.
- Business Plans will be updated and resubmitted annually to the Compliance Division as a part of the Annual Report by July 1st of each year.

The specific items of the Business Plan should be reviewed to develop a course of action for any necessary corrections. Additionally, the Protégé should discuss the firm's current needs and concerns. The Protégé shall send quarterly reports to the Office of Business Opportunities, Compliance Division.

The Office of Business Opportunities (OBO) will assist both Mentors and Protégés with business planning process. The completed business plan will be submitted to the Office of Business Opportunities (Compliance Division) for review and approval prior to acceptance into the program. A copy of the approved business plan will be provided to the OBO.

MPP Teams are required to recertify annually by updating the business plan and sending in a current Financial Statement from a CPA to include total Gross Annual Receipts specifying water and sewer revenues from the most recent tax year.

Neither the Office of Business Opportunities, Compliance Division, nor any potential participants are bound by the requirements of this program until such time as the Mentor-Protégé Business Plan signature sheet is signed by the Mentor, the Protégé, and the Director of the Office of Business Opportunities, Compliance Division.

By acceptance of the Mentor-Protégé documents and signature on the Business Plan Agreement, the Office of Business Opportunities, Compliance Division, commits to creating a program environment supportive of the objectives of the Mentor Protégé Program. Staff members of the Office of Business Opportunities, Compliance Division, will be proactively involved in helping the mentoring effort.

MENTOR-PROTÉGÉ IMPLEMENTATION PLAN:

As required by a project's solicitation documents, the Mentor-Protégé team must complete a Mentor-Protégé Implementation Plan for review and approval to the Compliance Division at the time of bid opening. [The Implementation Plan will be reviewed and approved by the OBO Compliance staff prior to the issuance of the Notice to Proceed/Notice of Award.](#)

Note: A Mentor Protégé Program Project may consist of the Mentor Protégé Team as well as other named Protégés that will be utilized as subcontractors for the project. However, subcontractors that are also protégés DO NOT count toward the 20% minimum for requirement. The Protégé team member must self-perform a minimum of 50% of their work.

The Mentor-Protégé Implementation Plan should address, at a minimum, the following:

- How the Mentor and the Protégé intend to work together on the designated project.
- How the goals specified in the MPP Business Plan will be implemented via work on the project.
- Proposed manpower and resources from both the Mentor and the Protégé that are required for the project.
- The amount of work to be performed by each participant of the MPP team.
- How the team will comply with the requirements of the Program for the duration of the project.
- The amount awarded to the Protégé for this specific project. Please note this amount is required to be at a minimum of 20% of total contract cost. (Total contract cost is the total contract amount to the City of Columbia)
- List all Subcontractors utilized on the project with the following information
 - Contact Name
 - Address
 - Phone Number
 - Notate if they are an Approved participant in the Mentor Protégé Program
 - Who will the Subcontractor be reporting to
 - How much with the Subcontractor be paid
 - What will their duties be on this project
- Any changes to the Implementation Plan will require written notice to Compliance staff and an updated Implementation Plan submitted for approval.

CHANGE ORDERS

If any change orders/contract amendments are required on a MPP project, the Protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

THREE TYPES OF PROJECT STRUCTURES:

Columbia Water will identify projects that will be implemented through the Mentor Protégé Program. Once a project is identified as a Mentor Protégé project, only Mentor-Protégé teams can compete for that project. The contract documents for each City opportunity identified as part of the Mentor-Protégé Program will include a

project provision entitled “Mentor-Protégé Program.” Participation in the Mentor-Protégé Program may be listed as a factor in the determination of responsiveness and/or responsibility. In all Mentor-Protégé Program contracts the Protégé must self-perform a minimum of 50% of their portion.

Public Solicitations, i.e.: Invitation for Bids (IFBs) and/or Request for Proposals (RFPs) will require the Mentor-Protégé Team to be approved prior to submittal date. Teams not approved prior to this date will be deemed Non-Responsive.

Mentor-Protégé Project (traditional) - Mentors are the Prime Contractor on these projects and are required to award a minimum of 20% of the total contract price to the Protégé. [There is no minimum dollar amount required for the Mentor.](#)

Protégé Lead Projects - The Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé will manage and facilitate the project having direct contact with the City, with the assistance of the Mentor. The protégé must have a minimum of 51% of the total contract awarded. [There is no minimum dollar amount required for the Mentor.](#)

Protégé Only Projects - Protégés in an approved Mentor Protégé team may compete for Protégé only projects. These projects will be chosen by Columbia Water as well. Protégés will manage and facilitate the project with mentorship from the mentor. There is no requirement that the Mentor receive a portion of the contract award.

MENTOR-PROTÉGÉ PROGRAM PROJECT’S PAY APPLICATION:

A Form 100 will be required to be submitted with each Pay Application for a Mentor Protégé Program Project. Compliance Staff will review each Pay Application for approval.

PROTÉGÉ GRADUATION:

Current Protégés will be required to graduate after eight (8) years from the 2014 Guideline release date. New Protégé Firms, that become active into the program after the release date, will have eight (8) years from the date in which they were approved as a Protégé.

Current Protégé’s will be required to submit documentation to determine if they have reached Mentor status. Applications will be reviewed by Compliance Staff. The Mentor and Protégé will receive a Certificate of Completion when the Protégé graduates.

Protégés may also be considered for graduation if the firm’s annual gross receipts in water and sewer exceed the Protégé maximum guidelines for three (3) consecutive years.

In order for a Protégé that has graduated from the program to be considered a Mentor, the Protégé must apply as a Mentor and meet all of the Mentor requirements.

Mentors are permitted to establish a new Mentor Protégé Program Team, in each of the divisions, upon graduation.

VOLUNTARY TERMINATION FROM THE MENTOR-PROTÉGÉ PROGRAM:

The MPP Agreement is intended to foster a long-term relationship that exceeds the duration of the program. There may be many reasons why an Agreement and Business Plan between the Mentor and the Protégé cannot be completed. If either the Mentor or the Protégé wants to terminate the Agreement, the Mentor and/or Protégé shall submit notification to the Office of Business Opportunities, Compliance Division, in writing stating the reasons why the Mentor Protégé Agreement is to be dissolved. According to the Mentor Protégé Program agreement, a party that decides to dissolve a team relationship is may be required to give the other party a 30 day notice, at the discretion of the Director of the Office of Business Opportunities.

The 30-day notice does not apply to Protégés who are graduating before the 2022 graduation date. However, the Protégé must submit a written notification to their Mentor and the Compliance Office before submitting a Mentor application.

CITY MAY TERMINATE OR SUSPEND FIRMS & TEAMS FROM THE MENTOR-PROTÉGÉ PROGRAM:

The Office of Business Opportunities (OBO) and Columbia Water may recommend to the City Manager suspension or termination of the Mentor, Protégé and/or Mentor Protégé team based upon its observance of the Mentor/Protégé relationship. A staff recommendation of suspension or termination may be a result of poor workmanship, project completion delays, safety concerns, damage to public/private property, noncompliance with program guidelines and/or administration such as required documentation and/or any action/activity that would hinder the quality of the project. Suspension or termination may also be recommended due to failure to pay subcontractors/subconsultants in a timely manner in accordance with the City of Columbia's prompt payment requirement. Additionally, the City may also suspend/terminate a firm from any future City projects in accordance with the City's debarment or suspension policy found in Appendix G of the Procurement Regulations. The Mentor, Protégé, or team will have the opportunity to demonstrate that corrective actions have been made, however if satisfactory terms are not met suspension/termination will be recommended.

All suspensions and/or terminations will be reviewed by the Advisory Committee. Ultimately, the Director of the Department of Utilities and Engineering will determine suspension and/or termination. the Assistant City Manager(s) responsible for the oversight and implementation of the Mentor Protégé Program will recommend suspensions and/or terminations. The City Manager will have final approval of all suspensions and terminations.

MENTOR-PROTÉGÉ EVALUATION:

In addition to quarterly and annual evaluations for required reports, the Office of Business Opportunities will send out a survey semi-annually to firms that are approved Mentors and Protégés in order to give feedback on the Mentor Protégé Program.

The Office of Business Opportunities' with the Compliance Division, in collaboration with Columbia Water, will schedule and conduct a MPP Project Completion (exit) interview at the close of every MPP Project. The interview will be standardized in format and designed to address all requisites of the MPP Program, as well as the business and project implementation plan.

MENTOR PROTÉGÉ PROGRAM ADVISORY COUNCIL:

The City Manager will establish a Mentor Protégé Program Advisory Council that will consist of nine (9) to eleven (11) mentor and protégé firms in both construction and professional services. This Council will serve in an advisory capacity only.

The Council will provide input to the city regarding the administration of the program, help establish and review annual program goals, make recommendations to assist the program in meeting its stated goals, and assist the city manager or council in any additional requests that may be deemed necessary.

The council will provide an annual report to council highlighting the program's performance based on its stated goals. The Council will meet as needed, but at least semi-annually. The term limits for Advisory Council members will be four (4) years. Inactive members will be replaced after one year. Current members may serve as ex-officio members after four (4) year term.

OFFICE OF BUSINESS OPPORTUNITIES:

The Office of Business Opportunities (OBO) will assist both Mentors and Protégés with business planning process. OBO will also offer technical assistance and training to help build the capacity of Protégés. Protégés will have the opportunity to work one on one with OBO personnel to develop and implement business plans required by the Mentor Protégé Program. Additional technical assistance will be available to help develop business plans for participants overall as well as financial management, and construction training. Annually, OBO staff will meet with MPP Participants to discuss status of team relationships.

LIABILITY DISCLAIMER:

This program is designed to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms. The assistance provided by the Office of Business Opportunities, Compliance Division, and the Mentors is to encourage and offer advice and opportunities to perform on projects so that the M/W/SBE firms can gain the experience necessary to grow their businesses. The success of the program is not guaranteed, but it is hoped that an opportunity will be provided for success.

Furthermore, the relationship between the Mentor and the Protégé is voluntary. Any decisions made by M/W/SBE firms will be the responsibility of the firms. The Mentor and the Protégé must agree to hold the City of Columbia, including its employees and agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of the program.

The Mentor Protégé Program does not create a contractual relationship between the City and Protégé. The Protégé remains a subcontractor of the Mentor and does not have any other status. The Mentor Protégé Program is not intended to, and does not, make the Protégé an intended third party beneficiary of any agreement between the City and Mentor/Prime Contractor.

I. GUIDELINES

701 Mentor-Protégé Program Guidelines

II. APPLICATIONS

FOR NEW APPLICANTS AND/OR FIRMS THAT NEED TO BE RECERTIFIED

A. MENTOR APPLICATION

702ps Mentor Application for
Professional Services OR

702cs Mentor Application for
Construction Services

707 Company Profile

B. PROTÉGÉ APPLICATION

703ps Protégé Application for OR
Professional Services

703cs Protégé Application for
Construction Services

704ps Protégé Assessment for
Professional Services OR

704cs Protégé Assessment for
Construction Services

707 Company Profile

C. TEAM APPLICATION

705 Mentor-Protégé Agreement

706cs Mentor-Protégé Business
Plan for Construction
Services OR

706ps Mentor-Protégé Business
Plan for Professional
Services

III. REPORTING

A. INDIVIDUAL FIRM REPORTS

ANNUAL REPORTING- (Due the 1st
of July)

707 Company Profile AND

Financial Statement from a CPA- to
include Gross Annual Receipts for water &
sewer projects from the most recent 3 tax
years

B. TEAM REPORTS

QUARTERLY REPORTING- (Due
the 10th of Jan., April, July & Oct.)

708 Mentor-Protégé Quarterly
Report

ANNUAL REPORTING- (Due the 1st
of July)

706cs Mentor-Protégé Updated
Business Plan for
Construction Services OR

706ps Mentor-Protégé Updated
Business Plan for
Professional Services

C. PROJECT SPECIFIC REPORTS

709 Mentor-Protégé Implementation
Plan OR

709po/pl Protégé Implementation Plan

100 Payment Application

200 Change Order Request

CONTACT INFORMATION

COMPLIANCE (MPP/SOP/LBE) CONTACT:

Ayesha Driggers
Compliance Administrator
Office of Business Opportunities
Compliance Division
P. O. Box 147
1136 Washington Street 5th Floor, Suite 503
Columbia, SC 29217
(803) 545-3049 (Office)
(803) 413-6752 (Cell)
(803) 988-8199 (Fax)
ayesha.driggers@columbiasc.gov

Juliet Nelly
Program Compliance Specialist
Office of Business Opportunities
Compliance Division
P. O. Box 147
1136 Washington Street
5th Floor, Suite 503
Columbia, SC 29217
(803) 545-4185 (Office)
(803) 988-8199 (Fax)
juliet.nelly@columbiasc.gov



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Update from the Black Expo - Mr. Darrin Thomas, President of Thomas Media Group

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Fiscal Year 2019/2020 Budget Overview - Ms. Melisa
Caughman, Budget & Program Management Director

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: SCE&G Franchise Agreement
Lamar Sign Lease

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: Dockless transportation (stand-up scooters)
Entity fees

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Project Zion
Project Kline

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the October 16, 2018 and November 6, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_10_16_2018_D (PDF)
- **#b:** MN_11_06_2018_D (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 16, 2018

WORK SESSION - 3:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, October 16, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 3:14 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine and The Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

CITY COUNCIL DISCUSSION

1. State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director

Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director said we have been vigorously transitioning to the State Health Plan. Our health care claims are at \$25 million and are projected to be \$32 million in fiscal year 2018/2019 and our OPEB liability is increasing. We looked at options to help restrain that. We looked at the State Health Plan, because it is a similar network with similar benefits. It's a recruiting and retention tool, because other municipalities and agencies are members of the State Health Plan. We are looking for some savings from fixed costs. This option allows us to continue to provide health care for our active employees, pre-65 retirees, post-65 retirees, and their dependents. We will be locked in for four years and several plans are available. Individual participants may see changes in their experience. She presented a list of the benefits that must be offered. We will start the plan year on January 1, 2019. We are communicating with employees and sending mailers to retirees. She reviewed the 2019 premiums for active employees as set by PEBA.

Councilor Rickenmann said we have never shown employees the true value of healthcare, because we are supplementing families and dependents, both retired and active. We are able to maintain that with this plan. We are somewhat leveling out our long-term liability. We've achieved partially what we were trying to get done without disrupting the whole process. It is important for people to understand our costs.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

Ms. Teresa Wilson, City Manager suggested that the information be shared with employees at the upcoming benefit enrollment sessions.

Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director explained that PEBA determines retiree eligibility, not the City of Columbia. Eligibility is based on the years of service contributed to the state retirement system. If someone retired from the City with health benefits, they may potentially qualify for a subsidy. If not, they will be assessed the full unsubsidized amount. We have to notify everyone who was ever employed with the City and we may be obligated to offer coverage. We are required to provide access to insurance for retirees, but we have the ability to determine premiums. She reviewed the premiums for pre- and post-65 retirees. Starting in November 2018, we will hold new group enrollment sessions. Meetings will be held for retirees on November 5 and 20, 2018. The open enrollment is mandatory. Supporting documentation is required for any dependent being added to coverage. We will eliminate the Wellness Incentive Program and all money must be spent by the end of this year.

Ms. Teresa Wilson, City Manager introduced Mr. John Stuart as the new administrator for Municipal Court.

Mr. John Stuart, Municipal Court Administrator said I worked at the Columbia Police Department for two years right after college. I've worked in virtually all areas of the criminal justice field. I'll be working with all stakeholders of the court system.

2. Commercial Revolving Loan Fund Code Revisions - Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities

Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities explained that the revisions are necessary due to a recent amendment made to the Economic Development Administration (EDA) regulations in January 2018. The purpose of the Commercial Revolving Loan Fund (CRLF) is to foster economic development and job creation in the City of Columbia. The funds provide GAP financing and require bank participation. Between 2015 and 2018, we've funded ten loans in the total amount of \$1,449,500. The current available balance is \$348,870.66. She reviewed the three significant amendments to EDA regulations. Based on our last reporting period, we received an initial rating of "A". Of the eight southern states, only 38% received this rating. She reviewed twelve (12) proposed changes to the CRLF Code Sections 8.2.8, 8.2.9, 8.3.3, 8.7.2, 8.8, 8.10.3, 8.14, 8.15.1, and 8.18.1(a).

Councilor Rickenmann suggested adding language to section 8.18.1 that gives us the ability to use an asset to enhance another business or to help someone jump start a business.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 16, 2018

Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities continued to review the proposed changes to sections 8.18.1(c/iv) and 8.18.3.

Councilor Rickenmann suggested using the word commitment instead of leverage.

Ms. Melissa Lindler, MPA, Director for the Office of Business Opportunities said leverage is in the regulations. She agreed to use “leverage and/or commitment”. She continued to review the proposed changes to section 8.18.5. The ordinance will be revised prior to second reading. Council is asked to approve the proposed changes during today’s evening meeting. The proposed changes will be reflected in our five-year plan that is due to the Economic Development Administration.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:30 p.m. for the discussion of **Items 3** through **5** as amended to add the discussion of a Zoning Text Amendment to **Item 5**.

3. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Employee Health Center*
 - *Lower Richland Sewer Agreement*
 - *Towing Contract*
 - *Soda City*
 - *19/20 CDBG Allocation*
 - *Alvin S. Glenn Detention Center*
 - *River Alliance*

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



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

5. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S. C. Code
- *Tameka Price v. City*
 - *Len Roberson v. City*
 - *Clarence Campbell and Alice Campbell v. City*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, October 16, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:15 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine and The Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda subject to changing the title for Item 29 to National Fire Prevention Month.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 16, 2018

APPROVAL OF MINUTES

6. Council is asked to approve the September 18, 2018 City Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve the September 18, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 7 THROUGH 28

Mr. Clint Shealy, PE, Assistant City Manager for Columbia Water explained that **Item 23** is a contact amendment for professional services for our AMI project. We are in negotiations with the most responsive proposal for implementation services and construction. This is for professional oversight on the construction administration and observation services on the \$43 million project.

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 7 through 28**.

7. Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson during the upcoming rounds of Base Realignment and Closure (BRAC) and Sequestration, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC. *Funding Source: ED Special Projects 5518419-638500. The original budgeted amount is \$53,500.00. - Approved*
8. Council is asked to approve a Fiscal Year 2018/19 Contract Renewal for Assistance with Cluster Development, Project Management, Promotions, Marketing and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of \$65,000.00. This firm is located in Columbia, SC. - *Funding Source: Special Contracts 5511301-638300. The original budgeted amount is \$65,000.00. - Approved*
9. Council is asked to approve a Fiscal Year 2018/2019 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC. - *Funding Source: Special Contracts 5511301-638300 - The original budgeted amount is \$72,000.00. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

10. Council is asked to approve the Renewal for Elevator Maintenance Services, as requested by the Support Services Division. Award to Southern Elevator in an amount not to exceed \$59,520.00. This firm is located in West Columbia, SC. - *Funding Source: Parking Lincoln Street Deck - Maintenance & Service Contract; 5313112-638200, Utilities Lake Murray Water Plant - Maintenance & Service Contract; 5516207-638200, General Support Services - Maintenance & Service Contract; 1011201-638200, Support Service Public Building - Maintenance & Service Contract; 5511219-638200, Parking Taylor Street Deck - Maintenance & Service Contract; 5313107-638200, Parking Sumter Street Park - Maintenance & Service Contract; 5313106-638200, Parking Arsenal Hill Deck - Maintenance & Service Contract; 5313103-638200, Parking Lady Street Deck - Maintenance & Service Contract; 5313104-638200, Parking Washington Street Deck - Maintenance & Service Contract; 5313108-638200, Utilities Metro Wastewater Plant - Maintenance & Service Contract; 5516208-638200, Parking Park Street Deck - Maintenance & Service Contract; 5313109-638200, Parking PJ Cannon Deck - Maintenance & Service Contract; 5313114-638200, Drew Wellness Center - Maintenance & Service Contract; 1015115-638200, Police Administrative Services - Maintenance & Service Contract; 1012402-638200, The original budgeted amount is \$59,520.00. - Approved*
11. Council is asked to approve Personnel Assessment, Testing and Promotional Services, as requested by the Police Department. Award to Industrial / Organizational Solutions in an amount not to exceed \$73,170.00. The vendor is located Oak Brook, IL. - *Funding Source: Police Administrative Services - Professional Services 1012402-636600. The original budgeted amount is \$75,000.00. - Approved*
12. Council is asked to approve the Renewal of Hewlett Packard Support Services, as requested by the Information Technology Services Department. Award to Hewlett Packard Enterprise using the SC State Contract 44000011431 in the amount of \$63,531.48. This firm is located in Palo Alto, CA. - *Funding Source: Information Technology - Maintenance & Service Contract 1011120-638200. The original budgeted amount is \$63,531.48. - Approved*
13. Council is asked to approve the Renewal for Banner CIS Support Services, as requested by the Budget and Program Management Office. Award to Hansen Technologies in the amount of \$103,915.54. This firm is located in Columbia, SC. - *Funding Source: Program Management Office - Maintenance and Service Contract 6218950-638200. The original budgeted amount is \$103,915.54. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

14. Council is asked to approve the Rental of a Portable Ice Rink, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00. This firm is located in Miami, FL. - *Funding Source: Recreation Programs-Special Projects - Ice Rink 1015106-638518. The original budgeted amount is \$115,000.00. - Approved*

15. Council is asked to ratify the Ice Rink Management Services Agreement and the First Amendment to the Ice Rink Management Services Agreement, as requested by the Parks and Recreation Department. Award to Columbiana Centre, LLC in the amount of \$5,000.00. This firm has a local office in Columbia, SC. *Funding Source: 1015106-638518 - Approved*

16. Council is asked to approve a Contract Amendment #6 for Project SS7328(18) for On-Call Services, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$100,000.00. This firm is located in Columbia, SC. *Funding Source: 55111706-SS7328(18)-638305 Engineering-Spc Contract W/S, SW. The original budgeted amount is \$100,000.00. - Approved*

17. Council is asked to approve a Contract for Project WM4434; Water System Improvements at Northgate Mobile Home Park, as requested by Columbia Water. Award to Southern Roots Landscape Management, LLC in an amount not to exceed \$103,384.00 which includes contingency. This firm has a local office in Columbia, SC. - *Funding Source: 5529999-658650. The original budgeted amount is \$106,145.00. – Approved*

This is a Protégé Only Project. Southern Roots Landscape Management., Inc. with headquarters in Marietta, GA and a local office in Columbia, SC is the Protégé and will provide waterline services at 94% (\$87,784) of the contract value.

Sub-contractor NAPM of Greenville, SC will provide paving and hauling services at 6% (\$5,600) of the contract value.

18. Council is asked to approve an Agreement for Project SS7468; Three Rivers Force Main Replacement, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$116,625.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS7468-658650 Water & Sewer Capital Projects - Three Rivers Force Main Replacement - Capital Project Costs. The original budgeted amount is \$75,000.00. Additional funds will come from 5529999-SS728801-658650 Unforeseen & Miscellaneous Projects. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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This is a Clean Water 2020 Program Project and Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, engineering design, permitting services, bidding services, and construction administration at 67.2% (\$78,300.00) of the total contract value. Carper Civil Consulting, Minority Business Enterprise (Woman) of Charleston, SC is the Protégé and will provide engineering design at 20% (\$23,325.00) of the contract value.

Sub-consultant Construction Support Services of Hopkins, SC will provide survey and property easement services at 12.8% (\$15,000.00) of the contract value.

19. Council is asked to approve a Contract for Project #SS7444-02; Saluda River Pump Station Control Manhole Platform Repair Services, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a Minority Business Enterprise (Woman) in an amount not to exceed \$176,954.00. This firm is located in Irmo, SC. - *Funding Source: 2539999-638400 (FEMA Grants Control / 2015 Oct Flood Recovery). The original budgeted amount is \$176,954.00. - Approved*

The following sub-consultants will provide additional services:

Sanders Welding of Newberry, SC will provide structural steel at 27% (\$40,000) of the contract value.

Capital Concrete of Lexington, SC will provide concrete at 2% (\$3,500) of the contract value.

20. Council is asked to approve a Sole Source for the Water Chemical Blended Phosphate-Corrosion Inhibitor, as requested by Columbia Water. Award to Carus Corporation in an amount not to exceed \$230,000. The firm is located in Belmont, NC. *Funding Sources: Utilities Columbia Canal WTP-Chemicals 5516206-624800, Utilities Lake Murray WTP-Chemicals 5516207-624800. The original budgeted amount is \$230,000.00. - Approved*

21. Council is asked to approve Agreements for Project SS733702; Utility Relocations for Rocky Branch Phase 2, as requested by Columbia Water. Award to South Carolina Electric & Gas for a total amount of \$406,400.00. This firm is located in Columbia, SC. *Funding Source: 5529999-658650. The original budgeted amount is \$406,400.00. - Approved*

This is a Clean Water 2020 Program Project.

22. Council is asked to approve a Contract for Project #SD8389; Devils Ditch Joint Maintenance Services, as requested by Columbia Water. Award to L-J, Inc., in an amount not to exceed \$567,889.85. This firm is located in Cayce, SC. - *Funding Source: Fiscal 2018/2019; 5549999-658650. The original budgeted amount is \$567,889.85. - Approved*

Sub-consultant L.A. Barrier & Son, Inc., a Minority Business Enterprise (Woman) of Lexington, SC will provide paving and hauling services at 19% (\$101,747.09) of the contract value.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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23. Council is asked to approve Contract Amendment #2 for Project WM4354; Professional Services Agreement for Automated Meter Reading and Automated Meter Infrastructure Feasibility Study, Project Management, and Related Support Services, as requested by Columbia Water. Award to CH2M Hill Engineers in the amount of \$1,735,097.00. This firm is located in Columbia, SC. - *Funding Source: Water and Sewer Budget; 5529999-WM4354-658650. The original budgeted amount is \$1,735,097.00. - Approved*

The following sub-consultants will provide additional services:

Atlantic South Consulting Services, a Minority Business Enterprise of Columbia, SC will provide assistance with system evaluation, feasibility study, and project management services at 12% (\$208,098.00) of the contract value.

Rohadfox Construction Control Services Corporation of Columbia, SC will provide project management services at 11% (\$189,979.00) of the contact value.

24. Council is asked to approve three Indefinite Delivery Contracts for the Sewer Mapping Program Project for fiscal year 2018/2019, as requested by Columbia Water. Award to AECOM Technical Services, Inc., Vaughn & Melton Consulting Engineers, Inc., and Hydrostructures, P.A. for an additional \$250,000.00 and a total amount not to exceed \$750,000.00. - *Funding Source: Sewer Maintenance; 5516205-SS7304-638305. The adjusted budgeted amount is \$750,000.00. - Approved*

This is a Clean Water 2020 Program Project.

AECOM Technical Services, Inc. has headquarters in Los Angeles, CA and a local office in Columbia, SC. AECOM proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole data collection services. DESA, Inc. is located in Columbia, SC.

Vaughn & Melton Consulting Engineers, Inc. has headquarters in Middlesboro, KY and a local office in Spartanburg, SC. Vaughn & Melton proposes to utilize Construction Support Services, LLC (MBE) as a sub consultant to provide traffic control services. Construction Support Services, LLC is located in Hopkins, SC.

Hydrostructures, P.A. has headquarters in Pittsboro, NC and a local office in Cayce, SC. Hydrostructures proposes to utilize DESA, Inc. (MBE) as a sub consultant to provide manhole inspection services and Civil Engineering of Columbia as a sub consultant to provide surveying services. CEC is located in Columbia, SC.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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25. Council is asked to ratify nine (9) Emergency Procurements for the repair of waterlines, roadways, meter relocations throughout the City, and column damage at Police Headquarters, as requested by Columbia Water and Support Services. Award to the lowest responsive bidder for each project in a total amount of \$2,024,233.96. - *Funding Source: Engineering and Special Projects - 5511706-638500 (\$155,750.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$86,440.00) ; General Capital Projects - Professional Services- 4039999-636600 (\$313,144.71); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$409,415.00); Engineering and Special Projects- 5511706-638500 (\$99,160.05); Engineering and Special Projects- 5511706-638500 (\$570,896.70); Engineering and Special Projects- 5511706-638500 (\$46,250.00); Water & Sewer Capital Projects- Capital Projects Cost- 5529999-658650 (\$326,177.50); General Support Services - Maintenance & Service Contract - 1011201-638200 (\$17,000.00). The original budgeted amount is \$2,024,233.96. - Approved*
26. Council is asked to approve a Contract for Project WM3993; Water System Improvements on Covenant Road and Harrison Road, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., in an amount not to exceed \$2,667,270.00, which includes a \$200,000.00 contingency. This firm is located in West Columbia, SC. - *Funding Source: 552999-WM399301-658650. The original budgeted amount is \$2,667,270.00. - Approved*
- This is a Mentor Protégé Program Project. The Mentor, Carolina Tap & Bore, Inc., will provide services at 46% (\$1,147,270.00) of the total contract value. Northeast Backflow of Lugoff, SC is the Protégé and will provide piping installation services at 25% (\$620,000) of the total contract value.*
- The following sub-contractors/suppliers will provide additional services/materials:*
- Fortiline Waterworks of Lexington, SC will provide materials services at 26% (\$650,000) of the contract value.*
- AOS Specialty Contractors of Lexington, SC will provide services at 2% (\$50,000) of the contract value.*
27. Ordinance No.: 2018-052 - Granting an encroachment to Ashish Thakkar and Rita Thakkar for installation and maintenance of landscaping and an irrigation system within the right of way areas of the 2000 block of Gervais Street and 1100 block of Harden Street adjacent to 2020 Gervais Street, Richland County TMS #11406-12-04 - *First reading approval was given on October 2, 2018. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

28. Resolution No.: R-2018-100 - Authorizing consumption of beer and wine only at the Palmetto Place Palooza Charity Fundraiser on Sunday, October 28, 2018 in the 1600 block of Blanding Street adjacent to the Robert Mills House and Hampton Preston Mansion - *Approved*

PRESENTATIONS

29. National Fire Prevention Month Proclamation - The Honorable Stephen K. Benjamin

Mayor Benjamin and the Columbia City Council proclaimed October 2018 as National Fire Prevention Month in the City of Columbia.

30. National Cyber Security Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the Columbia City Council proclaimed October 2018 as National Cyber Security Awareness Month in the City of Columbia.

31. National Pregnancy and Infant Loss Remembrance Month - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the Columbia City Council proclaimed October as National Pregnancy and Infant Loss Remembrance Month in the City of Columbia.

Ms. Kristi Bothur, Co-Founder of Naomi's Circle thanked the members of Council for the proclamation. It is believed that one out of every four pregnancies ends in loss. Our daughter Naomi died in my nineteenth week of pregnancy over nine years ago. I no longer miss the baby that she was, but I do miss the fourth grader she would've been this fall. I miss my other four children in heaven the same way. Pregnancy loss is not only a women's issue. It is a family issue and a community issue.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

OTHER MATTERS

32. Benedict College-Homecoming Tiger Jam Hospitality Tax Funding Request

Councilor Duvall asked that Council not approve the request, because it is out of cycle; the funds are for a performer at a homecoming at a college in the City of Columbia; and it's on a form for 2019, but it's for a 2018 event. The Council needs to be disciplined in not funding requests out of cycle.

Mayor Benjamin said this is an important event. We've seen some incredible things happen at Benedict College. It is one of the largest HBCUs in the country and they are on track to do some amazing things under the leadership of Dr. Rosalyn Clark Artis. This event will bring thousands of people to Columbia. It is a major event and it is a small piece of the puzzle and that's why I advanced the request. The technical issues can be easily addressed.

Councilor Rickenmann said for the last ten to twenty years, these requests never come in at the appropriate time. We need to hold some feet to the fire. It puts others at a disadvantage.

Mayor Benjamin said this is out of cycle, because I suggested that they make the request.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted three (3) to two (2) to approve the Benedict College-Homecoming Tiger Jam Hospitality Tax funding request in the amount of \$10,000.00. Voting aye were Mr. McDowell, Mr. Davis, and Mayor Benjamin. Voting nay were Mr. Rickenmann and Mr. Duvall.

33. Council is asked to approve the establishment of a neighborhood-wide 25 mph speed limit in the Shandon Neighborhood, as requested by the Public Works Department.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to approve the establishment of a neighborhood-wide 25 mph speed limit in the Shandon Neighborhood.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

34. Community Development Block Grant Disaster Recovery Action Plan Amendment Number Three - Ms. Gloria Saeed, Community Development Director

Ms. Gloria Saeed, Community Development Director requested approval of substantial amendment number three for our Community Development Block Grant Disaster Recovery Program. The amendment includes changes to the Hazard Mitigation Grant Program local cost share match program and the elimination of CDBG program income contribution of one million dollars to the Minor Repair Program. The public comment period expires on October 19, 2018. We are seeking Council's approval to submit the substantial amendment three to the Department of Housing and Urban Development once the comment period ends.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the Community Development Block Grant Disaster Recovery Action Plan Amendment Number Three for submission to the United States Department of Housing and Urban Development.

35. State Health Plan Update - Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director

Ms. Pamela Benjamin, CPM, Chief of Staff / Human Resources Director explained that in an effort to manage costs and provide quality health care to our active employees and retirees, City Council authorized us to move to the State Health Plan to provide those benefits for us. She presented a list of elective benefits provided by the State Health Plan. She presented the 2019 active employee premiums per pay period. Information will be sent to retirees notifying them that we are going to the State Health Plan and we will no longer have the United Healthcare supplement for post-65 retirees. PEBA determines whether retirees are eligible for insurance or not. Once that determination is made, a retiree will pay the subsidized premium or the non-subsidized premium. We have to provide access to our healthcare to any person who retired from or had significant career service with the City of Columbia. Retirees currently on our insurance will pay a subsidized premium and the others will pay an unsubsidized premium. The City is subsidizing the active employee premiums as well. She presented the 2019 premiums for retirees per month. PEBA sets the premiums of active employees and they may be subject to change next year. A local subdivision has the right to set premiums for retirees. The 2019 premiums for pre-65 retirees are the same for our active employees. The retiree premiums can change each year, as well. Mandatory Education and enrollment sessions will begin on November 1, 2018 for active employees. Retiree sessions will be held on November 5 and 20, 2018. We are eliminating the Wellness Incentive Program, but we will be maintaining the Employee Health Center.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

ORDINANCES - FIRST READING

36. Ordinance No.: 2018-056 Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share

Upon a motion made by Mr. Rickenmann and seconded by Stephen K. Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2018-056 - Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share.

37. Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018, with the understanding that it will be amended prior to second reading to reflect the changes discussed during today's Work Session discussion.

38. Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 16, 2018

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.

There was a consensus of Council to cancel the Work Session scheduled for Tuesday, November 6, 2018. The Columbia City Council will meet for an Executive Session at 5:00 p.m. and a Council Meeting at 6:00 p.m. on Tuesday, November 6, 2018.

APPEARANCE OF THE PUBLIC

Mr. Regi Solis, Director of Needful Things appeared before the members of Council to express concerns about the way Columbia's homeless community is treated. Why wasn't the Inclement Weather Center open during Hurricanes Florence Matthew? Each week I hear about the Columbia Police telling people to leave Finlay Park. They go to the Post Office only to be woken up at 3:00 a.m. and 6:00 a.m. and told they cannot be there. I hear countless stories of personal belongings being taken and disposed of. I'd like to see us be a leader on these topics.

Mayor Benjamin said the location of the Inclement Weather Center stopped us from opening up during the storms. Some of the issues we had at the Canal in 2015, would put people in peril. We worked with Transitions to make sure they opened their doors to everyone during the storms.

Mr. Allen Browning, Hearts for the Homeless said nearly 70% of America's homeless are veterans. My wife and I feed at the park. One entity gives me a permit to feed the homeless. On two occasions the homeless were ran off before I got there. The City police took all of their belongings. They woke this lady up by putting their foot on her. Some of them have jobs or receive social security, but can't afford to pay their rent or light bill. I was homeless, but I am a minister now. I am asking City Council to connect me with a grant writer or grant funding.

Ms. Mona Dzindzeleta, Hyatt Park / Keenan Terrace Neighborhood resident inquired about the funds that have been set aside for Hyatt Park. We are hearing that the money is now being earmarked for a special project at Finlay Park. It would be nice to have a park that everybody could have use of. My neighbors have been hearing this promise for over seven years.

Mayor Benjamin said money has been earmarked for Hyatt Park. It has not been moved or dedicated to any other park in the City. We've had some tight budget years. We've moved forward with the renovation of Earlewood Park, Roy Lynch Park, and Greenview Park. We will continue investing in our park system including Finlay Park, but not be to the exclusion of Hyatt Park.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 16, 2018**

Mr. Randy Davis, Parks and Recreation Director said we are moving forward with the phase one development of the Hyatt Park project. This includes the use of grant funds to daylight the stream, a walking path, amphitheater, greenspace, sculpture garden, splash pad, and a playground. The bid will be released in the next two weeks.

Ms. Teresa Wilson, City Manager said the project could start within the next thirty to sixty days. We would be happy to come and update you all at the appropriate time. It would take an act of this Council to reallocate funds; this staff doesn't move money around.

Mayor Benjamin said the vast majority of parks dollars have gone to the District One corridor.

Ms. Alannah Jackson said I am homeless. The Police Department has thrown away my belongings and medications without warning. I've been kicked. I have an interview tomorrow at a nursing home, but I don't have a place to take care of myself. I don't want to stay at Finlay Park or the Post Office. Your officers need to get things together. I've been on the Housing Authority's waiting list for three years. A lot of people on the list already have a place to stay. I need help.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adjourn the meeting at 7:22 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 6, 2018

The Columbia City Council met on Tuesday, November 6, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 5:08 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

EXECUTIVE SESSION - 5:00 P.M.

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 5:08 p.m. for the discussion of **Items 1** through **3** as amended to add the discussion of a Billboard Lease Agreement to Item 2.

1. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
 - *Tameka Price v. City of Columbia*
 - *Len D. Roberson v. City of Columbia*
 - *Michael Edmonds v. City of Columbia*
 - *James Morris v. City of Columbia*
 - *Lower Richland Sewer*
2. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Finlay Park*
3. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Hospitality Tax*
 - *Notice of Funds Availability*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, November 6, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:12 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Tameika Isaac Devine and The Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

4. Council is asked to approve the October 2, 2018 City Council Meeting Minutes. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the October 2, 2018 City Council Meeting Minutes.

Councilor Duvall welcomed Councilman Moe Baddourah back from his suspension. It is great to have you back.

Councilor Baddourah thanked everyone for their support, thoughts, and prayers during this tough time. I am looking forward to doing the job that I was elected to do.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

CONSENT AGENDA ITEMS 5 THROUGH 24

Upon a single motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 5 through 24**.

5. City Council is asked to approve the Purchase of Rifle Rated Shields with View Ports and Lights, as requested by the Police Department. Award to Design Lab Inc. in the amount of \$50,583.10. This vendor is located in Greenville, SC. *Funding Source: Police Administrative Services - Machinery & Equipment 1012402-658300. The original budgeted amount is \$87,013.44. - Approved*
6. Council is asked to approve a Professional Services Agreement for the Ceasefire Columbia Research Project, as requested by the Police Department. Award to the University of South Carolina in the amount of \$60,000.00. *Funding Source: 2659999-9910000016-636600 United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) Grant. The original budgeted amount is \$60,000.00. - Approved*
7. Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System Software Support, as requested by the Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$70,674.78. This firm is located in Aiken, SC. *Funding Source: Police Administrative Services- Maintenance and Service Contract, 1012402-638200. The original budgeted amount is \$70,674.78. - Approved*
8. Council is asked to approve the Purchase of five (5) Compact Hybrid Vehicles for Columbia Water (Customer Care), as requested by the Fleet Services Division. Award to US Fleet Source using the SC State Contract in an amount not to exceed \$121,860.00. This firm is located in Covina, California. *Funding Source: Customer Service - Auto, Trucks, Hvy Equipment-Capital; 5511407-658500. The original budgeted amount is \$121,860.00. - Approved*
9. Council is asked to approve the Purchase of Goodyear tires and tubes for passenger vehicles, as requested by the Fleet Services Division. Award to Frasier Tire Service in the amount not to exceed \$200,000.00, using the SC State Contract #4400014577. This firm is located in Columbia SC. *Funding Source: Equip Svcs Fuel Prts & Repair - Tires & Tubes; 6308970-672500. The original budgeted amount \$200,000.00. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

10. Council is asked to approve an Agreement for Project SS7462; Providing technical consulting support for investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of \$62,500.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS7462-658650. The original budgeted amount is \$150,000.00. - Approved*

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will review all available data, including all equipment and components, operating conditions, aesthetics, existing capacity and potential future capacity needs based on the sewer area that can be served by the lift station at 74.70% (\$46,700) of the contract value. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC is the Protégé and will assist with the preparation of the preliminary engineering report at 20% (\$12,500.00) of the contract value.

Sub-consultant Steadman & Associates of Columbia, SC will provide surveying crew services at 5% (\$3,300) of the contract value.

11. Council is asked to approve a Contract for Project WM4466; Asphalt Repair at Banbury Road, as requested by Columbia Water. Award to AOS Specialty Contractors, Inc., in an amount not to exceed \$74,131.00. This firm is a certified Disadvantaged Business Enterprise(W) and is located in Lexington, SC. *Funding Source: 5511706-WM4466-638500. The original budgeted amount is \$74,131.00. - Approved*

12. Council is asked to approve an Agreement for Project SD8432; Windsor Hill Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of \$119,660.00. This firm is located in Columbia, SC. *Funding Source: 5549999-SD843201-658650. The original budgeted amount is \$120,000.00. - Approved*

This is a Stormwater Improvement Project and a Mentor Protégé Project. Thomas & Hutton of Columbia, SC is the Mentor and will provide management, engineering design, permitting, bidding, and construction administration services at 87.4% (\$104,660) of the contract value. Highfill Infrastructure Engineering of Columbia, SC is the Protégé and will provide utility coordination, bid documentation, and civil design at 10% (\$12,000.00) of the contract value.

Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration, conceptualization and design services at 2.5% (\$3,000) of the contract value.

13. Council is asked to approve an Agreement for Project SD8013; Eightmile Branch Evaluation and Flood Study, as requested by Columbia Water. Award to Thomas & Hutton in the amount of \$119,660.00. This firm is located in Columbia, SC. *Funding Source: 5549999-SD801301-658650 Strm Wtr Imp Cap Proj Control - 8- Mile Branch - Capital Project Costs. The original budgeted amount is \$130,000.00. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

This is a Stormwater Improvement Project and a Mentor Protégé Program Project. Thomas & Hutton is the Mentor and will provide general project administration and project management, field work, data collection, hydrologic and hydraulic modeling, stormwater cost estimating, design criteria, coordination meetings, and report writing services at 87.4% (\$104,660) of the contract value. Highfill Infrastructure Engineering, P.C., of Columbia, SC is the Protégé and will provide utility engineering services at 10% (\$12,000) of the contract value.

Sub-consultant Biohabitats, Inc. of Baltimore, MD will provide stream restoration services at 2.5% (\$3,000) of the contract value.

14. Council is asked to approve an Agreement for Project SS7433; Sewer Relocations at 1878 Cunningham Road, 1336 Johnson Avenue, and 1037 Cramer Drive, as requested by Columbia Water. Award to Chao and Associates, a Minority Business Enterprise in the amount of \$119,775.00. This firm is located in Columbia, SC. *Funding Source: SS728801 – Unforeseen & Miscellaneous Sewer Projects. The original budgeted amount is \$119,775.00. - Approved*

This is a Clean Water 2020 Program Project and a Protégé Only Project.

15. Council is asked to approve an Agreement for Project SD8434; Stream Restoration along Rocky Branch, as requested by Columbia Water. Award to Wood Environment & Infrastructure Solutions, Inc. in the amount of \$242,613.00. This firm is located in Columbia, SC. *Funding Source: 549999-SD843401-658650 Strm Wtr Imp Cap Proj Control - Rocky Branch Stream Restoration - Capital Project Costs. The original budgeted amount is \$250,000.00. - Approved*

This is a Stormwater Improvement Project, a Clean Water 2020 Program Project, and a Mentor Protégé Program Project. Wood Environmental & Infrastructure Solutions, Inc. of Columbia, SC is the Mentor and will provide project management at 63.47% (\$153,988.00) of the contract value. PACE Engineering Consultants, Inc. of Columbia, SC is the Protégé and will provide stormwater infrastructure, stormwater quality and floodplain assistance, and modeling services at 20% (\$48,625.00) of the contract value.

Sub-consultant Glenn Associates Surveying, Inc. of Jenkinsville, SC will provide surveying at 16.5% (\$40,000) of the contract value.

16. Council is asked to approve Instrumentation and System Maintenance Services, as requested by Columbia Water. Award to CITI, LLC in an amount not to exceed \$312,725.00. This firm is located in Charlotte, NC. *Funding Source: Utilities Metro Wastewater Plant - Maintenance & Service Contract: 5516208-638200. The original budgeted amount is \$312,725.00. - Approved*

This is year two (2) of the initial 5-year contract period. The term for year 2 is July 1, 2018 - June 30, 2019.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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17. Council is asked to approve a Contract for Project SD838801; Public Works Storm Drain Improvements (Truck Wash), as requested by Columbia Water. Award to Hammer Construction, LLC in an amount not to exceed \$579,425.00. This firm is located in Columbia, SC. *Funding Source: 5549999-656850-SD838801. The original budgeted amount is \$579,425.00. - Approved*

The following sub-consultants will provide additional services:

Hammerhead Utilities will provide site-work and concrete at 31% (\$165,000) of the contract value.

Nucor Building Systems will provide metal building supplies at 10% (\$55,200) of the contract value.

Electrical Services Inc. will provide electrical services at 6.64% (\$35,000) of the contract value.

Overhead Door of Columbia, SC will provide an overhead door at 3.87% (\$20,400) of the contract value.

18. Council is asked to approve a Contract for the Public Works Street Repaving Project, as requested by the Public Works Department. Award to C. R. Jackson, Inc. in an amount not to exceed \$930,760.88. This firm is located in Columbia, SC. *Funding Source: CDBG/HUD funded project; 4079999-911607-658650. The original budgeted amount is \$940,000.00. - Approved*

19. Council is asked to approve a Contract for Project WM3923; Water System Improvements in the Earlewood Area, as requested by Columbia Water. Award to LAD Construction, LLC, a Disadvantaged Business Enterprise (Woman) in an amount not to exceed \$6,062,787.50. This firm is located in Swansea, SC. *Funding Source: 5529999-WM392301-658650. The original budget amount was \$6,000,000 and additional funds were transferred from funding source WM300118 – Water Quality Projects and WM432318 – Unforeseen & Miscellaneous Water Projects. - Approved*

This a Mentor Protégé Program Project. LAD Construction, LLC, the Mentor, will provide demolition, waterline work, flowable fill and service connections at 33.92% (\$1,932,972) of the total contract value. J.A. Mabus of Leesville, SC is the Protégé and will provide waterline work, services and installation at 20% (\$1,139,393) of the contract value.

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

Ferguson Waterworks of Elgin, SC will provide waterline materials at 21.69% (\$1,235,950) of the contract value.

Knight's Redi-Mix of Summerville, SC will provide flowable fill at 19.72% (\$1,123,650) of the contract value.

Palmetto Site Prep, LLC of Orangeburg, SC will provide asphalt at 4.65% (\$265,000) of the contract value.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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20. Ordinance No.: 2018-056 - Rescinding Motion to Maintain Defined Dollar Benefit (DDB) for Health Coverage and 80/20 Cost Share - *First reading approval was given on October 16, 2018. – Approved on second reading.*
21. Ordinance No.: 2018-061 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code revised September 26, 2018 - *First reading approval was given on October 16, 2018. – Approved on second reading.*
22. Ordinance No.: 2018-062 - Authorizing the City Manager to execute a Deed and any other documents necessary to consummate the transfer of an unopened portion of Steadham Avenue a/k/a Brook Avenue containing approximately 0.13 acres adjacent to Richland County TMS #09207-06-05, 09207-06-06, 09207-06-18 and 09207-06-19 to Ella Louise Leagones as Personal Representative of the Estate of Nancy J. Oree - *First reading approval was given on October 16, 2018. – Approved on second reading.*
23. Resolution No.: R-2018-101 - Authorizing consumption of beer and wine only at the Five Points Fountain for A Starry Night on Friday, December 7, 2018 - *Approved*
24. Resolution No.: R-2018-102 - Authorizing consumption of beer and wine only at the Devine Night Out on Thursday, November 8, 2018 - *Approved*

PRESENTATIONS

25. City LIGHTs Employee Recognition - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said we are recognizing eleven members of our Columbia Fire Department for their heroic actions taken to save the life of Josh Boyd on October 10, 2018. Josh is a standout athlete at Northeast High School. The WLTX 19 news broadcast of the full story was presented. City Manager Wilson continued to say that while this incident was very scary, it proved two things: our firefighters are well trained and they are never off duty. She presented Fire Captain Kareem Spain, Engineer Arthur Mitchell, Senior Firefighter Jonathan Dukes, Senior Firefighter Stephan Sims-King, Firefighter Kiah Thomas, Firefighter Kiante Curenton, Firefighter Caleb McLaughlin, Firefighter Marcus Pee, Firefighter Andrew McClaine, III, Firefighter Sadarius Thomas, and Firefighter Len K. Stokes Jr. with tokens of appreciation and recognized them all as City LIGHTs.

Mrs. Joyce Boyd thanked God for the firefighters who saved her son's life. On behalf of the Boyd Family, she presented a special token of appreciation to Captain Spain and Firefighter Thomas.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

26. Recognition of Police Chief William "Skip" Holbrook as the 2018 Strom Thurmond Award for Excellence in Law Enforcement Recipient - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager said in partnership with the United States Attorney's Office for the District of South Carolina Law Enforcement Coordinating Committee, the South Carolina Law Enforcement Officers Association and the Strom Thurmond Foundation, the Columbia Police Department announced that Chief Skip Holbrook is the humble recipient of the 2018 Strom Thurmond Award for Excellence in Law Enforcement. We know him as a police chief who is truly about educating his officers and working closely with this community and the City. This is well deserved.

Mayor Benjamin said this is the top law enforcement award given to a public safety officer in this state. We have the very best police chief in this country.

Police Chief William "Skip" Holbrook, Columbia Police Department commended the Fire Department. I was surprised, extremely proud, and privileged to be recognized. I wouldn't be here today if it wasn't for Ms. Wilson's confidence and courage to select me during a tumultuous time. I thank the Mayor and City Council members for the support they given me and for the autonomy to do my job. I have the distinct honor of leading incredibly brave and courageous men and women.

27. Recognition of Mr. Demetrius Rumph as a 2018 Safety Professional of the Year Award Recipient - Ms. Pamela Benjamin, CPM Chief of Staff / Human Resources Director

Ms. Pamela Benjamin, CPM Chief of Staff / Human Resources Director recognized Demetrius Rumph, Director of Risk and Safety as the 2018 Safety Professional of the Year Award recipient. The award was given by J. J. Keller and Associates, one of the top names in safety and regulatory compliance. This is the 16th annual award that recognizes unique and effective safety programs throughout the country. Demetrius received the third place award, but he is certainly first place here at the City of Columbia. He's been with the City for nearly two years and he has been instrumental in changing the organizational culture.

Mr. H. Demetrius Rumph, Director of Risk and Safety thanked everyone, especially Pam Benjamin for giving him the opportunity to bring his talent, skillset, and knowledge to the City of Columbia. I am honored to accept this award. This is about the 2,400 City employees who provide a public service to the citizens of Columbia. I wouldn't share if I didn't care. I care about employees returning home to their families unscathed. My career is paved, but my calling is made. I became a safety professional in 1998 and it's about impacting people's lives.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

Ms. Teresa Wilson, City Manager recognized Melissa Gentry, Assistant City Manager for Development for twenty-five years of service. She started on September 27, 1993 and we wanted to thank her as she moves the needle forth every day for development and growth.

Ms. Melissa Gentry, P.E., Assistant City Manager for Development said it has been an awesome career thus far.

28. Epilepsy Awareness Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed November 2018 as Epilepsy Awareness Month in the City of Columbia.

Councilor Davis said the recognition of citizens with special needs stands above the rest. My son has epilepsy. We know what the challenges are. People with epilepsy are talented and they do have skills. It's always important to share with them and allow them to be themselves. There is a silent group of people who provide services and they deserve recognition.

29. MyColumbiaSC App Launch - Mr. Clint Shealy, Assistant City Manager for Columbia Water

Mr. Clint Shealy, Assistant City Manager for Columbia Water said we are excited to unveil the MyColumbiaSC Application. It is the next step in us becoming a Smart City and improving our customer service. The development of this application dovetails nicely with our Envision Columbia focus areas for empowering our residents and leading the way in innovation and high quality municipal services. It is a way for customers to communicate with us 24/7 and 365 days. It supplements our manned call center. They can report concerns, submit and track service requests, pay bills, search for city jobs, call the Customer Care center, access frequently asked questions, and interface with our GIS system and elected officials.

ORDINANCES - FIRST READING

30. Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05 – *Approved on first reading.*

Councilor Duvall suggested the following three amendments to the lease: remove the last sentence from item 6; remove the assignment language from item 7; and strike all of item 8, except for the last sentence.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05, subject to amending paragraphs 6, 7, and 8 in the Sign Location Lease.

31. Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto – *Approved on first reading.*

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto.

RESOLUTIONS

32. Resolution No.: R-2018-090 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed for Rental Mixed-Income Housing Projects - *Approved*

Upon a motion made by Mrs. Devine and seconded by Mr. Rickenmann, Council voted six (6) to one (1) to approve Resolution No.: R-2018-090 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed for Rental Mixed-Income Housing Projects. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Baddourah voted nay.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

33. Resolution No.: R-2018-104 - Authorizing the City Manager to execute a Memorandum of Understanding Between the City of Columbia and The NCRC Housing Rehab Fund, LLC - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2018-104 - Authorizing the City Manager to execute a Memorandum of Understanding Between the City of Columbia and The NCRC Housing Rehab Fund, LLC.

OTHER MATTERS

34. Council is asked to approve the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for drug analysis laboratory improvements at the Columbia Police Department in the amount of \$83,475.00. - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for drug analysis laboratory improvements at the Columbia Police Department in the amount of \$83,475.00.

35. Council is asked to approve the 2019 City Council Meeting Schedule. – *Consideration of this item was deferred.*

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to refer the development of an application to notify citizens of the time that trains will be crossing certain streets to the Environment and Infrastructure Committee.

Mayor Benjamin recognized the University of South Carolina School of Journalism and Mass Communication students who were in attendance. He thanked them for being here and encouraged them to remain engaged with City government.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 6, 2018**

APPEARANCE OF THE PUBLIC

Mr. Regi Solis, Director of Needful Things said I am here to see if we can come up with solutions to the way Columbia's homeless community is treated. December 21st is celebrated as National Homeless Persons Awareness Memorial Day. I ask that we proclaim this day in Columbia. Last time I was here, I asked about the Inclement Weather Center. I also provided copies of articles for you. I hope you found a way to deal with these issues. There is no place to go. Personal possessions are to be considered unsupervised, not abandoned and should not be disposed of.

Mr. Allen Browning, Minister at Living Water International Church said my wife and I started a charity, Hearts for the Homeless several months ago. We fund it out of our pockets. I went from being homeless eight years ago to becoming a minister and a business owner. I haven't received a return call from your liaison. I have ideas to remedy the problems in the park. I am asking for a meeting with the Mayor and for funding for my ideas.

Mayor Benjamin said we spend millions of dollars a year working with United Way, Transitions, and funding the Inclement Weather Center. Every single day we are interfacing through several organizations that we work with on meeting the needs of the homeless. Every life has value, whether you are sheltered or unsheltered. We work to do things that are constitutional, right, and just. We live in a world where unaccompanied packages cause a public safety concern. We will meet when this meeting is over.

Upon a motion made by Mr. Davis and seconded by Mr. McDowell, Council voted unanimously to adjourn the meeting at 7:08 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal of Cornerstone On Demand Automated Recruiting Software Solutions, as requested by the Human Resources Department. Award to Cornerstone OnDemand, Inc., in the amount of \$53,531.12. This firm is located in Santa Monica, CA.

REQUISITION NO.: R193531

FINANCIAL IMPACT: Funding Source: Program Management Office - Software License; 621895-627510. The original budgeted amount is \$53,531.12.

ORIGINAL BUDGET: \$53,531.12

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Cornerstone OnDemand, Inc. (CSOD) automated recruiting software solutions provides **unique** and enhanced functional and operational capabilities to assist us as we strive to further improve and streamline our hiring and recruiting processes.

CSOD recruiting software will allow current and potential employees to search for open positions and apply online. Once an application has been submitted, the software will manage the flow of information and approvals throughout the interviewing and selection process.

CSOD's Performance Management solution will enable the City to standardize and enhance the City's employee development and performance review processes, including improved efficiencies in monitoring review timeliness. Skills tracking and goal-setting components will assist employees in identifying steps needed to achieve their career aspirations.

ATTACHMENTS:

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



Cornerstone OnDemand – ORDER

Client Name ("Client"):	City of Columbia		
Order Effective Date:	[Date of last signature below]		
Master Agreement Effective Date:	9/14/2015		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Address (Ship To)	1737 Main St, Columbia, SC, 29201, United States		
Primary Billing (Invoice) Contact	Pam Benjamin	prbenjamin@columbiasc.net	+1 931 380 2730
Client Billing (Invoice) Address	1737 Main St, Columbia, SC, 29201, United States		
Order Start Date:	9/14/2018	Order Term/ Order End Date:	9/13/2021

*Note: If Purchase Order (PO) number is required for this purchase and not listed above, please send PO number to DLCollections@csod.com within 3 business days of order signing

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product Name	Max Quantity	Annual Fee(s)
Performance	2,400	\$19,500.00
Encryption of Data at Rest Connector	1	\$2,000.00
Recruiting	2,400	\$27,000.00
Choice Customer Success Package	1	\$5,031.12
ANNUAL FEE SUBTOTAL		\$53,531.12
		One time Fee(s)
Services (see attached Statement of Work)		\$0.00
FIRST YEAR GRAND TOTAL		\$53,531.12

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

Choice Package:

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

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

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

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

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

Technical Support – *enhanced support and issue resolution*

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

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

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees (except for eLearning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual





fee. One-time fees are invoiced on the Order Start Date. See <https://www.cornerstoneondemand.com/support/choice> for detailed support descriptions for detailed support descriptions.

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

Agreed and accepted:

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

APPROVED AS TO FORM


Legal Department City of Columbia, SC





We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Focus XI Body Camera Packages and Focus Xi Vehicle Integration Docks, as requested by the Police Department. Award to COBAN Technologies, in the amount of \$103,140.00. This vendor is located in Houston, TX.

REQUISITION NO.: R193715

FINANCIAL IMPACT: Funding Source: Police Administrative Services - Computer Equipment/Hardware-1012402-627500. The original budgeted amount is \$103,140.00.

ORIGINAL BUDGET: \$103,140.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 1.16 of Appendix G, Finance Department, Procurement Regulation authorizes to Sole Source procurement of goods where there is only a single supplier (1) where the compatibility of equipment, accessories, or replacement parts is paramount.

The COBAN FOCUS 10-00 Focus XI Body Camera Package and Focus Xi Vehicle Integration Dock include 3 year warranties.

Qty.	Description	Unit Price	Extended Amt.	Request Total
50 each	Body Camera Package & Vehicle Integration Dock	\$875	\$47,250	
50 each	Focus XI 3 year Technical Service Plan - Warranty	\$835.00	\$45,090	
50 each	Focus Dock Technical Service Plan - Warranty	\$135.00	\$7,290	
50 each	Shipping - In Car equipment	\$50.00	\$2,700	
50 each	Shipping - Bodycam	\$15.00	\$810.00	
				\$103,140.00

ATTACHMENTS:

- **#a:** COBAN Quote (PDF)
- **#b:** Fully Signed Sole Source (PDF)



R193715

Quotation Expiration: 60 Days

Terms: Net 30 Days

FOB Point: Destination

Prepared for: Columbia PD
 Address:
 City, State: Columbia, SC
 Contact: Frida bates

Quote #	Date
CPD-20181015-CIN01	10/15/2018
Prepared by: Justin Kester / Cindy C.	

COBAN FOCUS X1 BODY WORN CAMERA		List Price	Quoted	Quantity	Total
FOCUS-10-00	FOCUS X1 BODY CAMERA PACKAGE + FOCUS X1 VEHICLE INTEGRATION DOCK - FOCUS Body Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Clip FOCUS X1 Vehicle Integration Dock	\$ 900.00	\$ 875.00	50	\$ 43,750.00
COBAN FOCUS X1 BODY WORN CAMERA SERVICE PLANS		List Price	Quoted	Quantity	Total
WARR-X1-TSP3	FOCUS X1 3- YEAR TECHNOLOGY SERVICE PLAN Includes: - 3-year Software Right To Use license, - 3-year Software Maintenance and Technical Support - 3-year Hardware Warranty and Technical Support - Replacement camera at the end 24 months - 5 % Spare Cameras	\$ 960.00	\$ 835.00	50	\$ 41,750.00
WARR-X1-ICADTSP3	FOCUS X1 VEHICLE DOCK 3- YEAR TECHNOLOGY SERVICE PLAN -3 year hardware service plan with technology upgrade protection	\$ 142.00	\$ 135.00	50	\$ 6,750.00
SHIPPING		List Price	Quoted	Quantity	Total
LFEE-050	SHIPPING - In-Car Equipment / DELL / HAVIS	\$ 50.00	\$ 50.00	50	\$ 2,500.00
LFEE-054	SHIPPING - Bodycam, Office, VEHICLE or PARTNER DOCK for Bodycam	\$ 17.00	\$ 15.00	50	\$ 750.00
Subtotal					\$96,100.00
Taxes (if applicable)					
GRAND TOTAL					\$96,100.00

3 YEAR TECHNOLOGY SERVICE PLAN AND 3 YEAR SOFTWARE MAINTENANCE

✓
VEHICLE
DOCKS



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract Renewal for Citywide Security Cameras, as requested by the Police Department. Award to Statewide Security Systems in an amount not to exceed \$114,000.00. This firm is located in Columbia, SC.

PURPOSE: This is the second and final year of the two one-year renewal options. The term of this renewal will be for October 15, 2018 to October 14, 2019.

REQUISITION NO.: R194190

FINANCIAL IMPACT: Funding Source: Police Administrative Services- Professional Services: 1012402-636600. The original budgeted amount is \$114,000.00.

ORIGINAL BUDGET: \$ 114,000

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Contract Renewal (PDF)
- **#c:** Statewide Security Camera Cost Sheet (PDF)



We Are Columbia

November 1, 2018

Mr. Cary Shealy, President
Statewide Security Systems
1719 Taylor Street
Columbia, SC 29221

Re: Contract Renewal, RFP 0010-13-14, Video Security Services for the City of Columbia

Dear Mr. Shealy,

The first one-year renewal option expired on October 15, 2018. At this time, the City would like to exercise the second one-year renewal option to end on October 15, 2019.

Any contract entered into by the City resulting from this renewal request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period.

This extension is subject to the approval of the City Manager, City Council for the City of Columbia, SC and/or their authorized designee. If awarded, the maximum amount allowed for the renewal period shall not exceed the total amount approved and listed on the subsequent Purchase Order without prior approval from the City's Department of Procurement & Contracts.

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

Also, please sign in blue ink, scan and email a copy of this signed letter back to me, at monique.morphis@columbiasc.gov, no later than 5:00 PM on Monday, November 5, 2018.

Looking forward to your response,

Monique Morphis

Monique Morphis, Senior Buyer

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408



We Are Columbia

I agree to renew the current contract (RFP 0010-13-14) for Video Security Services for the City of Columbia, through October 15, 2019 at the current contract price. All other terms and conditions as outlined in RFP 0010-13-14 are applicable, fully enforceable and will remain unchanged.

☒ Yes ☐ No

11.3.18
Signature/Date

Lance Shady
Printed Name of Signer

Comments: _____

Sandra A. Wright
Purchasing Agent's Signature/Date

Teresa B. Wilson
City Manager Signature/Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

Department of Procurement and Contracts
1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: 803-545-3470 Fax: 803-733-8408

Item Description	Unit	Quantity	Unit Cost Statewide Security	Total Cost (D x E=F) Statewide Security
Camera Box Location with 4 cameras	Ea	200	\$3,000.00	\$600,000.00
Add on camera to an individual camera box/location	Ea	50	\$300.00	\$15,000.00
Camera box with Dual 180 degree cameras	Ea	10	\$5,000.00	\$50,000.00
360 degree camera	Ea	10	\$6,000.00	\$60,000.00
Cost per camera box/per month (O&M, Data Retrieval and Analysis)	Ea	2400 (200 boxes per month for 12 months)	\$40.00	\$96,000.00
Additional charge per camera box location/per month for live internet- based viewing capabilities	Ea	1200 (100 boxes per month for 12 months)	\$100.00	\$120,000.00
City's Use of Contractor's Monitoring Center -hourly/rate for Special Event	Ea	72	\$75.00	\$5,400.00
Relocation Fee for Camera Box System	Ea	20	\$100.00	\$2,000.00
Total Project Cost for Year 1				\$948,400.00
Total Project Cost for Year 2				\$223,400.00
Total Project Cost for Year 3				\$223,400.00
Total Project Cost for Year 4				\$223,400.00
Total Project Cost for Year 5				\$223,400.00
Total Cost				\$1,842,000.00



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of GIS Annual Software Maintenance Services, as requested by the Information Technology Services Department. Award to Environmental Systems Research, using the General Services Administration Contract in the amount of \$62,833.54. This firm is located in Redlands, CA.

REQUISITION NO.: R193584

FINANCIAL IMPACT: Funding Source: Geographic Information System - Maintenance & Service Contract; 5511121-638200 (\$39,658.54) Police Administrative Service - Maintenance & Service Contract; 1012402-638200 (\$3,300.00) Development Services - Maintenance & Service Contract; 1014101-638200 (3,400.00) Engineering - Maintenance & Service Contract; 5511706-638200 (\$4,600.00) Traffic Engineering - Maintenance & Service Contract; 1013203-638200 (2,225.00) Public Works Administration - Maintenance & Service Contract; 1011124-638200 (4,100.00) Utilities Wastewater Maintenance - Maintenance & Service Contract; 5516205-638200 (\$5,100.00) Utilities Wastewater Maintenance - Maintenance & Service Contract; 5516205-638200 (\$500.00). The original budgeted amount is \$62,883.54.

ORIGINAL BUDGET: \$62,833.54

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: (7) Procurement of information technology.

ATTACHMENTS:

- **#a:** ESRI Quote (PDF)
- **#b:** GSA Contract (PDF)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 10/09/2018
To:
Organization: City of Columbia
IT
Fax #: 803-733-8297 **Phone #:** 803-545-3266

From: Jennifer Clasen
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1684
Email: JClasen@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25871729
Document Date: 10/07/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

11.a

Quotation

Date: 10/07/2018

Quotation Number: 25871729

City of Columbia
IT
GIS
2nd Fl Washington Square Bldg
1136 Washington St
Columbia SC 29201-3215

Customer Number: 22711

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jennifer Clasen

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	1,200.00	4,800.00
2010	2	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	1,500.00	3,000.00
3010	12	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	1,200.00	14,400.00
4010	2	87194	700.00	1,400.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jennifer Clasen

Ext: 1684

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.


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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 2

Date: 10/07/2018

Quotation Number: 25871729

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
5010	9	87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	500.00	4,500.00
6010	1	87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/01/2019 End Date: 01/05/2020	383.54	383.54
7010	1	87232	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	500.00	500.00
8010	3	87233	ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	200.00	600.00
9010	1	87198	ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	500.00	500.00
10010	1	87236	ArcGIS Geostatistical Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	500.00	500.00
11010	1	98696	ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	500.00	500.00
12010	5	97444	ArcGIS Engine Single Use without Extension Maintenance Start Date: 01/06/2019 End Date: 01/05/2020	100.00	500.00
14010	1	118242		500.00	500.00

[CSBATCHDOM]


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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 3

Date: 10/07/2018

Quotation Number: 25871729

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
15010	1	100571		500.00	500.00
			ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
16010	1	100572		200.00	200.00
			ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
18010	4	114511		250.00	1,000.00
			ArcPad Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
19010	2	157023		1,800.00	3,600.00
			ArcGIS Developer Professional Annual Subscription Start Date: 01/06/2019 End Date: 01/05/2020		
20010	1	161326		10,000.00	10,000.00
			ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
21010	1	161328		5,000.00	5,000.00
			ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
22010	1	161339		5,000.00	5,000.00
			ArcGIS Image Server Up to Four Cores Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		
23010	1	161366		2,500.00	2,500.00
			ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance Start Date: 01/06/2019 End Date: 01/05/2020		

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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/684
Fax #: 909-307-3083

Quotation

Page 4

Date: 10/07/2018 **Quotation Number:** 25871729

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	62,883.54
Estimated Tax	0.00
Total	USD 62,883.54

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]


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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 5

Date: 10/07/2018 **Quotation No:** 25871729 **Customer No:** 22711

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX OR EMAIL YOUR PURCHASE ORDER TO 909-307-3083/Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]



Federal GSA Schedule Pricelist

AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES

Contract No. GS-35F-253CA

Modification 0075
Current with all Modifications as of October 2, 2018
Contract Period: March 19, 2015 through March 18, 2020

Esri
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3074
Web: www.esri.com

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NUMBER 132-32 TERM SOFTWARE LICENSE

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a different SIN (132-34).

FSC/PSC CLASS 7030 -ADP SOFTWARE

Large Scale Computers and Microcomputers
Application Software
Electronic Commerce (EC) Software
Communications Software

**FSC/PSC Class J070 MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT**

X Maintenance of Software

SPECIAL ITEM NUMBER 132-33 PERPETUAL SOFTWARE LICENSE

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a different SIN (132-34).

FSC/PSC CLASS 7030-ADP SOFTWARE

Large Scale Computers and Microcomputers
Application Software
Electronic Commerce (EC) Software
Communications Software

Note: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 MAINTENANCE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

**FSC/PSC CLASS J070-MAINTENANCE/REPAIR/REBUILD OF EQUIPMENT-ADP
EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT**

Maintenance of Software

SPECIAL ITEM NUMBER 132-50 TRAINING COURSES**FSC/PSC CLASS U012 EDUCATION/TRAINING – INFORMATION TECHNOLOGY**

Training Courses for Information Technology Equipment and Software

SPECIAL ITEM NUMBER 132-51 INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D301	IT Facility Management
FSC/PSC Class D302	IT Systems Development Services
FSC/PSC Class D306	IT Systems Analysis Services
FSC/PSC Class D307	Automated Information Systems Services
FSC/PSC Class D308	Programming Services
FSC/PSC Class D311	IT Data Conversion Services
FSC/PSC Class D317	Creation/Retrieval of IT Related Data Services Creation/Retrieval of Other Information Services
FSC/PSC Class D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



380 New York Street, Redlands, CA 92373-8100

Phone: 909-793-2853

Web: www.esri.com

Contract Number: GS-35F-253CA

Current through Modification 0075 dated October 2, 2018

Period Covered by Contract: March 19, 2015 through March 18, 2020

General Services Administration
Federal Acquisition Service

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage!® System (<http://www.gsadvantage.gov>)

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SIGNIFICANT CHANGES**Effective October 2, 2018**

Deletions: GeoPlanner for Portal for ArcGIS Individual Annual Subscription, StreetMap Premium for ArcGIS (TomTom)

Effective September 18, 2018: Price Increase – Public Training Class, Public Half Day Workshop, Esri Training Pass, and Client Coaching

Effective August 29, 2018: Name Change: Public Training Class, Client Coaching, Public Half Day Workshop, Private Half Day Workshop

Effective August 7, 2018: Deletions: ArcGIS Utility Network Management Workgroup (SW/MT), ArcGIS Runtime Standard (SW/MT), Additional Private and Client Site Training (per seat, per day)

Effective July 03, 2018: New Products: Private Training Event up to 15 students, ArcGIS Monitor for ArcGIS Server Add'l core, ArcGIS Monitor for ArcGIS Server Staging, ArcGIS Utility Network Management Staging, ArcGIS Runtime Single Use Deployment (SW/MT) *ArcGIS Monitor has moved from Category B to Category A.*

Effective May 31, 2018: New Products: Insights for ArcGIS Online and Drone 2 Maps for ArcGIS Enterprise

Effective May 2, 2018: Deletions: ArcGIS Business Analyst Web App Standalone, ArcGIS Monitor for ArcGIS Server Additional Core 365 Day Term, User Defined Role-Based Users, ArcGIS for Windows Mobile and Maintenance, Esri Business Analyst Maintenance, ArcGIS for Server Jumpstart Packages; **Price Reduction:** ArcGIS Monitor for ArcGIS Server Additional Core 365 Day Term License

Effective March 22, 2018: New Products: ArcGIS Business Analyst Web App, ArcGIS Community Analyst Web App, ArcGIS Business Analyst Desktop US Data Bundles, ArcGIS Monitor, ArcGIS Utility Network Management (*ArcGIS Business Analyst Web App and ArcGIS Community Analyst have moved from Category B to Category A*)

Effective March 12, 2018: Price Increase- Premium Support Annual Fee, Training Classes, Training Coaching, Training Pass, EEAP and Web Launch Kits

Effective January 21, 2018: FITARA- FITARA Discounts for Calendar Year 2018 updated in the FITARA Addendum

Effective October 13, 2017: New Products- Premium Support 10 Incidents; **Administrative:** Labor Category Updates

Effective August 17, 2017: New Products- Esri City Engine Annual Subscription; Esri Geoportal Server Annual Support; ArcGIS Enterprise Jumpstart; **Price Decrease** – ArcGIS for Maritime: Charting ArcGIS Desktop Extension Bundle Single Use (SW/MT); **Deletions-** ArcGIS for Maritime: Charting ArcGIS Desktop Extension Bundle Concurrent Use (SW/MT)



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7450; Crane Creek Lower North Branch Capacity Upgrade Phase II, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in the amount of \$644,356.00. This firm is located in Columbia, SC.

PURPOSE: This is a Mentor Protégé Program Project. AECOM Technical Services, Inc., is the Mentor and will provide overall design and coordination of the entire project, including producing construction plans and specifications, project coordinating with all subcontractors, bid administration, and construction administration at 75% (\$485,310.00) of the contract value. DESA, Inc., a Minority Business Enterprise (Woman) of Columbia SC is the Protégé and will provide project management, engineering services during construction, and periodic construction observation at 21.6% (\$139,246.00) of the contract value.

The following sub-consultants will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will provide survey and utility mapping services at 1.55% (\$10,000) of the contract value.

Terracon Consultants, Inc., of Columbia, SC will provide geotechnical investigation services at 1.52% (\$9,800) of the contract value.

REQUISITION NO.: R187540

FINANCIAL IMPACT: Funding Source: 5529999-SS745001-658650. The original budgeted amount is \$750,000.00.

ORIGINAL BUDGET: \$750,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

The above referenced Agreement is to compensate the Consultant for providing technical support for the Crane Creek Lower North Branch Capacity Upgrade Phase II Project for the City of Columbia, SC. The services being provided will encompass the following:

TASK 100 - Evaluation and Design Phase Administration

TASK 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

TASK 300 - Survey and Utility Mapping

TASK 400 - Geotechnical Investigation

TASK 500 - Final Design

TASK 600 - Permits and Property

TASK 700 - Bidding and Award

TASK 800 - Engineering Services During Construction

TASK 1000 - Project Closeout

TASK 1100 - Additional Services

Services to be performed will impact areas outside City Council Districts. The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** AECOM.2018.CraneCreekLowerNorthCapacityUpgradePhaseII.SS7450.agr (PDF)
- **#b:** SS7450_Project Location Map (PDF)

AECOM Technical Services, Inc.
Crane Creek Lower North Branch Capacity Upgrade Phase II – SS7450



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-MMJ Major Minor Waste Water Collection System.

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 AECOM Technical Services Inc., (hereinafter referred to as the "Consultant"), to provide technical support for the Crane Creek Lower North Branch Capacity Upgrade Phase II Project for the City of Columbia, SC. For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term thirty-one (31) months, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

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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.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.
6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Six Hundred Forty-Four Thousand, Three Hundred Fifty-Six Dollars and No/100 (\$644,356.00).

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

- C. Invoicing Procedure: See Exhibit F

Failure of the Consultant to follow these invoice requirements will result

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in the delay of payment of the invoice.

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

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

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(both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultants(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	_____ %
MBE	<u>21.6</u> %
WBE	<u>1.55</u> %
LSA	_____ %

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

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

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in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21.6%.

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

8. **INDEMNIFICATION & INSURANCE**

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

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

Workers Compensation Insurance: The Consultant shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Consultant shall require the Subconsultants similarly to provide Worker

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Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Consultant's Worker Compensation Insurance. The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultants of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

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

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

9. **PERMITS & LICENSES**

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

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

- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

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

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

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

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

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of

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the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

City of Columbia

Name: Department of Procurement & Contracts
Title: Contracts, Administrator
Address: 1800 Main Street, 2nd Floor
Columbia, SC 29201
Phone: (803) 545-3470
Email: procurement@columbiasc.gov

AECOM Technical Services, Inc.

Name: Phillip Dieckmann
Address: 101 Research Drive
Columbia, SC 29203-9389
Phone: 803-254-4400
Email: phillip.dieckmann@aecom.com

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16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or

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should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer 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 Engineer.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer 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 Engineer 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 Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may

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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 Engineer.

- G. The failure of either the Engineer 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 Engineer acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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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 services under this Agreement, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Engineer shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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- 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 Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date: _____
Witness	Teresa Wilson, City Manager	

AECOM TECHNICAL SERVICES, INC.

		Date: _____
Print: Name/Title	Signature	

Recommended by:

Joseph D. Jaco, P.E., Director of Utility Operations

Clint Shealy, P.E., Assistant City Manager for Columbia Water

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

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

EXHIBITS FOR SS7450

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SS7450
Crane Creek Lower North Branch Capacity Upgrade Phase II**

The services performed by AECOM (CONSULTANT) as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for the Crane Creek Lower North Branch Capacity Upgrade Phase II project. The upgrade involves replacing the existing 18-inch sewer with 36-inch sewer starting from 25844MH and ending at 25871MH, for approximately 8,000 LF. In this scope and all associated attachments, the CITY and OWNER are synonymous. All communication and/or meetings will be with either CITY staff and/or the Project Manager from Clean Water 2020. The general location of the project is shown on Figure 1 (attached).

In general, CONSULTANT will provide the following scope of services:

- Review of all Available Data
- Preparation and Evaluation of Alignment Alternatives
- Development of a Recommended Route Plan
- Public Relations
- Engineering Design and Permitting
- Bidding Phase Support

CONSULTANT will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, DESA, Inc. as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

CONSULTANT will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work. As part of project administration, CONSULTANT will:

- Participate in design review and progress meetings with the CITY as outlined. Prepare all meeting minutes.

- Provide monthly invoicing and schedule updates pertaining to CONSULTANT's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 700.
- Provide monthly progress reports.
- CONSULTANT will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120 Coordination Meetings

Throughout design of the project, CONSULTANT will maintain regular contact through the CITY's staff. Progress meetings include:

- One (1) Kickoff meeting.
- Eighteen (18) Monthly Progress meetings with CITY's Project Manager for duration of project.
- One (1) public meeting in Task item 140.
- One (1) Field Reconnaissance meeting.
- Draft and Final Alternatives Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- CONSULTANT will communicate with the CITY through a single point of contact, CONSULTANT's Project Manager.

CONSULTANT will utilize SharePoint, a web-based document storage, sharing, and controls website currently in use by the CITY, to share and file documentation of project progress, invoices, monthly progress reports, monthly schedule updates, permits, emails, decisions, deliverables, design and management of the project. All documents should be loaded within seven (7) days to SharePoint. CONSULTANT is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard

naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

- The Consultant shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend one public meeting referred as "Quarterly Drop-in" that will occur at the City Hall, approximately at the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping (CCTV videos, zoom camera videos, photos, etc. of the project area, if applicable) and will show the information upon request at the meeting.

150 Mentor-Protégé Program

CONSULTANT and DESA, Inc. will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- CONSULTANT will continue the existing Mentor-Protégé Agreement with DESA, Inc.
- CONSULTANT will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for the pre-construction meeting
- Agenda and Minutes for (17) meetings
- Minutes, with City review comments, from the two milestone review meetings
- (6) Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- CONSULTANT will coordinate with the CITY to obtain existing utility mapping in the project area.
- CONSULTANT will obtain county tax map records for identifying property potentially affected by the project.
- CONSULTANT will obtain SCDOT and CITY maps for road and street right-of-way information.
- CONSULTANT will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- CONSULTANT will utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a table top type route analysis.
- Field Reconnaissance:
 - Based upon the table top analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - CONSULTANT will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, CONSULTANT will proceed with alternative analysis including the following alternatives:

- Locating the new sewer line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
- Locating the new sewer line along a different alignment.
- Replacing the existing sewer line with a new larger sewer located within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement for constructability, maintenance (keeping the all new sewer on one-side of the creek), and community/environmental impacts.

230 Preliminary Agency Coordination and Meetings

- Upon selection of final route, CONSULTANT will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - U.S. Army Corps of Engineers
 - Richland County
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT), if applicable.

240 Preliminary Utility Coordination and Meetings

- Upon selection of final route, CONSULTANT will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.
- CONSULTANT will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the CONSULTANT and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.

- CONSULTANT will design the new gravity line in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the CONSULTANT will prepare an opinion of probable construction cost and update the project schedule.

270 Preliminary Design Reviews

- CONSULTANT will prepare a report of findings and recommendations for review by the CITY.
 - CONSULTANT will conduct a draft PER progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - CONSULTANT will convene a final PER/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis and Engineering Report

- Upon approval by the CITY, CONSULTANT will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30% overall project completion review.

290 Task 200 Deliverables

- Agenda and Minutes from the three (3) progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands Survey

- "Waters of the United States", including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water

Act. CONSULTANT will delineate wetlands along the pipeline route using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. CONSULTANT will mark the jurisdictional boundaries of waters of the U.S. within 50 feet of the proposed alignment of the sewer lines in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.

- The CONSULTANT will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The CONSULTANT shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the CONSULTANT will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.

320 Field Survey

- CONSULTANT shall coordinate with CITY to send survey notification letters. CONSULTANT to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The CONSULTANT's surveyor will complete field surveying along a 50-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. CONSULTANT's surveyor shall recover existing

horizontal control monuments and establish GPS control points along the pipeline alignments. CONSULTANT's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. CONSULTANT's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. CONSULTANT's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- Locate both horizontally and vertically (where appropriate) along the route of the existing sewer and proposed alignment, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); Stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); Stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Richland County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the CONSULTANT's Subsurface Utility Engineering sub-CONSULTANT shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, Stormwater, fiber optics, and telephone service lines. It will be the responsibility of the ENGINEER's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.
- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the CONSULTANT's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 50 feet at a minimum and at locations in between as required to define changes in slope, ditch

, crossings, etc., as necessary to develop an accurate topography of the survey extents.

- The CONSULTANT shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include up to a 50-foot corridor and cover the area from the edge of pavement to the limits of a temporary construction easement. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2015, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

320 Property Research and Easement Exhibits

- In consultation with CITY, the CONSULTANT shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing up to 11 easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

330 Utility Mapping

- The CONSULTANT's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of PUPS. No Sub Surface Utility Engineering (SUE) is proposed for this project. If deemed appropriate during detailed design, SUE can be added via Task 1100 Additional Services.

340 Task 300 Deliverables

- Copy of the Wetland Delineation Report and Jurisdictional Determination Request
- List of property owners along the survey route for notification
- Easement Exhibits

TASK 400 – Geotechnical Investigation

410 Field Investigation

- CONSULTANT will utilize Terracon for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 8 borings will be performed along the preferred routing to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project.
- It is assumed that borings will take place within the existing easement. If borings to be outside of easement, permission to conduct such boring should be obtained from the respective property owners, prior to commencing boring.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to 5 rock core samples are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions

- Subgrade preparation/earthwork recommendations including minimum relative density requirements
- Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Sub-CONSULTANT will obtain all SCDOT and City permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- CONSULTANT will contact and meet as necessary with City, County, State and Federal agencies to determine design parameters for construction of the new transmission line within the roadway rights-of-way.
- CONSULTANT will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- CONSULTANT will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the of the new transmission line adjacent to or cross existing utilities.
- CONSULTANT will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- CONSULTANT will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale.
 - Relevant features impacting construction as located by the survey.

- Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. CONSULTANT will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100% submittal, CONSULTANT will provide one set of final bid plans, a CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- CONSULTANT will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new transmission line in accordance with regulatory requirements.
- CONSULTANT will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers - Wetlands
 - Richland County – Storm Water
 - South Carolina Department of Transportation
- In addition to regulatory agencies, the CONSULTANT will coordinate with the Irmo-Chapin Recreation Commission and South Carolina Electric & Gas to identify and address issues impacting design and construction scheduling.

550 Opinion of Probable Construction Cost and Schedule

- CONSULTANT will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60%, 90% and 100% plan reviews.

560 Design Reviews

- CONSULTANT will develop and implement a Quality Assurance / Quality Control plan. A copy of this plan will be submitted to the CITY at the beginning of the project.
- After each internal technical review, CONSULTANT will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) completion milestones. CONSULTANT will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, CONSULTANT will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the CONSULTANT. Following the technical reviews, CONSULTANT will make modifications to the construction documents.
- Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of the CONSULTANT's QA/QC Plan
- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 90% Design (Permit Submittal Set)
- The 100% Design Bid Documents

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to task 320 above.
- The CONSULTANT will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County. The CONSULTANT cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.

- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the CONSULTANT.
- Upon CITY approval of the 60% design plans, CONSULTANT shall prepare and submit easement exhibits. Refer to task 320 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, CONSULTANT will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, CONSULTANT's subcontractor, DESA, Inc., will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. CONSULTANT will provide all required submittal copies and respond to all inquiries by the CITY.
- Wetlands Permit: The CONSULTANT will prepare a Pre-Construction Notification for a NW12 Permit for proposed impacts to waters of the U.S. Included in this application will be 2 typical stream crossing details, one for temporary impacts, and one for a permanent impact. These details may be incorporated into the design. The CONSULTANT will coordinate with the regulatory agency to respond to questions and comments. The scope of work task assumes the following:
 - The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
 - If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).

- This project will have no impacts to threatened or endangered species, or historical/cultural resources.
- The fee for the permit application will be paid through Task 650, Permit Fee Allowance.
- **Roadway Encroachment Permits:** This scope assumes a Richland County and /or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, CONSULTANT will submit for review and approval for an Encroachment Permit by Richland County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- **Railroad Permits:** This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

650 Permit Application Fees:

The CONSULTANT will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$2,000 of permit fees are anticipated. The estimated fees for permits are as follows:

- SCDHEC Construction Permit - \$350
- Stormwater Permit and Inspection Fees - \$1,350
- SCDOT Encroachment Permit - \$150
- Other - \$150

This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a 'not-to-exceed' value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- CONSULTANT will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.

- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, CONSULTANT will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- CONSULTANT will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy, and conducting phone interviews with the low bidder's references. The CONSULTANT will provide the City a letter of recommendation to award.

730 Conformed Documents

- CONSULTANT will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The CONSULTANT will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

740 Task 700 Deliverables

- Pre-bid Conference Agenda
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes approximately 8,000 linear feet of 36-inch gravity sewer will be constructed and the existing 18-inch gravity will be removed or abandoned. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the sewer replacement project will be 12 months (365 days) for substantial completion and 30 days for final completion with construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant

shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - a) As CITY's representative for the duration of the construction contract, all communications to and from the contractor shall go through Consultant. On behalf of the CITY, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the CITY;
 - b) Consultant will use the SharePoint document control system provided by the CITY. Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, shop drawing submittals, requests for information (RFIs), potential and executed change orders, scheduling, project meeting agendas and minutes, cost and disbursement data, progress reports and all other documents pertaining to the construction contract;
 - c) Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project.
 - d) Prior to pre-construction meeting, prepare a list of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties.
 - These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.
 - e) One (1) pre-construction meeting and 12 monthly progress meetings have been budgeted. Consultant will submit meeting minutes of all meetings to the CITY.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.
- Request for Information (RFI): Consultant will review and respond to Contractor's RFI as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major

redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.
- Final Inspections: Consultant will perform the following:
 - Conduct a walk-through inspection with the Contractor and the CITY to determine if the Project has reached substantial and/or final completion
 - Prepare a punch list of work items remaining.
 - Conduct one final inspection to determine if the work is acceptable, so that Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the CITY and the Contractor that the work is acceptable.
 - Observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by Consultant.
 - Stormwater Closeout Inspection & Notice of Termination

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
- Project Manager – 10 hours/month
- This scope includes site visits for 12 months (52-weeks) by the Project Engineer and 12 months by the field representative, up to 20 hours/week. If additional site visits are required, this contract will be amended to provide such additional services.

Duties and Responsibilities of the Consultant /Project Representative

- Conferences and Meetings

- Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project related meetings.
- Liaison
 - Serve as the liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the Contract Documents, and serve as the CITY's liaison with the contractor when the contractor's operations affect the CITY's on-site operations.
 - Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
- Review of Work, Rejection of Defective Work, Inspections and Tests
 - Conduct on-site observations of the work in progress to determine if the work is, in general, proceeding in accordance with the Contract Documents.
 - The Project Representative shall report to the Consultant whenever the Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, has been damaged or does not meet the requirements of any inspection, test or approval required to be made, and advise the Consultant of work that the Project Representative believes should be corrected or rejected or should be uncovered for observation or requiring special testing, inspection or approval.
 - Verify that tests are conducted in the presence of appropriate personnel, and that the contractor maintains adequate records thereof, and observe and record appropriate details relative to the test procedures.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project and record the results of these inspections.
- Interpretation of Contract Documents
 - The Project Representative shall report to the Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.
- Modifications
 - Consider and evaluate the contractor's suggestions for modifications in drawings and specifications. Transmit to the contractor decisions as issued by the Consultant.
- Records
 - Maintain at the job site and/or at the Consultant's office, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all work directives, changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- **Reports**
 - Furnish periodic reports as required of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - Consult with the CITY in advance of scheduled major tests, inspections or start-up of important phases of the work.
 - Report immediately to the CITY upon the occurrence of any accident.
- **Completion**
 - Before the Consultant issues a certificate of substantial completion, submit to the contractor a list of observed items requiring completion or correction.
 - Conduct final review of the work in the company of the CITY and the contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendations to the CITY concerning acceptance.

Limitations of Authority - Consultant /Project Representative

- Shall not exceed limitations of the Consultant's authority as set forth in the contract documents.
- Shall not undertake any of the responsibilities of the contractor, subcontractors or the contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept shop drawings or sample submittals from anyone other than the contractor.

TASK 900 – Full Time Construction Inspection (Not Applicable)

- This service is not provided under this agreement.

TASK 1000 – Project Closeout

1010 **Record Drawings**

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1020 Punch List and Final Inspection

- See Task 840 of this agreement.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- No O& M submittals are anticipated on this project.

1040 Digital Information Submittals

- The final record drawings will be delivered in electronic format on a DVD. Drawings will be provided in a format compatible to the CITY's GIS system.

1050 Final Notice of Acceptability of the Work

- See Task 840 of this agreement.
- Based upon periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide written notice to the CITY when the Consultant deems the work to be complete and acceptable.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional gravity sewer replacement other than starting from 25844MH and ending at 25871MH identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement
- Flood Study or Flood Impact Analysis
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.

- Additional meetings with homeowners and agencies beyond those scheduled in the agreement

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows:

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify CONSULTANT of property owners who may pose problems with CONSULTANT's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist CONSULTANT by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement, beyond what is assumed in Task 650.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by CONSULTANT and CITY.
- Provide available data as requested in the agreement.
- Review and agree to proposed alignments at 60% design review meeting prior to finalization of easements.

EXHIBIT B
COMPENSATION
City of Columbia
CIP # SS7450

Crane Creek Lower North Branch Capacity Upgrade Phase II

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$644,356. This includes \$506,556.00 of lump sum tasks, as well as \$137,800.00 of hourly tasks. Lump Sum and Hourly tasks (Total hours for each applicable task and provide hourly billing rates separately) are clearly labeled in the table below.

An estimated breakdown of the fee is shown in the following table:

Tasks	Description	LS/Hour s	AECO M	Protégé (DESA)	Sub Consulta nt (CECS)	Sub Consulta nt (Terracon)	Extensio n
100	Evaluation and Design Phase Project Management and Administration	LS	\$58,565	\$17,568			\$76,133
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$31,325	\$0			\$31,325
300	Survey and Utility Mapping	LS	\$60,900	\$0	\$10,000		\$70,900
400	Geotechnical Investigation	LS	\$1,015	\$0		\$9,800	\$10,815
500	Final Design	LS	\$68,850	\$0			\$68,850
600	Permits and Property	LS	\$49,495	\$0			\$49,495
650	Permits and Property NTE Fees	LS	\$2,000	\$0			\$2,000
700	Bidding and Award	LS	\$10,740	\$0			\$10,740
810,820, 830, & 840	Engineering Services During Construction	Lump Sum	\$46,680	\$66,078			\$112,758
850	Periodic Construction Observation	Hourly	\$82,200 (640 hours)	\$55,600 (520hours)			\$137,800
900	Full Time Construction Inspection (N/A)	N/A	N/A	N/A			N/A
1000	Project Close-Out	LS	\$14,540	\$0			\$14,540

	Project Sub-Totals						\$582,636
1100	Client Controlled Contingency (10%)	LS	\$59,000	\$0			\$59,000
	Total of Contract		\$485,310	\$139,246	\$10,000	\$9,800	\$644,356

EXHIBIT C**City of Columbia****CIP # SS7450****Crane Creek Lower North Branch Capacity Upgrade Phase II****Schedule – Gantt Chart**

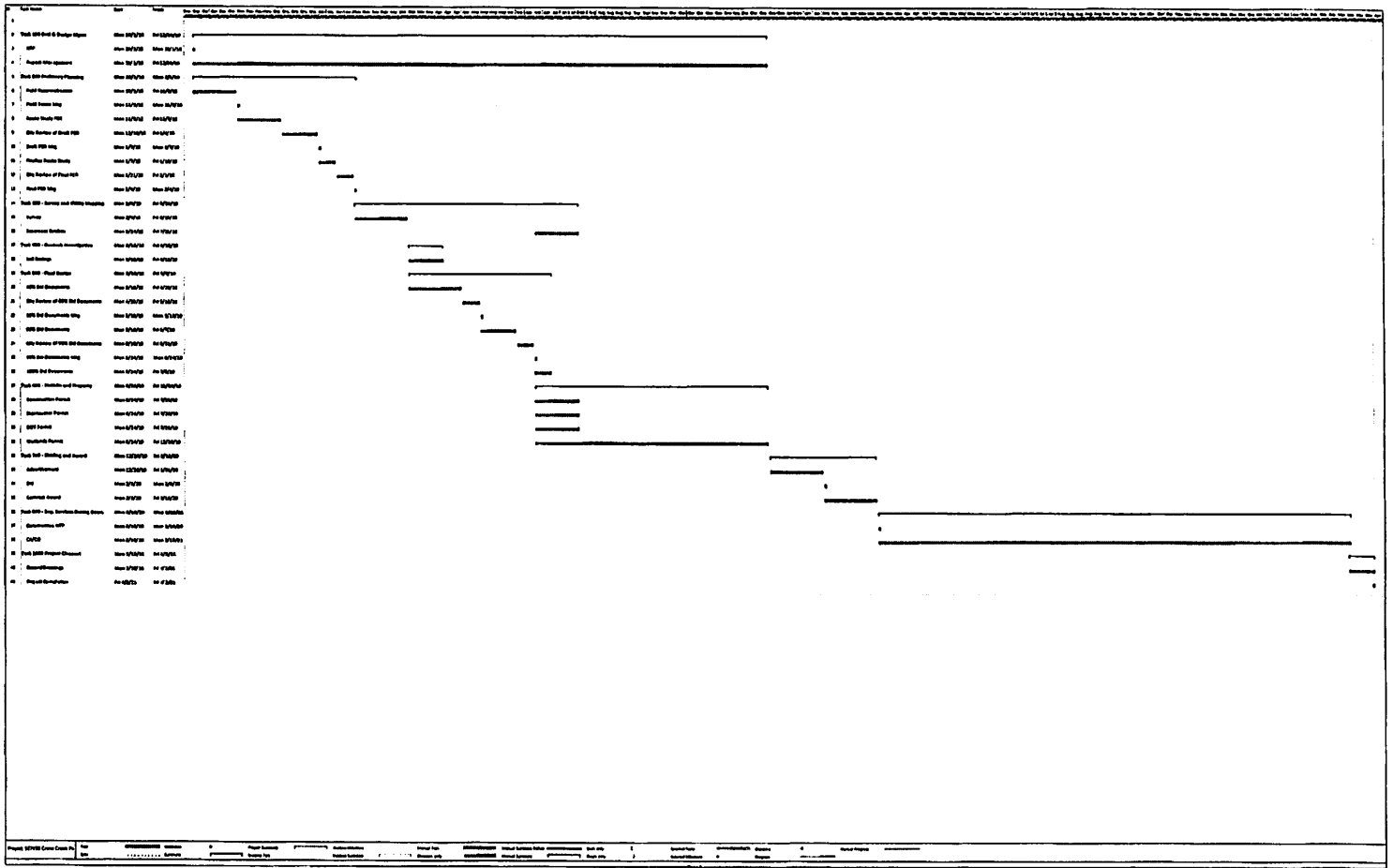


Exhibit D

**City of Columbia
CIP # SS7450
Crane Creek Lower North Branch Capacity Upgrade Phase II**

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Desa, Inc 400 Percival Rd, Columbia, SC 29206	Diane Sumpter (803) 743-1124	WBE	Project Management, Engineering Services During Construction, and Periodic Construction Observation.	\$139,246
Civil Engineering Consulting Services, Inc 2000 Park St #201, Columbia, SC 29201	Cathy Raad 803-779-0311	WBE	Survey and Utility Mapping	\$10,000
Terracon Consultants, Inc 521 Clemson Rd, Columbia, SC 29229	Kevin Sohrabnia (803) 741-9000	NON-MBE/WBE/SBE	Geotechnical Investigation	\$9,800
		Choose an item.		
		Choose an item.		
		Choose an item.		

*Estimated fee; fee may vary based on actual services provided.
Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
 Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10/4/2018

Project Number: CIP 7450

Mentor: AECOM Technical Services, Inc.

Project Name: Crane Creek Lower North Bran

Protégé: DESA, Inc.

Duration of the Project: 31 Months

Project Contract Amount: \$644,356

Protégé Amount: \$139,246

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

- 1. How do the Mentor and Protégé intend to work together on the designated project?**
Address contractual relationship, general roles and informal teaming arrangements.

DESA, Inc. serves as a subcontractor on the above referenced 31-month project, providing Contract Administration Services, and Construction Observation. DESA, Inc. will contract directly with AECOM Technical Services, Inc.

- 2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.**

DESA, Inc. will continue to work closely with AECOM Technical Services, Inc. to increase our Project Management and Contract Administration. The Team will continue to partner in the development of MPP Quarterly Reports and MPP Implementation Plan.

- 3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.**

Continued work with the City will improve the Protégé's business by helping them secure and train qualified staff members; Assist with hiring additional qualified staff; Increasing technical project responsibility.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

Mentor: Phillip Dieckmann, PE; Tom Haselden, PE; Additional AECOM Technical Services, Inc. staff as required. Insurance provided as required.

Protégé:

Protégé: Diane E. Sumpter, PM; Dan Lavender, PE; Additional DESA Inc. Staff as required. Insurance provided as required by the City of Columbia

Subcontractors:

N/A

Special Arrangements:

N/A

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, project coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project:

DESA, Inc. assists with project management, schedules and conducts pre-bid meeting, schedules and conducts pre-construction meetings and provides Site Observation Reports to include photographs.

c. Description of responsibilities that will be completed as a team:

The team will conduct monthly telephonic progress meetings; prepare meeting agendas and MPP reports.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

The project is estimated at 31 months. DESA, Inc. will be utilized for Project Management, Construction Administration and Construction Observation.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Mentor and Protégé will hold quarterly progress meetings in addition to the regular weekly communications to ensure project tasks are being checked for compliance. Continue to partner to improve upon the goals of the Business Plan.

8. What are the team's specific, quantitative goals and milestones for the current project?

The team's goal is to provide superior service to the City of Columbia. Mentor will assist Protégé in the hiring of an additional engineer.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

During all phases of the project regularly scheduled monthly meetings will be held; additional communication will continue as needed.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

DESA, Inc. prepares and submits invoices monthly. For time and material contracts, DESA, Inc. invoices based on actual work performed during the month.



CITY OF COLUMBIA

Department of Utilities and Engineering
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 P.O. Box 147 | Columbia, South Carolina 29217
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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
CECS	803-779-8486	2000 Park St. – Suite 201 Columbia, SC 29201	AECOM Technical Services, Inc.	\$10,000.00	WBE	1.55%
Terracon	803-212-0082	521 Clemson Road Columbia, SC 29229	AECOM Technical Services, Inc.	\$9,800.00	N/A	1.52%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$139,246
 Percentage of Contract: 21.6% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
 P.O. Box 147 | Columbia, South Carolina 29217
 Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by AECOM Technical Services, Inc. (Mentor Firm) this 4th day of October 2018.
 Corporate SEAL

By: R. Thomas Haselden, Jr.
 Title: R. Thomas Haselden, Jr., PE, BCEE, Vice President, SC Water Dept. Manager

Authorized Signatory of AECOM Technical Services, Inc.

ATTEST: CH
 By: Charles Sumpter
 Title: Charles Sumpter, Secretary

EXECUTED by DESA, Inc. (Protégé Firm) this 4th day of October, 2018.
 Corporate SEAL

By: Diane E. Sumpter
 Title: Diane E. Sumpter, President & CEO

ATTEST:
 By: Diane M. Bullock
 Title: Construction Administrator

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 26th day of October, 2018.

By: Ayesha Duggins
 Title: Compliance Administrator

Invoicing Procedure: Exhibit F

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

AECOM Technical Service, Inc.
Crane Creek Lower North Branch Capacity Upgrade Phase II - SS7450
Exhibit F
Page 2 of 2

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

AECOM Technical Service, Inc.
Crane Creek Lower North Branch Capacity Upgrade Phase II - SS7450
Exhibit G
Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

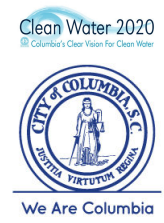
Signature

Print Name

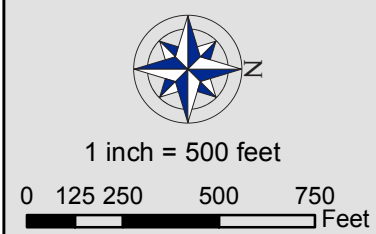
Date: _____

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

Notary Public



- Sewer Manhole
- Sewer Gravity Main
- SS7450
- Basin Boundary



SS7450
Crane Creek Lower N. Branch
Capacity Upgrade
Phase II
Figure 1



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-063 - Authorizing the City Manager to execute a Sign Location Lease between the City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05

PURPOSE: First reading approval was given on November 6, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-063 Lamar Companies 207 Gervais Sign Location Lease (PDF)

HISTORY:

11/06/18

Columbia City Council

APPROVED ON FIRST READING

Approved with amendments to paragraphs 6, 7, and 8 from the Sign Location Lease.

ORDINANCE NO.: 2018-063

*Authorizing the City Manager to execute a Sign Location Lease between the
City of Columbia and The Lamar Companies for lease of 207 Gervais Street at Canal Street,
Richland County TMS #07314-02-05*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018 that the City Manager is hereby authorized to execute the attached Sign Location Lease, or on a form approved by the City Attorney, between the City of Columbia and The Lamar Companies for lease of the property known as 207 Gervais Street at Canal Street, Richland County TMS #07314-02-05.

Requested by:

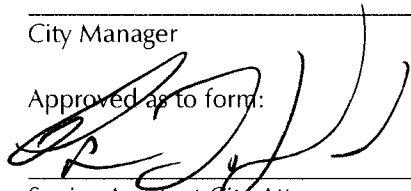
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **SIGN LOCATION LEASE**
) **(Ordinance No.: 2018-063)**

THIS LEASE AGREEMENT, made by and between the CITY OF COLUMBIA (hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides:

WITNESSETH:

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County of Richland, State of South Carolina, more particularly described as:

207 Gervais St. @ Canal
 TMS #07314-02-05

1. This Lease shall be a month-to-month lease to begin on the first day of each month. Said lease shall automatically renew until or unless the lease is terminated by either party. Termination period shall begin 180 days after written notice is provided by either party of the termination. The LESSEE shall have a 90-day Removal Period of which to remove the billboard and all related structures following the end of the termination period. The LESSEE shall continue to compensate the LESSOR during the termination period and removal period until such time the billboard and all support structures have been removed from the site.

a. The LESSEE shall not be allowed to modify advertisements during the Removal Period unless written approval to do so is requested to and granted by the LESSOR. During the Removal Period, if LESSEE establishes the need to modify the advertisement on the signage due to maintenance needs of the existing advertisement or a change in the actual advertisement, LESSEE must submit a written request to the LESSOR outlining the reason for the request and acknowledging the time limitations that would exist for any new or replacement signage to be in place. The LESSOR will have 10 business days to respond to the written request. If after 10 business days, there is no response, the LESSEE may proceed with the modifications as planned but will still be required to adhere to the limits of the Removal Period with regards to complete removal of the signage and support structures from the site. The written request for the approval to modify shall be made to the City Manager with copies being provided to the Assistant City Manager responsible for development activities and the Planning and Development Services Director. A copy of this lease shall be attached to the written request.

2. LESSEE shall pay to LESSOR an annual rental of Six Thousand and No/100 (\$6,000.00) Dollars, payable monthly in advance in equal installments of Five Hundred Dollars (\$500.00) Dollars each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent

or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the

premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR's agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

11. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company and approved by ordinance of the City Council of the City of Columbia.

WITNESSES AS TO LESSEE:

THE LAMAR COMPANIES, LESSEE:

BY: _____

ITS: Vice-President President/General Manager

Date: _____

Telephone Number 803-235-2627

Address: 1221 Atlas Road, Columbia SC 29209

WITNESSES AS TO LESSOR:

CITY OF COLUMBIA, LESSOR:

BY: _____

Teresa B. Wilson

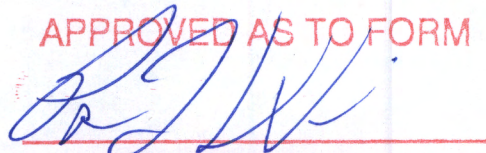
ITS: City Manager

Date: _____

Telephone Number: 803-545-3000

Address: PO Box 147, Columbia, SC 29217

APPROVED AS TO FORM



Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-065 - Authorizing the City of Columbia, South Carolina to execute and deliver an Equipment Lease Purchase Agreement in the amount of not exceeding \$8,000,000 between the City and the Lessor thereof to defray the cost of acquiring certain equipment; and other matters relating thereto

PURPOSE: First reading approval was given on November 6, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018-065 Equipment Lease Purchase Agreement not exceeding \$8,000,000 (PDF)

HISTORY:

11/06/18

Columbia City Council

APPROVED ON FIRST READING

DRAFT**ORDINANCE NO.: 2018-065**

AUTHORIZING THE CITY OF COLUMBIA, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT EXCEEDING \$8,000,000 BETWEEN THE CITY AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The City Council (the "Council") of the City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) The City is an incorporated municipality located in Lexington County and Richland County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The City desires to enter into a lease-purchase agreement (the "Lease Agreement") with a bank or other financial institution selected by the City Manager and Assistant City Manager for Finance and Economic Services for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the S.C. Code. Thus, the amount of the Lease Agreement will not be included when calculating the City's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the City to acquire the Equipment by entering into the Lease Agreement. The Lease Agreement will enable the City to purchase the Equipment which will provide service necessary and useful to the operations of the City government.

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Section 2. Approval of Lease/Purchase Financing; Delegation of Authority to Determine Certain Matters Relating to the Lease/Purchase Financing. The Equipment described in Exhibit A shall be acquired pursuant to a lease purchase financing which is hereby approved in a principal amount of not exceeding \$8,000,000. The Request for Proposals in the form set forth as Exhibit B hereto and the distribution thereof to various banks and other financial institutions in the City and other locations as the City Manager and Assistant City Manager for Finance and Economic Services determined, is hereby ratified and approved. Without further authorization, the City Council hereby delegates to the Mayor and the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to: (a) determine the principal amount of the Lease Agreement, if less than authorized by this Ordinance; (b) determine the payment schedule under the Lease Agreement; (c) determine the final payment date under the Lease Agreement; (d) determine the terms relating to any prepayment of the Lease Agreement; (e) determine the date and time for receipt of bids under the Request for Proposals; (f) accept, as well as negotiate, with any responsible bidder under the terms of the Request for Proposals and award the sale of the lease purchase financing to the bidder (the “Bidder”) submitting the proposal determined to be the most advantageous to the City in accordance with the terms of the Request for Proposals; and (g) make changes to the quantity, cost or description of the Equipment set forth in Exhibit A attached hereto.

Section 3. Approval of Lease Agreement. Without further authorization, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an “Authorized Person”), is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Bidder, and to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the City. The Lease Agreement is to be in the form as shall be approved by any Authorized Person, the Authorized Person’s execution thereof to constitute conclusive evidence of such approval.

Section 4. Execution of Documents; Ratification of Certain Actions. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk and City Attorney are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be reasonably requested by the Bidder to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth and the transactions contemplated hereby and thereby, and the actions of such officers in executing and delivering any of such documents, in such form as any Authorized Person shall approve, is hereby fully authorized.

Section 5. Federal Tax Covenant. The City, as lessee under the Lease Agreement, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Bidder or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (“Code”) and regulations promulgated thereunder in effect on the date of the execution and delivery of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the City shall:

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- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;
- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The City will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The City Manager and Assistant City Manager for Finance and Economic Services of the City, or any one of them acting alone, are hereby authorized to adopt written procedures for and on behalf of the City to ensure the City's compliance with federal tax matters relating to the Lease Agreement.

This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Lease Agreement or other tax-exempt bonds issued by the City for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Equipment prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the Equipment will be the City's general fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 6. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the City covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the City within thirty (30) days of the City's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the City, adversely affects more than five percent (5%) of the City's revenue or its tax base.

Section 7. Severability. All ordinances, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

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Section 8. Effective Date. This Ordinance shall be effective upon its enactment by the Council.

[Execution page follows]

This Ordinance shall be forthwith codified in the Code of City Ordinances in the manner required by law.

ENACTED this ____ day of _____, 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2018

Date of Second Reading: _____, 2018

[Signature page]

DRAFTEXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.

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14.a

EXHIBIT B

Form of Request for Proposals

DRAFT**REQUEST FOR PROPOSALS****City of Columbia, South Carolina
Equipment Lease-Purchase Financing, 2018**

Response Due: _____, 2018
 12:00 Noon, South Carolina Time
 Proposals by facsimile: 803.545.3051

NOT BANK QUALIFIED

The City of Columbia, South Carolina (the "City"), is requesting proposals from various banks and financial institutions for a not exceeding \$8,000,000 tax-exempt lease-purchase financing to defray the costs of acquiring certain equipment as described herein. The City invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered Proposals: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2018 Equipment Lease Purchase" and should be mailed or delivered to:

Jeffery M. Palen
 Assistant City Manager for Finance
 and Economic Services
 City of Columbia
 1737 Main Street
 Columbia, SC 29201

E-Mail Proposals: Electronic proposals may be e-mailed to the attention of Mr. Jeffery M. Palen, City Manager, at jmpalen@columbiasc.net, with a copy to Michael J. Seezen, Special Counsel, at mseezen@mcnair.net.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, OR BY E-MAIL, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE CITY AT THE PLACE, DATE AND TIME APPOINTED. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF PROPOSALS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the City, in its sole discretion, reserves the right to select the proposal determined to be the most advantageous to the City. The selection process will be heavily weighted toward lowest financing costs; however, lowest financing cost is not the only factor that may be considered by the City. The City reserves the right to reject any or all proposals as well as negotiate with the lowest responsible bidder.

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I. Terms and Conditions

- (a) Amount to be Financed: Not exceeding \$8,000,000. The City retains the option to reduce the total amount to be financed by up to 10%. A bid for less than the total principal amount contemplated by this Request for Proposals will not be considered.

- (b) Funding Options. Bidders may submit proposals on either or both of the following two basis:

1. Fully-Funded. Proceeds of the financing will be fully funded at closing, and deposited to an account held for the benefit of the City (the "Acquisition Account"). Interest will accrue on the full principal amount of the financing from the date of closing. If a bidder requires that the Acquisition Account be held by the bidder or its designee, the bidder must so indicate on its proposal (including any fees required thereunder). Otherwise, the City retains the right to designate a bank to act as custodian of the Acquisition Account. Interest earnings in the Acquisition Account must accrue to the City.

2. Draw-Down. Proceeds of the financing will be advanced to the City on an as-needed basis, during the first twenty-four (24) months after the execution of the financing. Interest will accrue from the respective dates of each advance.

- (c) Payments: The final payment of principal and interest shall be due on or before _____. Payments of principal and interest shall be made monthly, commencing on the later of _____, 2018, or the first day of the month following the first advance (if applicable), in approximately equal amounts until maturity.

Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

- (d) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about _____, 2018). The fixed rate shall be a single rate of interest per annum which the Lease Agreement (as defined herein) is to bear until maturity or prior redemption and should be expressed as a percentage interest rate of one one-hundredth (1/100th) of a percent. **Bids containing rates of interest which may adjust upon the occurrence of specified events, including changes in the bidder's capital requirements or cost of capital, or for any other reason, will be rejected.**

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- (e) Equipment/Form of Equipment Lease-Purchase Agreement: See attached Exhibit A for a description of the equipment proposed to be financed. The successful bidder's proposed form of lease agreement ("Lease Agreement") should be provided to the City's Special Counsel within three (3) business days of the award of the successful proposal.
- (f) Non-appropriation: A non-appropriation provision acceptable to the City must be included in the Lease Agreement. Any and all amounts due including, but not limited to, scheduled lease payments, reimbursements, penalties or fees under the Lease Agreement or any Acquisition Account (as defined below) must be subject to annual appropriation by the City.
- (g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.
- (h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the City nor will the full faith, credit and taxing power of the City be pledged to the payment of the Lease Agreement.
- (i) Title: Title to the equipment will be in the name of the City subject to the bidder's rights under the Lease Agreement. The successful bidder shall be responsible for taking all actions it deems necessary to impose its lien upon or perfect any security interest in the equipment. The Lease Agreement must allow the City to dispose of certain of the equipment in its sole discretion prior to the termination of the Lease Agreement provided the value of the remaining items of equipment is not less than the outstanding principal balance of the Lease Agreement at the time of such disposition.
- (j) Payments for Equipment; Investments: Payments from the Acquisition Account or amounts advanced by the successful bidder, as applicable, may be made either to the City as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the City, up to twenty-four (24) months following the execution of the financing. Without limitation of the foregoing, payments therefrom must be made available upon request of the City for periodic partial payments to equipment vendors for the manufacture and/or assembly of equipment prior to delivery and acceptance of such equipment by the City. All funds invested or deposited in the Acquisition Account shall at all times be invested or deposited, as applicable, in a manner which satisfied the requirements of the laws of the State of South Carolina relating to investment or deposit of public funds, including, without limitation, Section 6-5-10 or Section 6-5-15 of the Code of Laws of South Carolina 1976, as amended, as applicable.

- (k) Costs of Issuance: All costs relating to the preparation of the Lease Agreement and fees of Special Counsel will be paid by the City. Any fees and costs of the bidder (including its legal expenses) to be paid by the City must be stated in the response to this Request for Proposals and will be treated as additional interest for purposes of evaluating bids. The Lease Agreement must allow the City to pay its legal fees and costs related to execution and delivery of the Lease Agreement out of the proceeds of the Lease Agreement.
- (l) Insurance: The City is self-insured for property, casualty and general liability risks. The equipment will be insured in a similar manner.
- (m) Closing: The City expects to accept the successful proposal on _____, 2018, and close the transaction on _____, 2018.
- (n) Prepayment: Unless otherwise specifically provided in a bidder's proposal and agreed to by the City, the Lease Agreement will be subject to prepayment at the option of the City in whole or in part at any time without any prepayment penalty.
- (o) Lease Agreement Not Designated as Qualified Tax-Exempt Obligation: The City has not designated the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code, as amended (the "Code"), relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Proposal Requirements

- (a) The proposal must be in writing. It is preferred that a bidder's proposal not be subject to further credit or underwriting approval.
- (b) No proposal may be modified by a bidder after it has been submitted.
- (c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.
- (d) Proposals must be accompanied with a list of all requirements and conditions associated with the proposal.
- (e) Proposals must indicate a single interest rate for the lease term and it is requested that proposals include an amortization schedule showing annual payment amounts for the term of the financing.

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- (f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.
- (g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals and Award

The Lease Agreement will be awarded to the bidder that provides the most advantageous proposal as determined by the City in its sole and absolute discretion. After the proposals are received, they will be evaluated by the officials of the City based on various factors, including, but not limited to, the interest rate, proposed form of Lease Agreement, redemption terms, prepayment penalties or limitations, additional credit or underwriting approval, additional covenants and terms, if any, and other conditions set forth therein. The City reserves the right to reject any and all proposals or to waive irregularities in any proposal. The City expects to accept the successful proposal by the close of business on _____, 2018.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel, and the City's attorney, Teresa A. Knox, Esq.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, include provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the City to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial

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institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the City with respect to certain material facts solely within the knowledge of the City relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be requested to execute a letter to the City in substantially the form submitted with this Request for Proposals.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Jeffery M. Palen
Assistant City Manager for Finance
and Economic Services
Phone: 803.545.3026
E-Mail: jmpalen@columbiasc.net

Michael J. Seezen, Esq.
McNair Law Firm, P.A.
Phone: 803.753.3257
E-Mail: mseezen@mcnair.net

Bidders are encouraged to submit any questions or requests for further information to the City at least two days prior to the date proposals are due (_____, 2018), in order to ensure sufficient time for the City to review and respond to such questions or requests.

No questions may be directed to or contacts made with the Mayor, other members of City Council or any City staff not identified in this Request for Proposals as points of contacts during the period of time that this Request for Proposals is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the bidder from further consideration.

/s/ Jeffery M. Palen

City of Columbia, South Carolina
Assistant City Manager for Finance and
Economic Services

_____, 2018

DRAFTEXHIBIT AEquipment

Acquisition, replacement and installation of certain rolling stock and other equipment, including but not limited to the following: purchase of new cars, trucks and other vehicles and equipment for the police, fire, public works and parks departments of the City and purchase and installation of computers, software, equipment and systems for various departments of the City.



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-103 - Authorizing consumption of beer and wine only at First Thursday on Main Street

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-103 First Thursdays on Main (2019) (PDF)

RESOLUTION NO.: R-2018-103*Authorizing consumption of beer and wine only at First Thursday on Main Street*

WHEREAS, First Thursday on Main ("Sponsor") is sponsoring First Thursday on Main in the 1200, 1300, 1400, 1500, 1600, 1700, 1800 and 1900 blocks of Main Street from Gervais Street to Calhoun Street, and upon reopening within Boyd Plaza adjacent to the Columbia Museum of Art, from 6:00 p.m. until 10:00 p.m. on Thursdays, January 3, February 7, March 7, April 4, May 2, June 6, July 4, August 1, September 5, October 3, November 7 and December 5, 2019; and,

WHEREAS, Sponsor has requested permission for use of the 1200, 1300, 1400, 1500, 1600, 1700, 1800 and 1900 blocks of Main Street from Gervais Street to Calhoun Street and for the temporary closing and use of Boyd Plaza upon its reopening from 6:00 p.m. until 10:00 p.m. on Thursdays, January 3, February 7, March 7, April 4, May 2, June 6, July 4, August 1, September 5, October 3, November 7 and December 5, 2019; and for the temporary closing and use of the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot between Main Street and Assembly Street only on April 5, June 7, September 6 and December 6, 2018 from 4:00 p.m. until 10:00 p.m. for set up, clean up, and staging of the events to be held from 6:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 6:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Thursdays, January 3, February 7, March 7, April 4, May 2, June 6, July 4, August 1, September 5, October 3, November 7 and December 5, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated dates and times that the 1200, 1300, 1400, 1500, 1600, 1700, 1800 and 1900 blocks of Main Street from Gervais Street to Calhoun Street, and upon reopening within Boyd Plaza adjacent to the Columbia Museum of Art, adjacent to the Columbia Museum of Art, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in

effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, 1200, 1300, 1400, 1500, 1600, 1700, 1800 and 1900 blocks of Main Street from Gervais Street to Calhoun Street, and upon reopening within Boyd Plaza adjacent to the Columbia Museum of Art,, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Thursdays, January 3, February 7, March 7, April 4, May 2, June 6, July 4, August 1, September 5, October 3, November 7 and December 5, 2019, the City Manager is authorized to approve the rescheduling of that event date for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule an event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

DATE OF REQUEST

09/25/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Jenna Bridgers
First Thursday on Main. board member
1201 Main Street, Suite 150
Columbia SC, 29201
jsbridgers@gmail.com, 803-413-6207

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

First Thursday on Main

DATE(S) OF EVENTS: (monthly can be on one request)

1/3/19; 2/7/19; 3/7/19; 4/4/19; 5/2/19; 6/6/19; 7/4/19; 8/1/19; 9/5/19; 10/3/19; 11/7/19; 12/5/19

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.)

Plans will continue on inside vari

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1200-1900 blocks of Main Street.

and Boyd Plaza when requested
separate 10/25/18STREET(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)

No street closings requested.

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

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

6:00pm -10:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6:00 pm-9:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8). POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

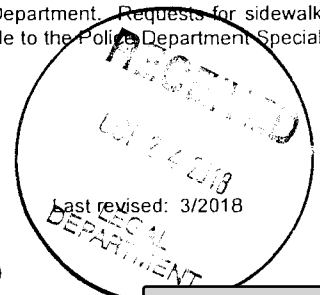
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

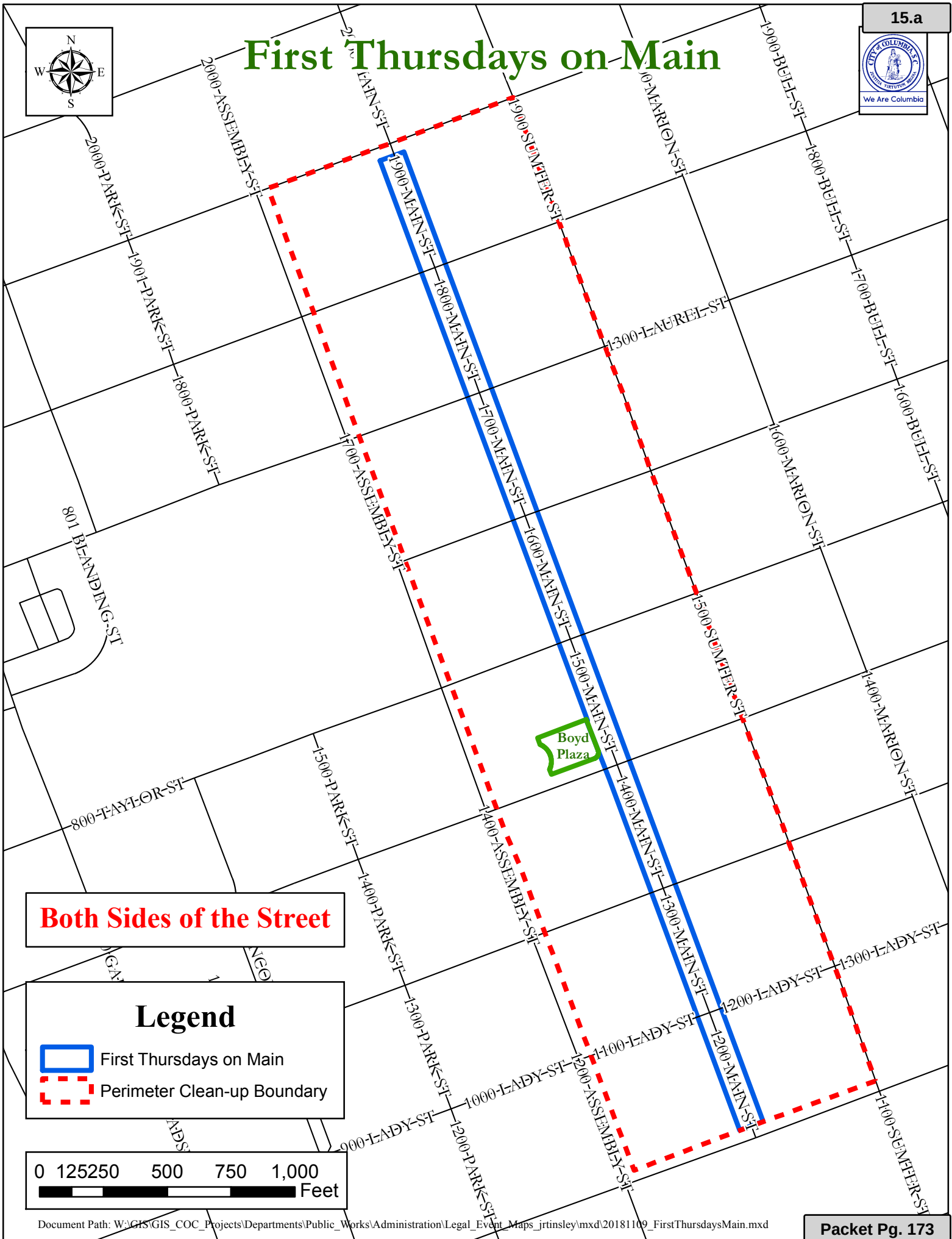


Last revised: 3/2018

R-2018-103
18062584



First Thursdays on Main





We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-107 - Soda City Market (2019-2023)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-107 Market Resolution 2019-2023 (PDF)

RESOLUTION NO.: R-2018-107

Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January 2019 to December 2023 within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street

WHEREAS, Market Hall dba Soda City Market is organizing an open-air market featuring farmers and food and tastings only of locally produced wine and beer only provided by market vendors during the operation of the Soda City Market to run on Saturdays from 9:00 a.m. until 1:00 p.m. from January 2019 to December 2023 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, to include use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that for the move-in dates of The Hub and festival dates and rain contingency dates as approved by separate resolutions for the Latin, SC Pride and Jam Room Music festivals, the Market shall not use the 1300 or 1400 blocks of Main Street and shall be relocated to the 1500, 1600 and 1700 blocks of Main Street, excluding sidewalks and all intersections for these events; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that all blocks of Main Street shall be divided for the annual Run Hard Marathon and the Market shall occupy only the east side lane of Main Street and the Run Hard Marathon shall occupy only the west side lane of Main Street during the marathon; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that the City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the aforementioned areas of Main Street, as shown on the sketch attached hereto as Exhibit "A" and incorporated herein, from 7:30 a.m. until 2:00 p.m. for set up, clean up, and staging of the event to be held in the parking spaces only from 9:00 a.m. until 1:00 p.m. on Saturdays from January 2019 to December 2023 for patrons to taste locally produced wine and beer beverages only provided by market vendors at the event during the operating hours of 9:00 a.m. until 1:00 p.m.; and for crowd control and overflow; and,

WHEREAS, potential expansion of the Market into the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis. The Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 8 a.m. on Monday before the market; and,

WHEREAS, potential expansion of the Market into the 1600 block of Main Street between Blanding Street and Taylor Street without closing the intersection of Blanding Street and Taylor Street will depend on growth rate and seasonal

fluctuations and may not occur on a regular basis. The Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 8 a.m. on Monday before the market; and,

WHEREAS, with proper notifications as required, potential expansion should first occur into the 1300 block and only when that block is full occur into the 1600 block;

WHEREAS, relocation of the Market into the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street shall only be for special events to include but not be limited to The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals and other unplanned events that the City deems as extraordinary; and,

WHEREAS, requests by the Organizer for special events to coincide with and/or lengthen the Market hours to allow for service of beer and wine during the special event each require separate written resolution approval of City Council and shall be submitted at least ninety (90) days in advance of the special Market event and shall not occur more than once per month; and,

WHEREAS, Organizer has further requested that the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" be approved as a permanent alternate site location for the Market so that during certain events, such as inclement weather, the market could be relocated; and,

WHEREAS, the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with its resolution; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, Organizer shall:

1. Bear all costs associated with all market events, including police officers on duty from 7:30 a.m. to 2 p.m. and a fire marshal as required by the City of Columbia Fire Department, and will not seek any financial assistance from the City of Columbia.
2. Pay the City of Columbia \$1 per vendor to cover the costs for internal services to include electricity. Payment is required monthly; check should be delivered to City Payments at Washington Square with the checks for Fire and Police and City Payments staff shall route it to Public Works Administration.
3. Be responsible for vendors' tents and tables. All equipment shall be set up within the parking space areas only within the 1400 and 1500 blocks of Main Street, excluding the sidewalks areas as shown on the attached Exhibit "A", and based on growth and/or seasonal fluctuations the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street and the 1600 block of Main Street between Blanding Street and Taylor Street without closing the intersection of Blanding Street and Taylor Street, or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas. Tents and tent tie down materials and food trucks are prohibited on the sidewalk areas and median of all blocks of Main Street, intersections and cross streets and within the City Center Parking Garage. There shall be a minimum distance of twenty (20') feet between the tents and food trucks on each side of the street to allow for emergency vehicle access through the middle of the street and to comply with fire codes. All vendor activities shall be in compliance with applicable fire codes. Vendor tents and food trucks shall be placed and installed in compliance with fire codes. The number of vendor tents and food trucks allowed in the event area shall be limited by and in compliance with fire codes.
4. Provide bathroom facilities for vendors and event patrons. If these facilities are housed in an existing business, Market Organizer shall provide the City a written confirmation letter from said business(es);
5. Provide a certificate of insurance 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, 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;

6. Vendors must have current permits, licenses and certifications required by local, state and/or federal laws and regulations, including but not limited to those permits, licenses and certifications described in Exhibit "B" attached hereto and incorporated herein;

7. Vendors must comply with the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein;

8. Insure that all items sold are LOCALLY grown, produced, processed and crafted within one hundred (100) miles of Columbia, South Carolina. Special exceptions will be made on products not available within one hundred (100) miles of Columbia, South Carolina, i.e. fresh coastal seafood, citrus, coffee, out-of-season and exotic produce, etc.

9. Insure vendors offering tastings of locally produced wines and beers have obtained all necessary permits and/or licenses which are required by SCDOR for wine and beer tastings.

10. Adopt appropriate Rules and Regulations for the conduct and control of the market.

11. Require all vendors to execute an indemnification and hold harmless agreement in favor of the City of Columbia prior to their participation in the event, attached hereto as Exhibit "D", and incorporated herein.

12. Businesses with storefronts along the market area shall be allowed to display and sell their goods upon the sidewalk adjacent to their business, at no cost to their business, on each weekend that the market is conducted. Such businesses shall ensure that Americans with Disabilities Act (ADA) access along the sidewalks and to their businesses is maintained at all times; and,

13. The market shall include promotions of businesses with storefronts along the market area as part of Soda City marketing efforts; and,

14. The market organizer (Market Hall CEO Emile DeFelice) shall conduct himself in accordance with his role as positive promoter and de facto goodwill ambassador of the City of Columbia in matters related to the Market. In the event that Organizer fails to act as a positive promoter and de facto goodwill ambassador of the City, the City, at its sole option, may immediately terminate this Agreement; and,

15. The Columbia Police Department shall strictly enforce all terms, conditions, and requirements set forth in

16. In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth hereinabove, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate the Agreement attached thereto. Organizer may terminate the Agreement at any time.

17. The Market Organizer will make every good faith effort not to co-locate vendors with brick-and-mortar establishments which sell like items, i.e. a food vendor in front of a restaurant. The Market Organizer will work together with the City on a resolution.

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 _____, 2018, that tastings of locally produced wine and beer **only** provided by market vendors is authorized at the event between the hours of 9:00 a.m. until 1:00 p.m. on Saturdays from January 2019 to December 2023; and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the attached Agreement to Organize and Operate an Open Air Market between Emile DeFelice ("Organizer") and City of Columbia for use of aforementioned areas as shown on the attached hereto as Exhibit "E" and incorporated herein; and,

BE IT FURTHER RESOLVED the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with this resolution and attached Agreement to Organize and Operate an Open Air Market; and,

BE IT FURTHER RESOLVED that during certain events, such as inclement weather, the market will be relocated to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", which will be used as a permanent alternate location; and,

BE IT FURTHER RESOLVED that should the Market Organizer or City of Columbia recommend relocation of the market to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such change by 12:00 p.m. (noon) on Friday before the market. The Market Organizer will also be responsible for notification of vendors for such location change. Inclement weather shall be defined as weather-related events that might cause safety issues for vendors and/or customers, including high winds, torrential or continuous rain, thunderstorms, ice, etc.; and,

BE IT FURTHER RESOLVED that vendor set up within the City Center Parking Garage shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages within the event area location is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages within either event area location are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up and recycling of all trash and debris within either event area location and shall place same in the roll carts provided by the City. Any overflow of trash, debris and/or recyclables shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash, debris and/or recyclables are well contained. Roll carts and bagged trash and debris, as well as recyclables, shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash, debris and/or recyclables within either event area location, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to a stationary location; and,

BE IT FURTHER RESOLVED that food trucks shall be prohibited in Boyd Plaza, cross streets and sidewalk areas, and are restricted to a stationary location one each parked in the loading/unloading spaces on Main Street as approved by the Fire Marshall; and,

BE IT FURTHER RESOLVED that should the market be relocated to the City Center Parking Garage that tents and food trucks shall be prohibited and all vendors shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within either event area location. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited, except for such times as the Organizer permits loading before the event and unloading after the closing of the event. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups and backpacks shall be prohibited. Shopping bags shall be allowed; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the aforementioned areas of Main Street, with the exception of intersections, sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the aforementioned areas of Main Street, with the exception of sidewalk areas, the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing, is deemed to be the site of a public festival at which the tasting only of locally produced wine and beer beverages only provided by market vendors may be consumed and the prohibition against possession or consumption of wine and beer beverages only set forth in Sec. 14-99 shall not apply. Possession and tastings only of locally produced wine and beer beverages only which are provided by market vendors only shall be permitted only in plastic cups provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the timeframes and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

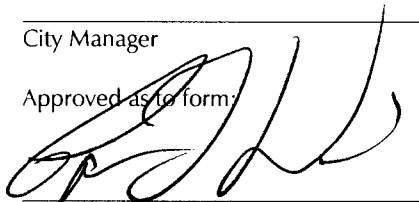
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



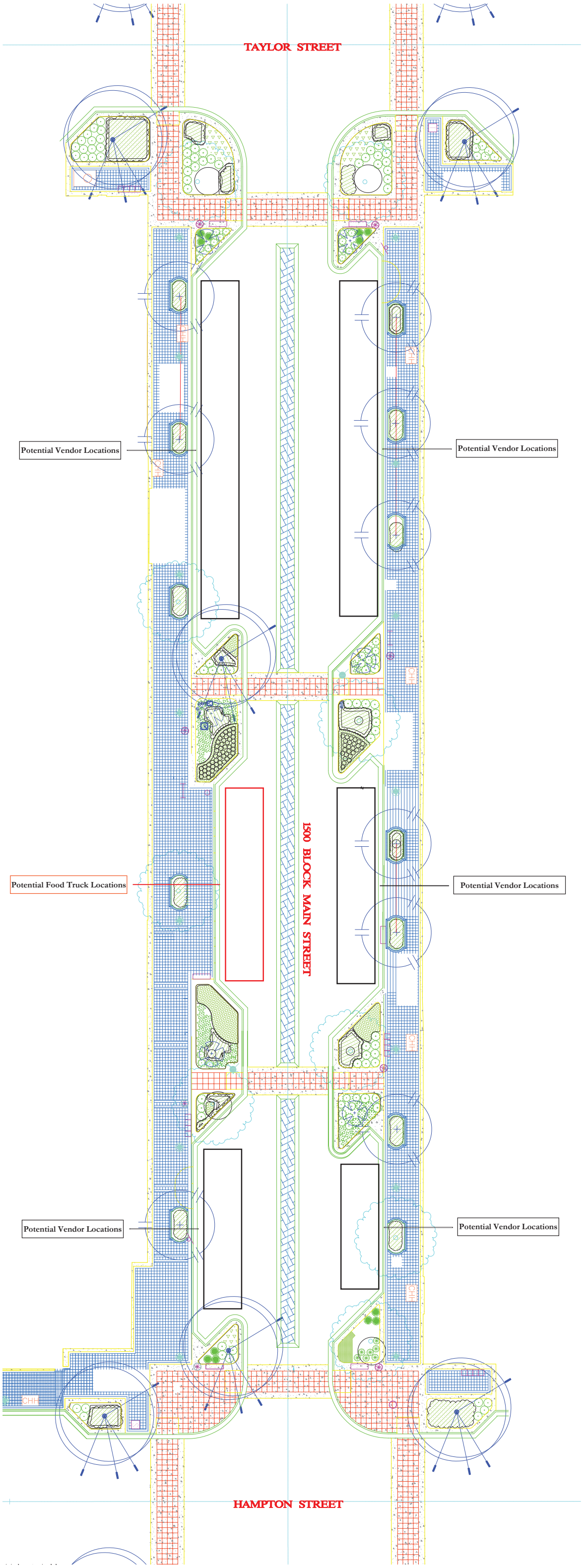
Senior Assistant City Attorney

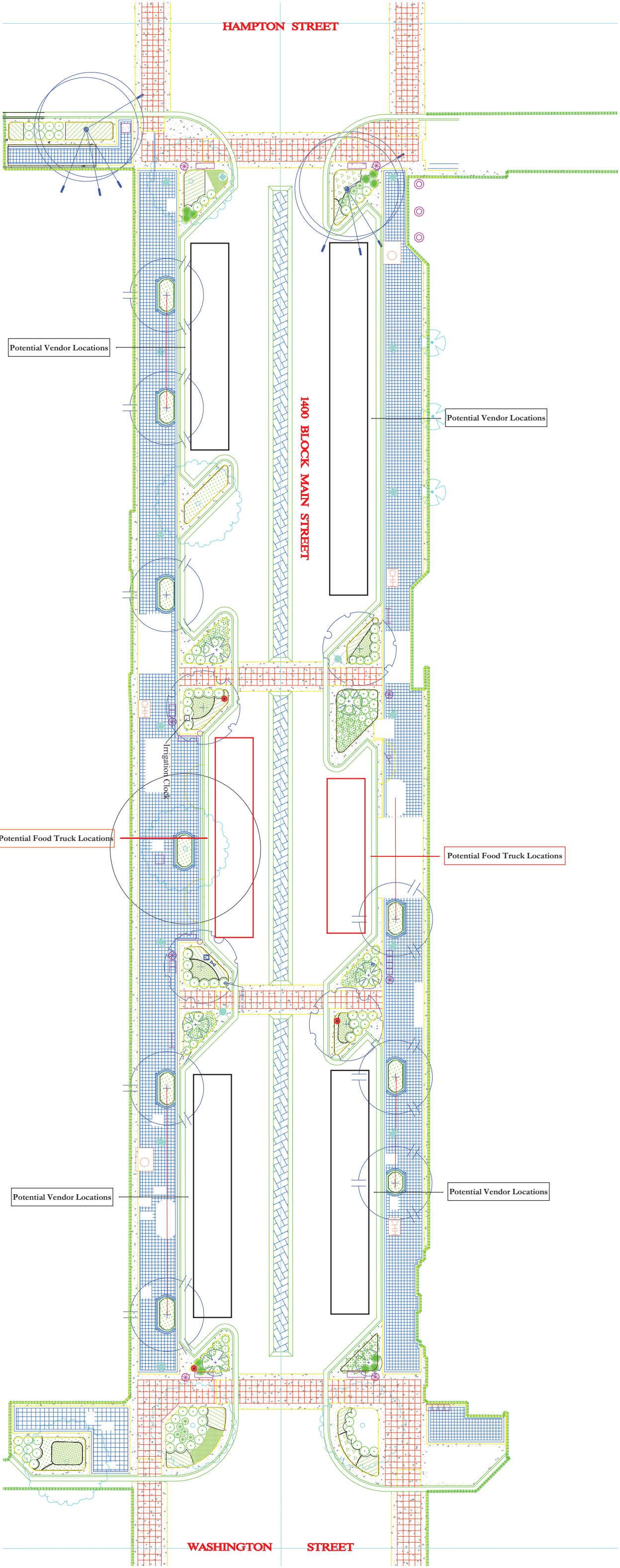
Introduced:

Final Reading:

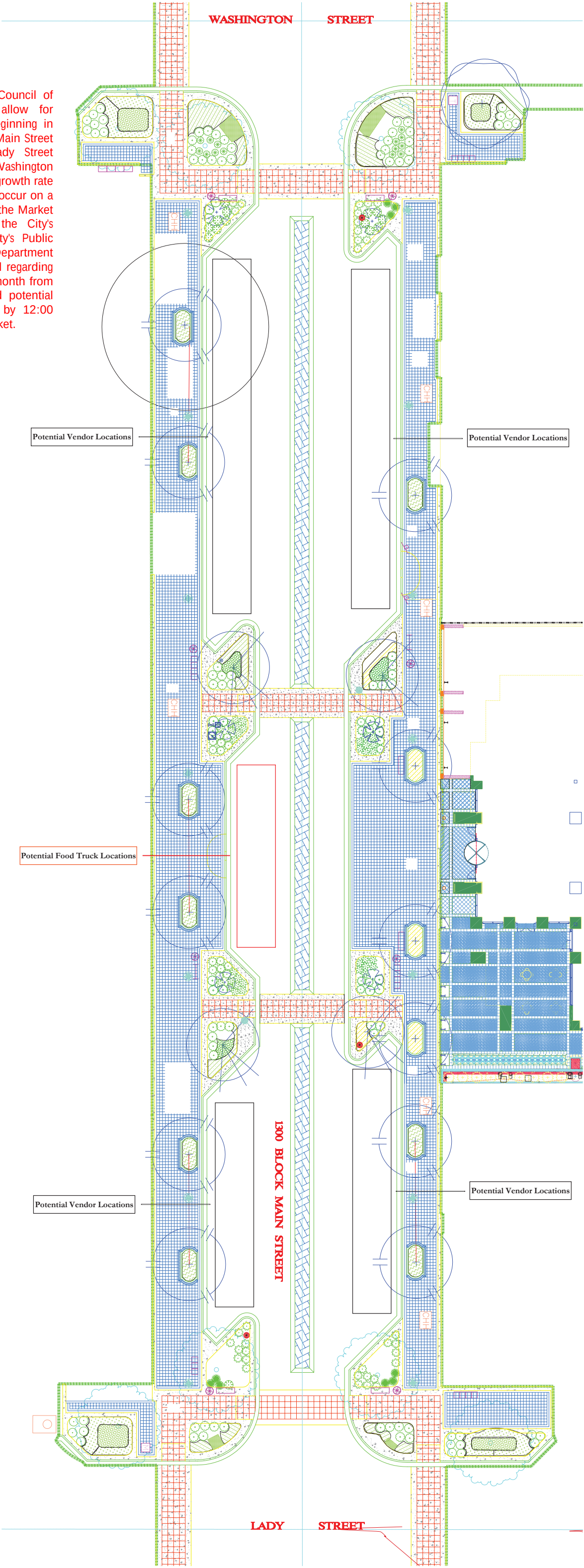
ATTEST:

City Clerk

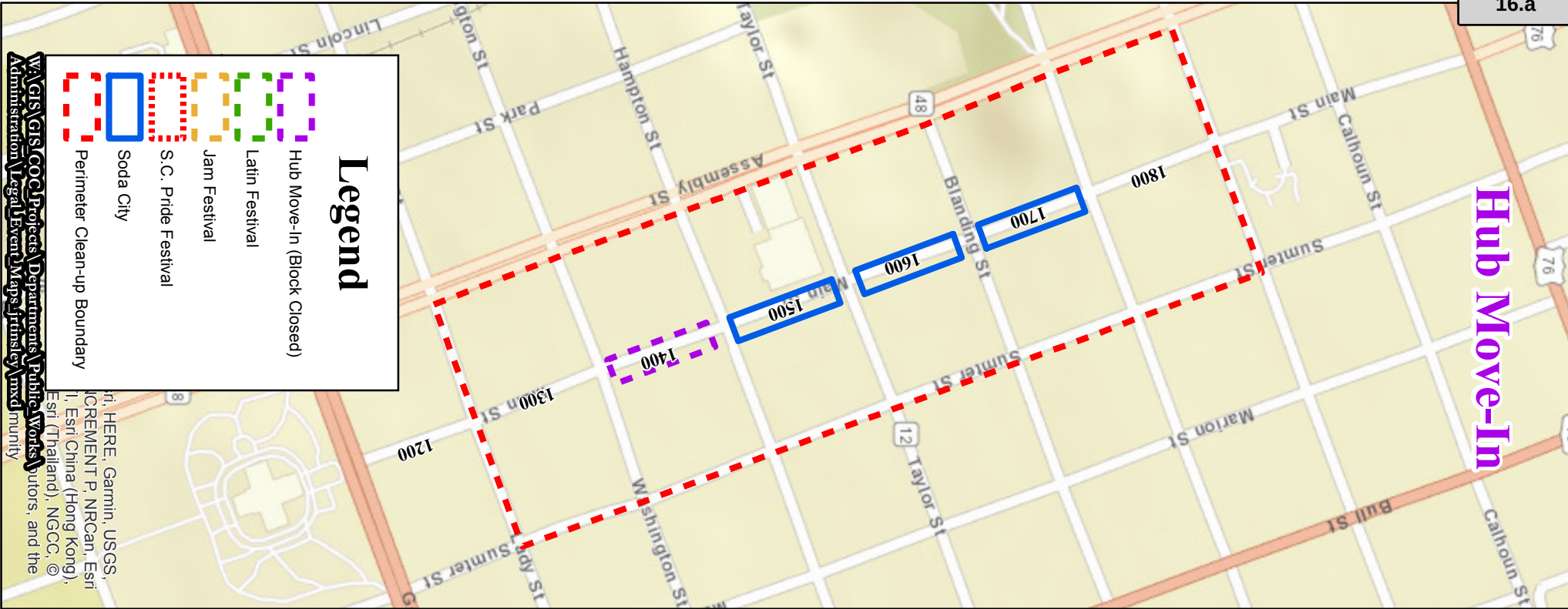




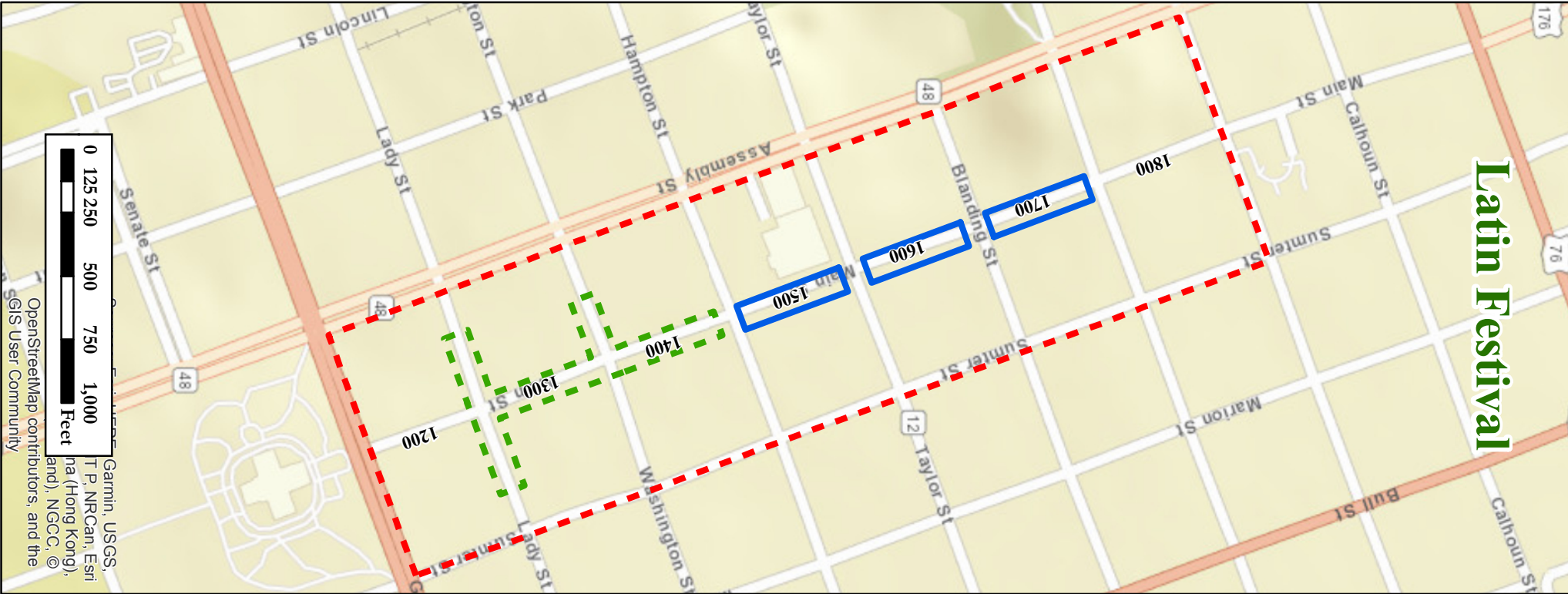
This area is subject to approval by Council of Resolution No.: R-2015-105 to allow for potential expansion of the Market beginning in 2017. The use of the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis. For the initial expansion the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 12:00 p.m. (noon) on Monday before the market.



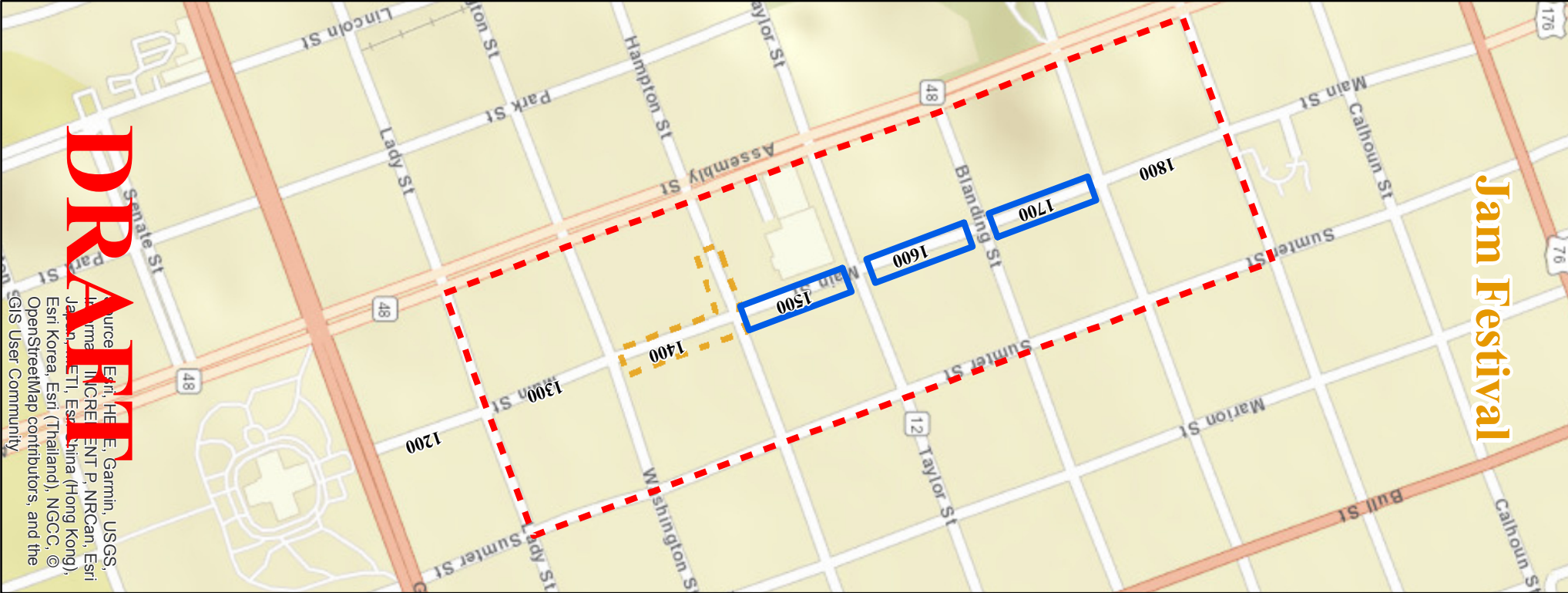
Hub Move-In



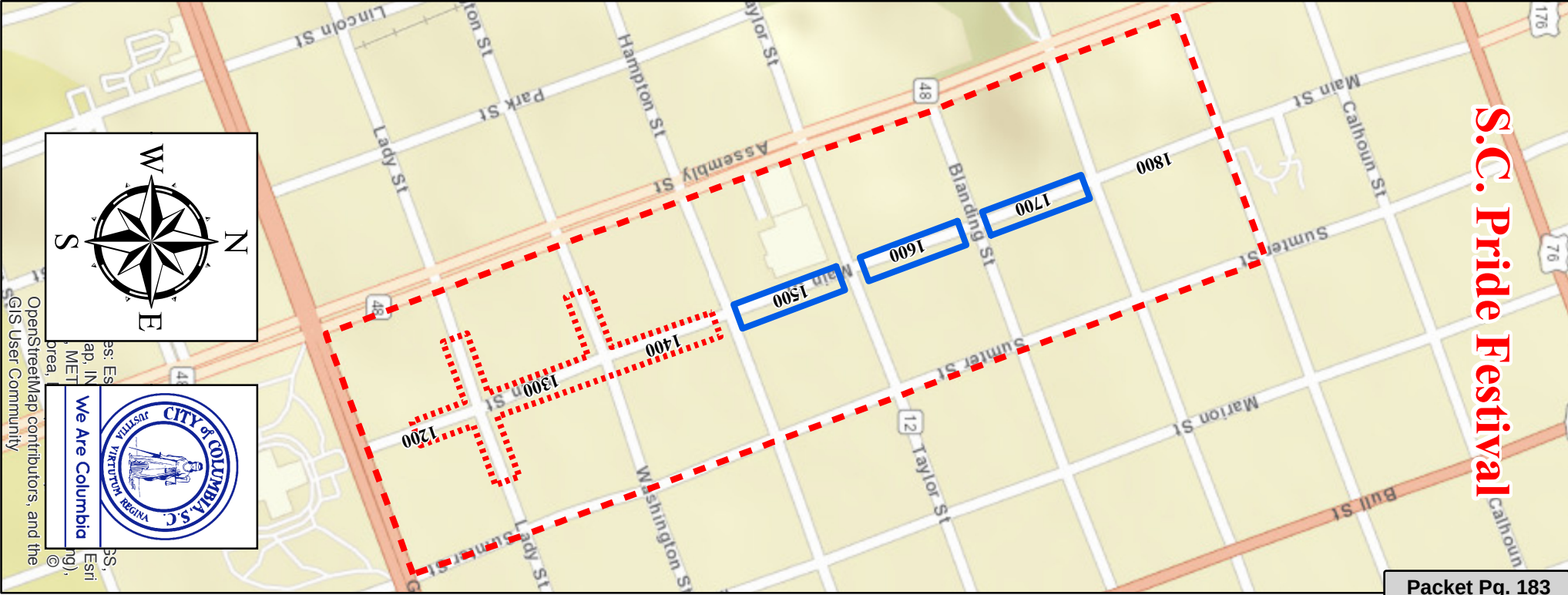
Latin Festival

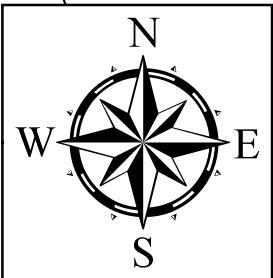


Jam Festival

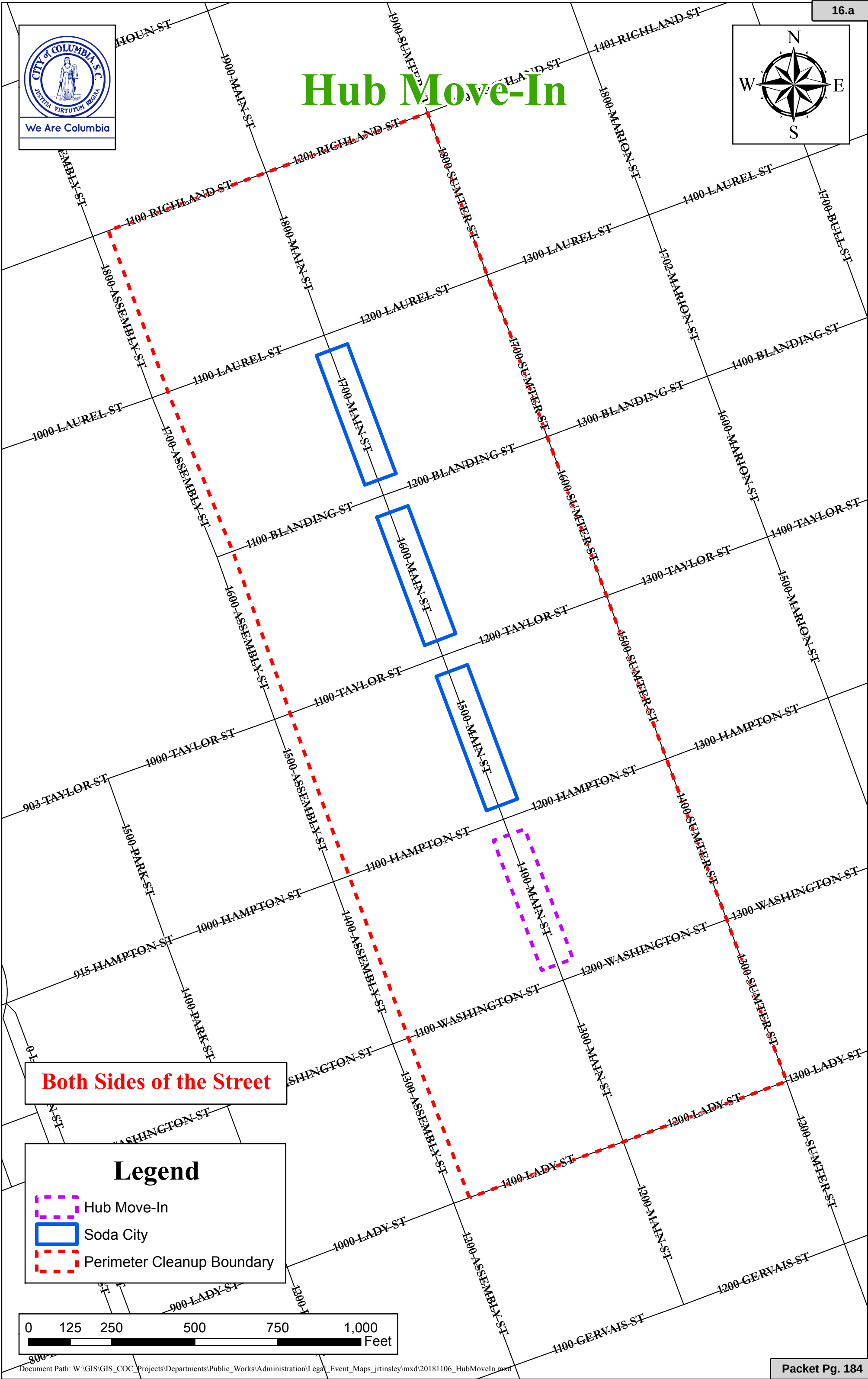


S.C. Pride Festival





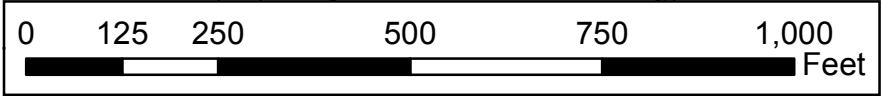
Hub Move-In

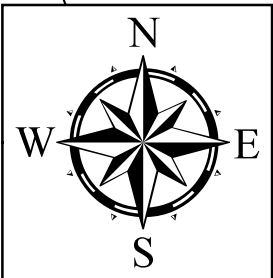


Both Sides of the Street

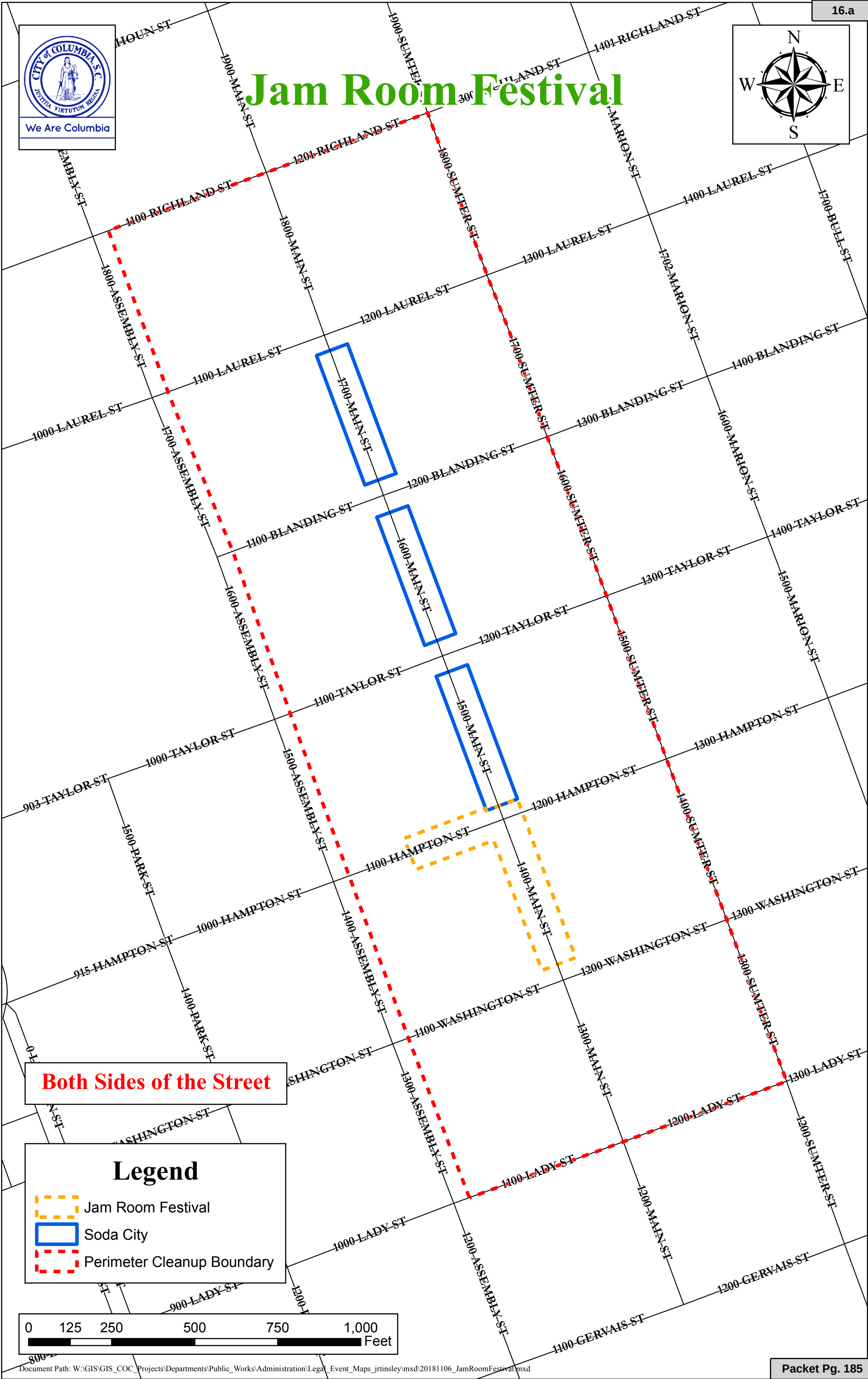
Legend

- Hub Move-In
- Soda City
- Perimeter Cleanup Boundary





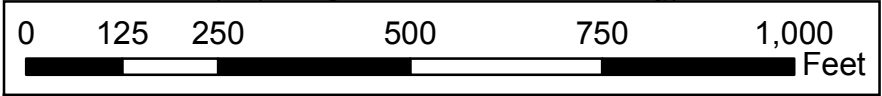
Jam Room Festival

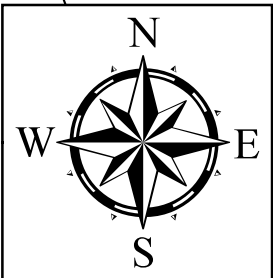


Both Sides of the Street

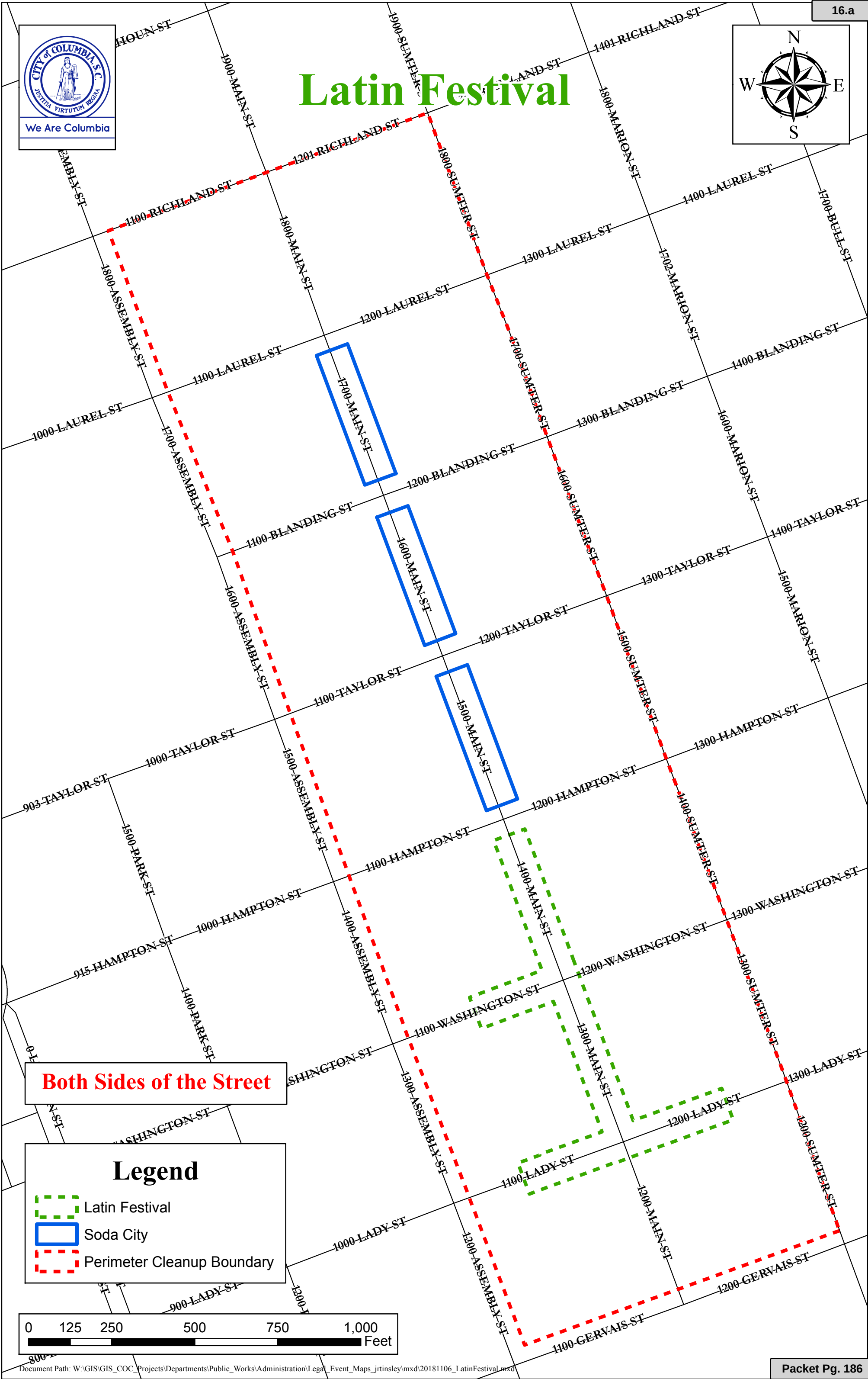
Legend

- Jam Room Festival
- Soda City
- Perimeter Cleanup Boundary





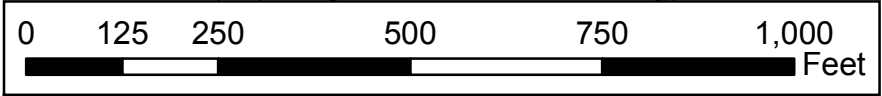
Latin Festival

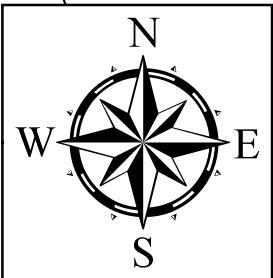


Both Sides of the Street

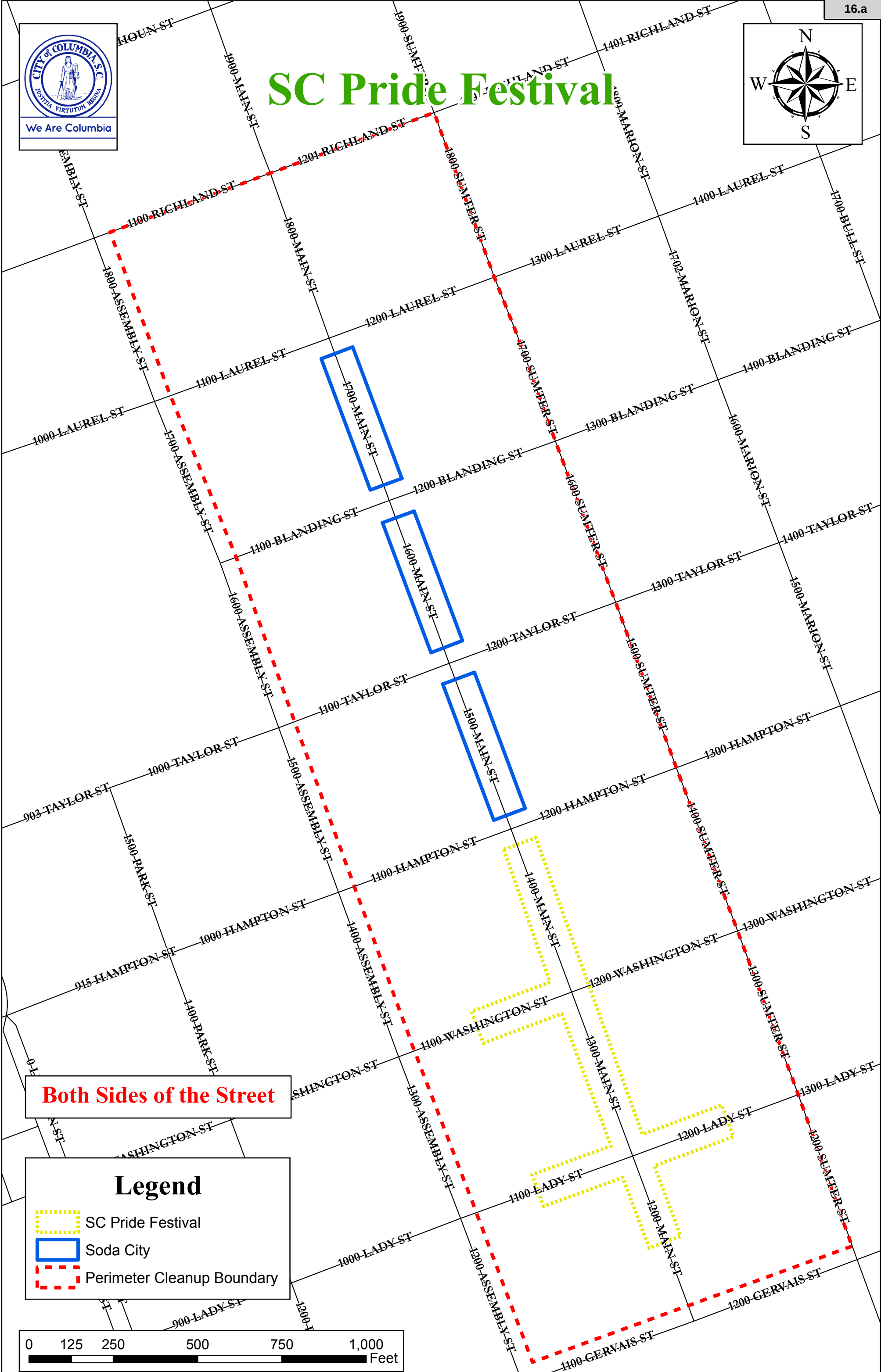
Legend

- Latin Festival
- Soda City
- Perimeter Cleanup Boundary





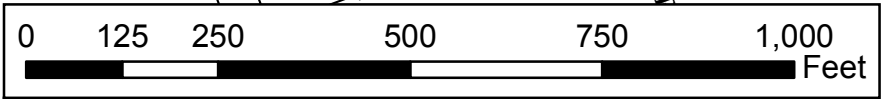
SC Pride Festival

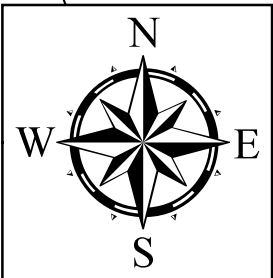


Both Sides of the Street

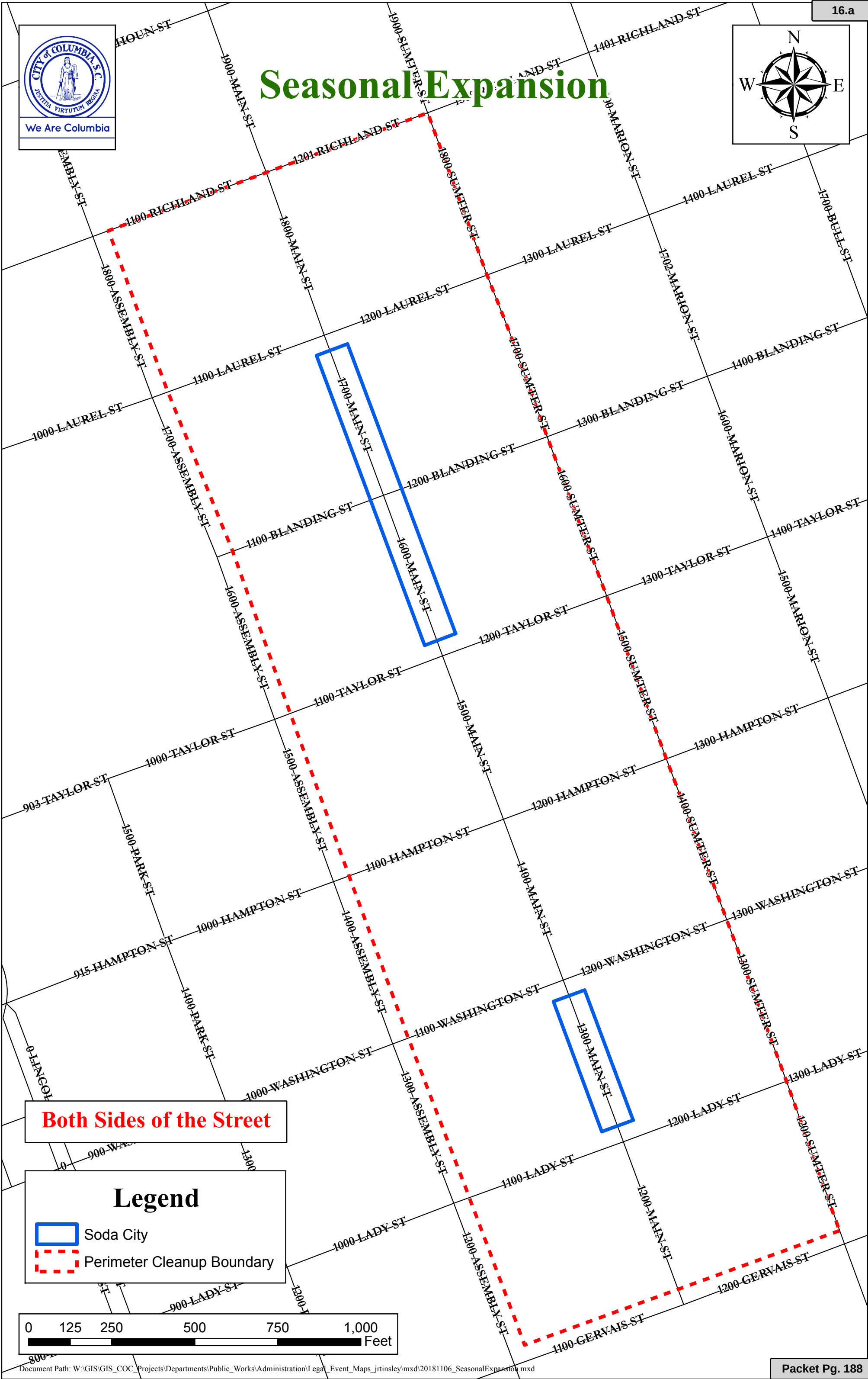
Legend

- SC Pride Festival
- Soda City
- Perimeter Cleanup Boundary





Seasonal Expansion



Both Sides of the Street

Legend

-  Soda City
-  Perimeter Cleanup Boundary

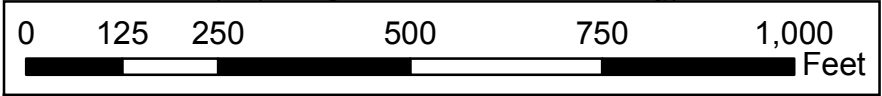


EXHIBIT "B"

A. Vendors must be licensed to conduct business in the State of South Carolina. The State requires all vendors (including resellers), with the exception of farmers, to secure a South Carolina retail license and post it at their booth each week for the entire event.

B. Vendors must have a current City of Columbia business license and are to be responsible for the collection and remittance of hospitality taxes to the City of Columbia.

C. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.

D. All vendors planning to sell any food product see the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein.

E. The state of South Carolina does not allow any food items for public sale to be manufactured in a home kitchen, except for those food items being sold pursuant to and in compliance with the South Carolina Cottage Food Bill. Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under SCDA/FDA jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a Process Authority (Clemson University or N.C. State) for analysis prior to sale.

F. Farms and nurseries are required to fulfill the South Carolina Department of Agriculture's "SC Certified" application process. Nursery growers are required to comply with South Carolina's Nursery Regulations.

G. Weights and measures are expected to be in accordance with local, state and federal laws and regulations.

Agricultural Sellers

- Corn Meal and Grits – corn checked by SCDA, Grist Mill Inspection SCDA, Inspection Report/Registration Number SCDA, approved SCDA labeling
- Dairy – SCDHEC Dairy regulations
- Cheese – contact SCDA
- Eggs – SCDA wholesale license, approved USDA labeling / washing / inspection / grading
- Honey – Honey House inspection SCDA, approved SCDA labeling
- Meat (poultry, beef, pork, and lamb) – SC Meat & Poultry registration, inspection, become Registered Meat Handler, inspection mark of SCMPID or USDA on meat, liability insurance
- Meat (rabbit, quail, alligator) – SCDA certification
- **Certified SC Grown – SCDA registration

Non-Agricultural Sellers

- Ocean Fish (whole and unprocessed) – contact DNR, Wholesaler License
- Ocean Fish (processed, dressed) – course/plan HACCP FDA, facility inspection/registration SCDA, wholesaler or commercial fisherman license, liability insurance
- Boiled Peanuts (off-sight) -- SCDA or SCDHEC inspected and registered facility, approved SCDA labeling
- Baked Goods, Candy, Nuts -- SCDHEC or SCDA registration, approved SCDA labeling
- Owners of DHEC approved bakery / restaurant: SCDHEC catering or retail food license, retail Grade "A" permit
- Canned, Jarred, Bottled Foods – required analysis at Clemson or NC State, SCDHEC or SCDA approved and registered manufacturing facility

EXHIBIT "C"
SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
Food Safety and Compliance Guidelines

All vendors must follow the following guidelines and provide documentation at the booths to sell any items listed below.

Corn Meal and Grits

Corn checked for aflatoxins by SCDA Lab 803-737-9700

Grist Mill Inspection by SCDA 803-737-9690

___ Provide copy of current SCDA Inspection Report/Registration Number.

___ Proper labeling with name of product, ingredient list, name and address of manufacturer and net weight that has been reviewed by SCDA for compliance.

Dairy

SC DHEC Dairy Division handles all regulations and requirements regarding fluid milk products. 803-896-0644

SCDA handles cheese and cheese products. 803-737-9690

All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

Keep at 45 degrees or lower at market. Label samples, "Display only".

___ Provide copy of current liability insurance.

Eggs

___ Provide copy of SCDA current wholesale license

___ Provide copy of current liability insurance

___ Keep eggs at 45 degrees or lower at market.

___ Label your sample carton, "Display only-Not for Sale."

___ Eggs must be washed, properly labeled, inspected and graded according to USDA Standards. 803-737-9690

___ A "packed on" or expiration date must be printed on all cartons/labels.

Fish and Seafood

Whole and unprocessed fish and seafood are under the Dept. of Natural Resources (DNR). 803-734-3886

Commercial Fisherman License and/or a Wholesaler's License is required to sell to public, including Farmers Market (call 843-953-9036 to apply).

Processed, dressed, gutted, scaled Fish

___ Complete a seafood HACCP course provided by FDA and have a HACCP plan.

___ Provide copy evidence of completion of HACCP course/plan

___ Use of an inspected and registered facility (fish house) by SCDA.

___ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

___ Provide copy of commercial fisherman's license.

___ Provide copy of current liability insurance.

Honey

___Honey is a processed food and must be cut, extracted and packaged in an SCDA approved (inspected) and registered Honey House.

___Provide copy of current Inspection Report for your facility and letter from shared honey house verifying use.

___Honey must be properly labeled with Name of product, name and address of manufacturer, and net weight. Label must be in compliance with SCDA laws.

___Honey exemption (sales to end consumer, less than 150 gal/Yr, complete exemption form); Must be labeled.

Meat

Poultry, beef, pork and lamb is regulated by SC Meat and Poultry Inspection Division, Clemson Livestock, Poultry and Health, 500 Clemson Road, Columbia, SC. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

___Must become a Registered Meat Handler to sell meat at farmers market (no cost)Door-to-door Meat firms must comply with SC Weights and Measure Laws. 803-737-9690

___Inspection mark on meat(either SCMPID establishment # or USDA #) 803-788-8747

Meat must be kept frozen at 0° F or less/ kept refrigerated at 45°F or less

___Provide copy of current liability insurance.

Peanuts

Boiled peanuts must be boiled, kept hot and bagged on site. No label required. (See exception)

Other types of peanuts and nuts that are prepackaged must be prepared in an inspected and registered off site facility by SCDA. Approved kitchen and labeled with name of product, ingredient list, name and address of manufacturer and net weight.

___Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

Baked Goods, Candy, Covered nuts

Baked goods, candy, covered nuts must be prepared in an inspected facility.

___Provide inspection report for your DHEC or SCDA approved and registered facility and letter giving you permission to use another facility and copy of inspection report.

___Use an approved label (State and federal law)! Derek Underwood, 803-737-9690, SCDA will work with you.

___Vendors who are owner operators of a DHEC approved bakery or restaurant can sell certain foods at the farmers market under their catering license or retail food license issued by SCDHEC 803-896-0640. Must post or provide retail Grade "A" permit at point of sale.

___Provide current Inspection report for bakery or restaurant

Canned/jarred/bottled Foods

___Canned/jarred/bottled Foods (jams, jellies, sauces, chow-chow and pickled foods) must be sent to Clemson University or NC State Univ. for analysis.

___Attendance required at Better Process Control School, FDA and SCDA registration, etc, for pickled foods.

___Illegal home canned foods are hazardous and cannot be sold. DHEC or SCDA registered facility must be used. Derek Underwood will work with you on how to manufacture canned foods.

___Provide documentation from SCDA that foods are approved for market

Organic Products

Organic Certification is required to advertise that you are selling organic products. Certificate should be displayed.

___Provide copy of certificate

Clemson University's Department of Plant Industry is a USDA approved Accredited Certifying Agent. This accreditation allows DPI (Department of Plant Industry) to certify organic operations in the three major categories of certification. Those three categories are crops, livestock and processing. For more information concerning organic certification, please send an email Kyle Stephens, rstphns@clemson.edu or call 864-646-2140.

Certified SC Grown

Membership in the Certified South Carolina Program is made by application to and acceptance by the South Carolina Department of Agriculture. All farm producers, food manufacturers, specialty food producers, packing facilities and others engaged in the production or manufacture of agricultural products in South Carolina are eligible to apply. Applications are on the web <http://agriculture.sc.gov> or call Ansley Rast Turnblad at arast@scda.sc.gov or call 803-734-2210. Members should display Certified South Carolina Grown logo.

Derek Underwood, 803-737-9690, SCDA will work with you on any requirements where SC Department of Agriculture must give approval. SCDA regulates farmers markets in South Carolina.

Nursery Stock

To sell nursery stock at the Soda City Market certified producers must adhere to the following standards:

1. Possess a valid nursery license or dealer license from the state of South Carolina, whether fee exempt or commercial.
2. Comply with pest cleanliness quality and patent regulations (ie. knock out roses).
3. Possess verification that the nursery stock they sell is of their own production. Records must be kept for a period of not less than 12 months, and include the date and source of materials. Production shall mean:

a. Plants are in the possession and control of the certified producer for not less than 90 days from purchase or from the date of first planting in the case of sexual (seeds) and vegetative-asexual (cuttings, grafting, etc.)

For more information contact:

Eric Hitzler, State Plant Inspector;(864)646-2140; ejhtzlr@clemson.edu; Clemson University, Department of Plant Industry, 511 Westinghouse Road, Pendleton, SC 29670;<http://dpi.clemson.edu>

Disclaimer: The guidelines contained in Exhibit "B" and "C" are meant for educational purposes only. Please contact State Compliance Manager, Derek Underwood for appropriate contact, regarding your individual food safety and compliance issue.

EXHIBIT "D"
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate as a vendor in the Soda City open air farmers' market ("Market") sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of my participation as a vendor in the Market sponsored by the City of Columbia.

I acknowledge that I have read and understand this Indemnification and Hold Harmless Agreement, and I agree to be legally bound by it.

Vendor's Signature

Date

Vendor's Name (Please Print)

EXHIBIT "E"

STATE OF SOUTH CAROLINA	)	AGREEMENT TO ORGANIZE AND
	)	OPERATE AN OPEN AIR FARMERS' MARKET
COUNTY OF RICHLAND	)	(Resolution No.: R-2018-107)

WHEREAS, Emile DeFelice ("Organizer") is organizing and is to operate Soda City, an open air farmers' market ("Market"), to be held from January 2019 to December 2023 within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, the Organizer of the City-sponsored Market is in the unique position of acting as a positive promoter and de facto goodwill ambassador of the City; and,

WHEREAS, the City of Columbia Council has enacted Resolution No. R-2018-107 authorizing the said event and imposing certain terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market; and,

WHEREAS, the City is desirous of binding the Organizer to such terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market as set forth in the aforesaid resolution, NOW, THEREFORE,

FOR AND IN CONSIDERATION of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. The Organizer does hereby agree to be fully bound by, strictly perform and comply with all terms, conditions and requirements set forth in Resolution No. R-2018-107, a copy of which is attached hereto and incorporated herein by specific reference thereto and the City agrees to allow the Organizer to organize and operate the Market pursuant to the aforesaid resolution, provided that that the dates and times of the Market do not conflict with other events which may be held in the 1500 block of Main and/or Boyd Plaza. The City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary.

2. The Organizer shall provide the City (Public Works) with a Market layout listing the vendors that will participate in the event and their tent location for the event by Friday noon of each week prior to each Saturday event. Organizer shall also provide with the Market layout properly executed vendor indemnification and hold harmless agreements from each vendor that will participate in that Saturdays' event. The Organizer will conduct himself in

accordance with his role as positive promoter and de facto goodwill ambassador of the City of Columbia in matters related to the Market. In the event that Organizer fails to act as a positive promoter and de facto goodwill ambassador of the City, the City, at its sole option, may immediately terminate this Agreement.

The event shall be revenue neutral to the City and the Organizer shall pay all costs incurred for the Market, including but not limited to police, fire, which are listed by way of illustration and not limitation. Organizer shall pay such costs to the City by noon on the Wednesday following each Saturday event.

In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth in the aforesaid Resolution or this Agreement, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate this Agreement. Organizer may terminate this Agreement at any time.

In further consideration of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organizer, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of operation of the Market sponsored by the City of Columbia, including those arising from vendor or customer participation in the market. Organizer acknowledges that he has read and understands this Indemnification and Hold Harmless provision and agrees to be legally bound by it.

This document contains the entire Agreement between the Organizer and the City. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing by both parties.

This Agreement shall be construed in accordance with the laws of the State of South Carolina.

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: City of Columbia, Attn: City Manager, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the Organizer shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: 1332 Main Street Suite 204 Columbia, SC 29201.

The failure of the Organizer 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 subsequent time. Waiver of any breach of the Agreement by the Organizer or the City shall not constitute waiver of any subsequent breach.

Unless otherwise terminated as provided for herein, this Agreement shall terminate on December 31, 2023.

Witness the parties' respective hands and seals as of the dates reflected below.

WITNESSES:

DATE: _____

WITNESSES:

DATE: _____

ORGANIZER

Emile DeFelice

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

SODA CITY AREA

RAMP TO SECOND FLOOR
PUBLIC PARKING

TAYLOR STREET



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Public & Media Relations

FROM: *Leshia Utsey, Director*

SUBJECT: Recognition of the 2018 Association of Public-Safety
Communications Officials Award Recipients - Ms. Teresa
Wilson, City Manager

PURPOSE: Ms. Kizzy Dunlap, National Emergency Number Association
Telecommunicator of the Year

Ms. Regina Goodwin, National Emergency Number
Association Palmetto Award

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** 2018 APCO-NENA TELECOMMUNICATOR OF THE YEAR AWARD - K.
DUNLAP (PDF)
- **#b:** 2018 APCO-NENA PALMETTO AWARD - R. GOODWIN (PDF)

COLUMBIA-RICHLAND 911 COMMUNICATIONS

“We will be there when you need us the most”



“One Mission, One Message, One Columbia”

**2018 APCO - NENA
Telecommunicator of the Year Award**

Columbia-Richland 911 is proud to nominate Kizzy Dunlap for the 2018 Telecommunicator of the year award. Ms. Dunlap started working at Columbia-Richland 911 Communications in 2015. During her time here she has mastered all the law channels which include Richland County Sheriff department and City of Columbia Police Department. She has become an asset to her team, but also an integral part of Columbia-Richland 911 daily operations. She was promoted to STO in 2016 and has assisted in the training of multiple employees during her time at Columbia-Richland 911.

Ms. Dunlap is a very hard worker and she never lets her personal issues affect her daily performance. Ms. Dunlap is truly an example of Columbia-Richland 911 core values of courtesy, respect, efficiency, professionalism and sense of urgency. Ms. Dunlap skills were never more highlighted then the call she dispatched at 1200 Saint Andrews Rd on March 02, 2018. Call came in as missing juvenile who was threatening to harm his siblings. Ms. Dunlap was the Telecommunicator on this call and showed a sense of urgency getting the call dispatched and getting all the necessary information to officers in a timely manner. She remained professional throughout the call. Due to her sense of urgency and efficiency the juvenile was located and none of his siblings was hurt. She not only grabbed the attention of Columbia-Richland with her performance, but the attention of the deputy who responded. The deputy called after the completion of the call to let us know that by her relaying all the pertinent information with efficiency and sense of urgency this call could have had a very different outcome. Not only is she a great dispatcher, but as a call taker has some of the lowest QA and complaints in the center and is always one of the top performers in call stats.

COLUMBIA-RICHLAND 911 COMMUNICATIONS

“We will be there when you need us the most”



“One Mission, One Message, One Columbia”

Kizzy Dunlap is definitely an employee who embodies all the qualifications to be this year's Telecommunicator of the year award recipient. She not only covers all those qualifications, but also is true to the core values of Columbia-Richland 911. Ms. Dunlap has not been with Columbia-Richland long, but she has worked really hard to be the dispatcher she is today and is well rounded in all areas of her job and this is why we are proud to nominate Kizzy Dunlap to represent Columbia-Richland 911 as this year's Telecommunicator of the Year nomination.



COLUMBIA-RICHLAND 911 COMMUNICATIONS

“We will be there when you need us the most”



“One Mission, One Message, One Columbia”

COLUMBIA-RICHLAND 911 COMMUNICATIONS

“We will be there when you need us the most”



“One Mission, One Message, One Columbia”

**2018 APCO - NENA
Palmetto Award**

Regina Goodwin is being nominated by Columbia-Richland 911 Communications for the 2018 APCO Palmetto Award. She was hired as a Telecommunicator with our organization back in 2013; however, her career in public safety had begun some time ago. Goodwin has a natural ability, whose talent and passion for her job personifies just what it means to be a team player. She often has adjusted her schedule to assist with coverage, but regardless of the shift she works, her attitude exudes positive energy, beckoning others with delight—her peers and superiors speak highly of her and her work performance.

Regina is a team player, one who seeks to only better the center and provide quality service to the citizens/emergency responders we serve. She is a fast learner, one who quickly learned all of the radio protocols for all emergency dispatch disciplines (law, fire, and medical). Aside from the standard shift work, she has accepted additional responsibilities in the form of serving on the Columbia-Richland 911 Communications Executive Committee—a governing body which was founded to address internal issues and seek to boost the morale within the work place. Additionally, she continues to play an integral part in the training program, as she is often assigned a new Telecommunicator trainee to train. These extra duties have not hindered her performance in other areas, for she is able to multitask with ease.

It’s an understatement to say Goodwin’s performance is unmatched, but it is easy to see how she is exceptional. Another unique quality she possesses is her ability to effectively process an exceeding high number of calls (both emergent and non-emergent)—her call stats are remarkably higher than her counterparts, and at times higher than those strictly dedicated to only answering phone. Her ability to answer the phones are the same regardless of the channel she is assigned—she is able to produce high quality work, even while maintaining her busy channel.

2018 Palmetto Award (Continued)

COLUMBIA-RICHLAND 911 COMMUNICATIONS

“We will be there when you need us the most”



“One Mission, One Message, One Columbia”

Page: 2 of 2

She understands how to prioritize her duties (placing the radio and phone above all), however during her downtime, she is often engaged in playful conversation with her co-workers, bringing about light laughter in the center. She has also orchestrated monthly dinners for her shift and prepared the meals herself as means to encourage fellowship.

It is apparent Goodwin takes pride in her works and she upholds Columbia-Richland 911 Communications' Core Value (Courtesy/Respect, Efficiency, Professionalism, and Sense of Urgency) with sincerity. It's for these reasons, it's our privilege to announce Regina Goodwin as our selection as the 2018 APCO Palmetto Award recipient.





We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Special Presentation for the Harlem Heights Project - Senator John L. Scott, Jr., S.C. Senate District 19, Richland County

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: National Apprenticeship Week Proclamation - The Honorable Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** apprenticeship week 2018 proc (PDF)



City of Columbia
A Proclamation of National Apprenticeship Week

WHEREAS, apprenticeships offer employers the opportunity to develop a skilled and productive workforce while growing their businesses; and

WHEREAS, South Carolina is dedicated to providing education and training to ensure that our workforce is qualified for the high-demand jobs in the state; and

WHEREAS, since its establishment in 2007, Apprenticeship Carolina, a program of the SC Technical College System, has grown apprenticeships in the state at a phenomenal rate, broadening the scope to include nontraditional industry sectors such as healthcare, information technology, tourism and advanced manufacturing as well as the traditional trades like construction, electrical and plumbing and military (South Carolina National Guard); and

WHEREAS, the expansion of programs, such as the increasingly popular youth apprenticeship component, has resulted in the growth and diversity of apprentices in our great state, including higher numbers of female and minority apprentices; and

WHEREAS, the City of Columbia is delighted to recognize the importance of apprenticeships in the city and across the state.

NOW THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 12 -16, 2018 to be

National Apprenticeship Week

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Global Entrepreneurship Week and Women's
Entrepreneurship Day Proclamation - The Honorable Stephen
K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** global entre week (DOC)



City of Columbia

A Proclamation of Global Entrepreneurship Week and Women's Entrepreneurship Day

WHEREAS, Columbia and the nation have resolved to proclaim November 12-16, 2018 to be Global Entrepreneurship Week; and

WHEREAS, it is fitting and proper to recognize this opportunity to officially encourage entrepreneurship and innovation in the community and its citizens; and

WHEREAS, it is appropriate to help and encourage those individuals and entities who are striving to build a stronger entrepreneurial ecosystem and benefit our community by it; and

WHEREAS, more than 15,000 partner organizations across the world come together annually to acknowledge the power of entrepreneurship in building communities and to celebrate innovators and job creators who launch startups that bring ideas to life, drive economic growth and expand human welfare; and

WHEREAS, South Carolina is home to more than 160,000 women-owned businesses, and Columbia is home to the Women's Business Center of South Carolina built to serve the needs of those business owners; and

WHEREAS, Global Entrepreneurship Week recognizes women can be a catalyst for large-scale economic growth – not just in countries where the basic rights of women are a struggle, but in developed economies as well by recognizing Women's Entrepreneurship Day and celebrating it on November 16, 2018; and

WHEREAS, the City of Columbia is delighted to recognize Global Entrepreneurship Week and Women's Entrepreneurship Day and encourages residents to celebrate entrepreneurship in the city.

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim November 12-16, 2018 to be

Global Entrepreneurship Week and Women's Entrepreneurship Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

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

Daniel Rickenmann
District IV, Council Member

Tameika Isaac Devine
At-Large, Council Member

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

Moe Baddourah
District III, Council Member



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of Columbia Weighs In Challenge Winners - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** partner gyms release (DOCX)



FOR IMMEDIATE RELEASE

Contact: Lauren Harper, Office of the Mayor
ljharper@columbiasc.net
 803-908-2603

#ColumbiaWeighsIn partners with local gyms for official weigh-in locations

COLUMBIA, S.C. (March 13, 2018) – The #ColumbiaWeighsIn challenge now has official weigh-in locations where participants in the challenge can weigh themselves free of charge.

“We are excited to embark on a three-month health and wellness journey that will not only change the width of our waistbands but will also change the lives of the people of Columbia,” said Columbia Mayor Benjamin. “Weight loss is more than just shedding a few pounds – it’s about taking better care of the one body you were given and seeing how diet, exercise and healthy thinking can impact the other areas of your life.”

The #ColumbiaWeighsIn partner gyms are:

Dynamic Health and Fitness,
 Wolf’s Fitness,
 24/7 Health and Fitness Center – Downtown Columbia*,
 Muv Fitness – All locations** and
 Downtown YMCA.

Participants may access scales at partner gyms during each facility’s operational hours.

Mayor Benjamin officially launched the #ColumbiaWeighsIn challenge on March 1, which challenges the City of Columbia to lose 25,000 pounds collectively between March 1 and June 1.

Those interested in participating in the challenge can sign up at any time on the website at columbiaweighsin.org.

Throughout the three months, there are weigh-in days when participants will report their current total weight loss. The schedule is as follows.

Weigh-In #1 - March 22
 Weigh-In #2 - April 12
 Weigh-In #3 - May 3
 Weigh-In #4 - May 24

At the end of the three months, the City will host Columbia Weighs In Day to calculate the total amount of weight the city lost collectively.

Gyms interested in being a #ColumbiaWeighsIn partner gym can contact Lauren Harper at ljharper@columbiasc.net.

For more information, contact Lauren Harper at ljharper@columbiasc.net.

*Because 24/7 Health and Fitness Center is not staffed, those wanting to weigh in may do so between 10-11 a.m. on Tuesdays. Participants may get a key fob for access by visiting Michael's Cafe located next to the facility. They will be asked to leave their driver's license in exchange for the key fob.

**Muv Fitness is offering a complimentary 14-day trial to all #ColumbiaWeighsIn participants.

###



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: MAJOR AMENDMENT to a PUD - 3319 Millwood Drive,
TMS# 13804-03-09

PURPOSE: Council District: 3 & 4

Proposal: Request to make a Major Amendment to a PUD-C

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 09/05/18; Deferred; 10/01/18; Approval (5-4)

FINANCIAL IMPACT:

ATTACHMENTS:

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



CITY COUNCIL

November 20, 2018 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Major Amendment to a PUD Case Summary 3319 Millwood Drive, TMS# 13804-03-09

Council District:	3 & 4
Proposal:	Request to make a Major Amendment to a PUD-C
Applicant:	Raymond A. Perkins, Jr., Richland School District One
Staff Recommendation:	Approval
PC Recommendation:	09/05/18; Deferred 10/01/18; Approval (5-4)
ZPH, 1st Reading:	11/20/2018; Pending
2nd Reading:	12/04/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~20.91 acres

Current Use: Dreher High School

Proposed Use: Dreher High School (addition of athletic facilities and residential parcels)

SC Aeronautics Overlay: The subject property is located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.

Land Use Classification: Urban Core Residential Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Commercial District (PUD-C)

Proposed Zoning: Planned Unit Development- Commercial District (PUD-C)

DETAILS OF REQUEST

Applicant is requesting a major amendment to a PUD-C to allow for a new multi-purpose field and tennis courts. Two residential parcels will be created near the corner of Daly Street and Michigan Street. A detailed site plan and landscape plan are incorporated as part of the major amendment.

Regarding the bus loop (#9 on the site plan):

Based upon Richland County School District (RCSD) One's meetings and extensive discussions with OSF and with the SCDOT Office that reviews school site plans on behalf of OSF, RCSD One has located the bus loop to provide the optimum configuration permitted. RCSD One has reduced the proposed turning radii to a minimum for a bus to comfortably traverse the loop and return to Millwood Avenue, while allowing the western athletic field to shift from the initial plan. The configuration allows for the stacking of 11 buses. With regard to the points of egress for bus traffic, it is

SCDOT and OSF's policy to keep bus pick up and drop off isolated from vehicle traffic. To that point, RCSD One has been directed by SCDOT and OSF to install a gate at the location where the bus loop and the rest of the parking lot meet which is to remain closed during bus pick up and drop off.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential – Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center, most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Office/Service
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is covered by *Millwood Avenue Corridor Enhancement Guide* (1993). At the time of this corridor planning effort, the Dreher High School property was zoned RS-2, and the land use proposed for the property was Office/Institutional. The Plan recommends streetscape improvements, including a traffic signal at Butler and Millwood when warranted by pedestrian traffic from Dreher High School. It also recommends expanded tree planting and landscaping in the public rights-of-way. (pg. 34)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Commercial District (PUD-C). The abutting properties in the City of Columbia are zoned Single-Family Residential District (RS-2) and General Residential District (RG-1) to the North, Single-Family Residential District (RS-1) to the East, Neighborhood Commercial District (C-2) and General Commercial District (C-3) to the South and Office and Institutional District (C-1) and General Commercial District (C-3) to the West.

The proposed zoning district is Planned Unit Development- Commercial District (PUD-C).

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height

insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to the PUD-C.

FORM REVISED 02/10



City of Columbia

APPLICATION to

AMEND THE ZONING ORDINANCE

OFFICE USE ONLY: Date Received _____

By _____

1) APPLICANT (Please Print)

Name:	Raymond A. Perkins, Jr.	Company:	Richland School District One
Tel. #:	803.231.7057	Fax#:	803.231.7060
Mobile #:	803.528.1628	E-mail:	raymond.perkins@richlandone.org

Do you own any of the property affected by this application? ☒ YES ☐ NO; If NO, provide Letter of Agency

2) THIS APPLICATION IS FOR (Check all that apply)

☒ **REZONING (MAP and/or PUD AMENDMENT)**

From: _____

To: _____

For PUD Amendment (Check one below)

☐ Minor Amendment☒ Major Amendment

PROPERTY INFORMATION

Address: 3319 Millwood Ave., Columbia, SC 29205

TMS#: R13804 - 03 - 09

Total Acreage: 20.910

Current Use: School

Proposed Use: School

Current Zoning: PUD-C

☐ **TEXT AMENDMENT**

List affected code section(s): _____

3) DETAILED PROJECT DESCRIPTION: (Attach additional paper if you need more space)

See attached PUD-C Major Amendment, dated July 11, 2018.

4) NEIGHBORHOOD CONSULTATION

Prior to the Planning Commission meeting, meet with the adjacent neighbors or neighborhood association to communicate details of the proposed project. Please note that this informational meeting is not required by ordinance, but is *strongly* encouraged. Contact information may be obtained from Zoning staff.

5) SIGNATURE

Applicant Signature: _____

Print Name: _____

Date: _____

PC Date: _____

ZPH Date: _____

Action: _____

1st Reading Date: _____2nd Reading Date: _____

Action: _____

Action: _____

City of Columbia Zoning Application: PUD-C Major Amendment

Dreher High School
Richland School District One

This document proposes an amendment to the current PUD-C zoning of the area generally bounded by Michigan Street on the north, Millwood Avenue on the south, Adger Road on the East and Daly Street on the west. An architectural site plan prepared by Quackenbush Architects + Planners, LLC titled “Dreher High School Athletic Field Improvements” (the “Site Plan”) and a landscape plan prepared by Grimbail-Cotterill, LLC and Quackenbush Architects + Planners, LLC titled “Dreher High School Athletic Field Renovations” (the “Landscape Plan”) are attached hereto as Exhibit “A” and incorporated herein by reference.

The existing requirements are noted in the attached letter from the City of Columbia to Richland School District One dated December 8, 2003 and referenced exhibits thereto all of which is attached hereto as Exhibit “B” and incorporated herein by reference. Please note that portions of the PUD-C application from December 8, 2003 have been stricken due to a conflict of terms or potential conflict of terms with this PUD-C Major Amendment. To the extent that there are additional terms in the PUD-C application that conflict with the terms of this PUD-C Major Amendment, the terms of this PUD-C Major Amendment control.

The proposed amendment includes the following items/conditions:

- I. Convert existing PUD to mixed use PUD.
- II. Amend mixed use PUD to provide the following modifications, see attached Site Plan:
 - a. Locate five tennis courts to southern area of existing band practice field with a 10' tall vinyl coated chain link fence around the perimeter of tennis courts; see Numbers 4 and 15 on Site Plan. There will be no electronic scoreboard allowed for the tennis courts.
 - b. Locate multipurpose practice field toward the existing high school building and Daly Street to create larger buffer zone between school property and neighborhood property lines to the north and east and west; see Number 5 on Site Plan.
 - c. The field and courts, when used for competition, must be used as provided for in the published athletic schedule (as may be amended) for Dreher-zoned school regular sessions with the understanding that a Dreher-zoned school/middle school must be a participant in the competition.
 - d. Locate bus turn around to area adjacent to current tennis courts subject to approval of permitting agencies; see Number 8 on Site Plan.

- e. Existing off-street parking will be 381 spaces; see section shown as “Parking” on Site Plan.
- f. The site at the corner of Daly Street and Michigan Streets with a lot size of 60’ wide x 70’ deep shall be governed by the standards of the RS-2 district classification as of September 1, 2018 with a lot size that has been modified to permit a lot 4,000 sq. ft.; see Number 10 on Site Plan.
- g. Install a 6’ fence vinyl coated chain link fence with access controlled gate to enter and exit arboretum; see No. 14 on Site Plan near arboretum, which is No. 11 on Site Plan.
- h. Construct a restroom and concession building (see No. 3 on the Site Plan), which will only be open and accessible for Dreher-zoned school/middle schools events. Said restroom and concession building will also contain the ticket sales for competitions.
- i. Install a fence around the multi-purpose field, which shall be no higher than six feet (see No. 14 on the Site Plan) with an access gate for spectators and competitors in the southwest corner of the multi-purpose field near the restroom and concession building shown as No. 3 on the Site Plan.
- j. Install a scoreboard for the multi-purpose field (see Number 6 on the Site Plan), but there will be no sound, electronic pictures or electronic advertisements associated with the scoreboard. There will be no public address system and no battery-powered megaphone. The scoreboard will be limited to 20’ in height and 25’ in width.

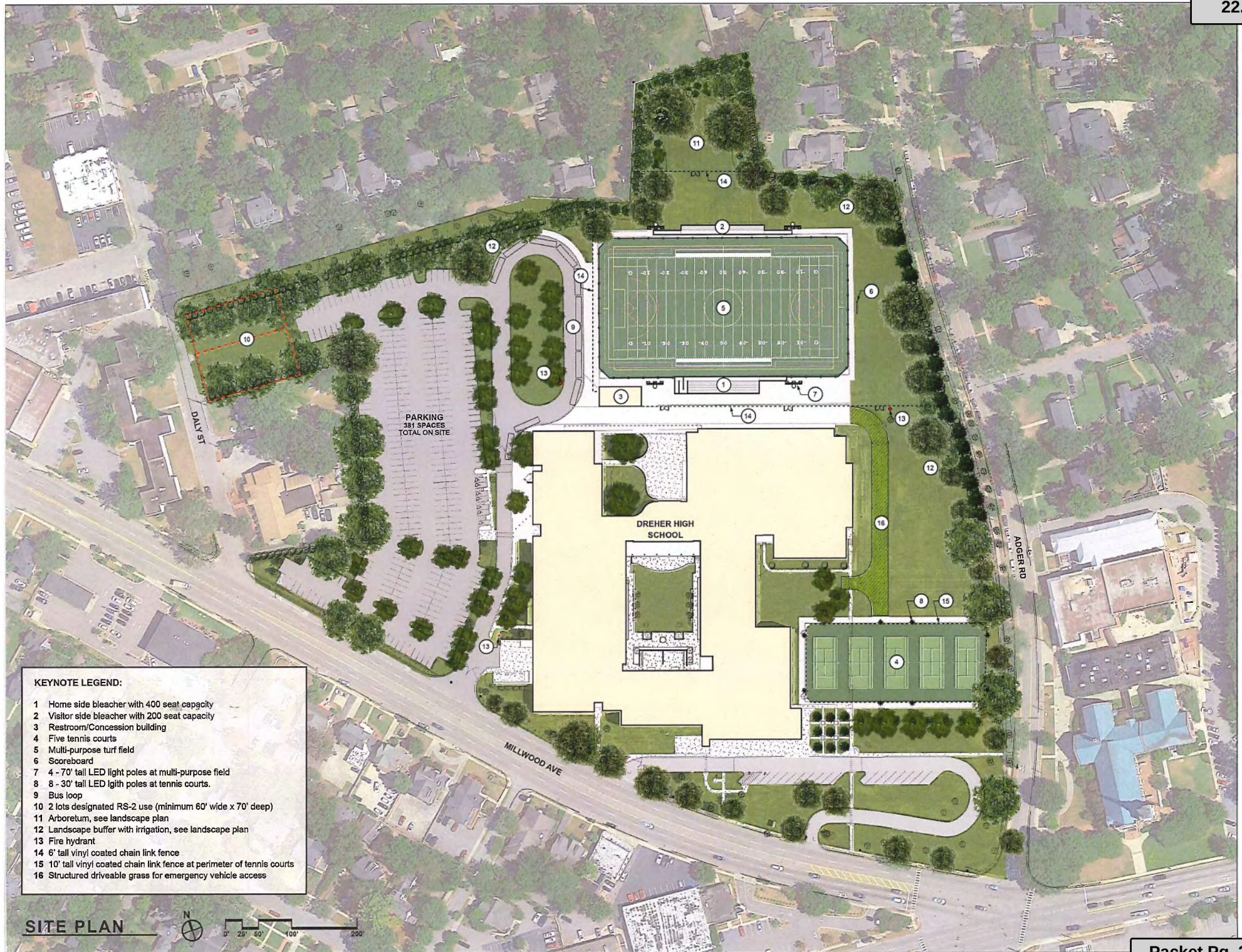
III. Prior to filing a petition to modify the PUD in the future, notice of the date, time and place of a meeting will be provided to Historic Heathwood Neighborhood Association, Melrose Neighborhood Association and Shandon Neighborhood Council. The purpose of the meeting will be informational and to allow an opportunity for the said neighborhood associations to ask questions and express any concerns prior to application. The notice of the meeting will be by letter mailed to the president of the said neighborhood associations to the address provided on the Columbia Council of Neighborhoods website. It is the said neighborhood associations’ responsibility to keep the contact information current on the Columbia Council of Neighborhoods website. Any amendments sought shall be subject to the regulations and standards associated with requesting PUD amendments.

IV. Prior to developing the area governed by the standards of the RS-2 district classification as of September 1, 2018 (see Number 10 on Site Plan), notice of a meeting will be sent as provided and for the purposes mentioned in Section III. The parcels shall be subject to the regulations and standards of the requested zoning district classification being sought.

- V. Lights in the area of the multi-purpose field (see Numbers 5 and 7 on Site Plan) and tennis courts (see Numbers 4 and 8 on Site Plan) will be extinguished by 9:00 P.M.; however, if competition ends prior to 9:00 P.M., the lights will be partially extinguished after the field is cleared at the end of the competition, consistent with the needs of safety and maintaining order. The lights will only be used for practices and competition involving Dreher-zoned schools/middle schools.
- VI. The multi-purpose field lights are limited to 4 poles approximately seventy (70') feet in height with LED with 100% cut off per specifications (see Number 7 on Site Plan); the tennis court lights are limited to eight (8) poles approximately thirty (30') feet in height with LED with 100% cut off per specifications (see Number 8 on Site Plan).
- VII. See attached the Landscape Plan for landscaping and buffer yard design.
- VIII. The multi-purpose field will not be used for varsity football competitions.
- IX. The height of the bleachers on the multi-purpose field will be limited to six (6') feet on visitor side or as close to this height as compliant with manufacturer's recommendation and specifications; see Number 2 on Site Plan.
- X. No pep bands will be allowed.
- XI. The only musical instruments allowed outside of the Dreher High School buildings will be those associated with the school band practices, which said practices will only occur during the hours of 6:00 a.m. to 8:00 p.m. Monday through Saturday.
- XII. No sound amplification system will be allowed or used for the practices or competitions on the Dreher High School property unless it is associated with the electronic amplification of the school band's instruments, which must be within City of Columbia noise ordinance requirements.
- XIII. Contact information will be published to allow interested persons and the leadership of the adjacent neighborhoods to raise concerns associated with the multi-purpose field and tennis courts.

This document is to serve as a supplement to the existing PUD agreement. All conditions outlined in the existing PUD and agreed upon by City Council on November 19, 2003 shall remain unless otherwise noted, however, as provided hereinabove, to the extent that there are additional terms in the PUD application that conflict with the terms of this PUD-C Major Amendment, the terms of this PUD-C Major Amendment control.

EXHIBIT "A"



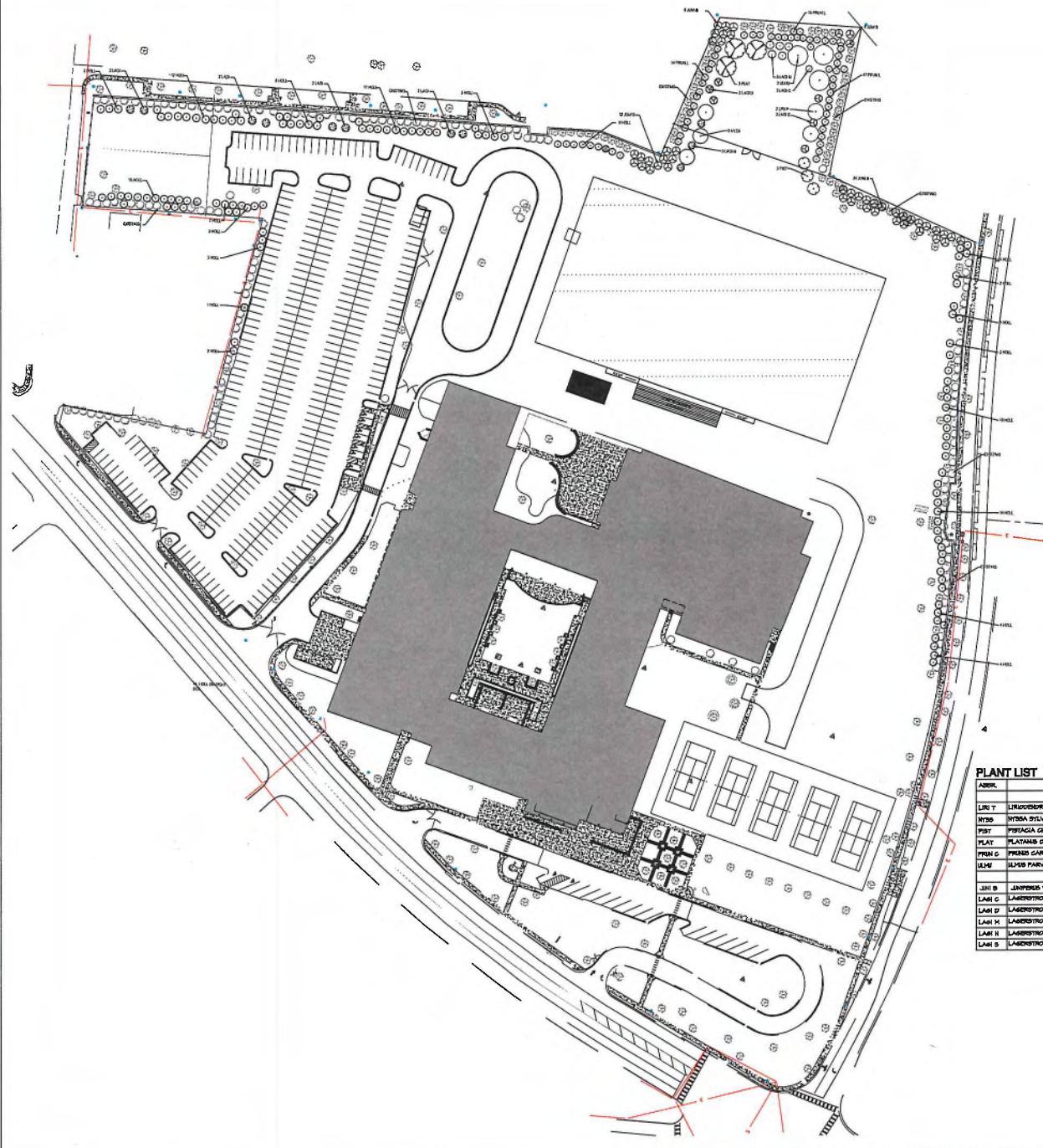
KEYNOTE LEGEND:

- 1 Home side bleacher with 400 seat capacity
- 2 Visitor side bleacher with 200 seat capacity
- 3 Restroom/Concession building
- 4 Five tennis courts
- 5 Multi-purpose turf field
- 6 Scoreboard
- 7 4 - 70' tall LED light poles at multi-purpose field
- 8 - 30' tall LED light poles at tennis courts.
- 9 Bus loop
- 10 2 lots designated RS-2 use (minimum 60' wide x 70' deep)
- 11 Arboretum, see landscape plan
- 12 Landscape buffer with irrigation, see landscape plan
- 13 Fire hydrant
- 14 6' tall vinyl coated chain link fence
- 15 10' tall vinyl coated chain link fence at perimeter of tennis courts
- 16 Structured drivable grass for emergency vehicle access

SITE PLAN



Jul 13, 2018 - 10:38am \\VALMET\VALMET\Projects on Map\VA-E Projects\Greiner High School\GRENER UPDATE PLANTING\CD-Bios 2013.dwg

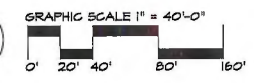


NOTES

1. ALL EXISTING PLANT MATERIAL, HEALTH TO BE EVALUATED AND REPLACED IF IN POOR CONDITION.
2. ALL PLANT MATERIAL TO BE IRRIGATED.

PLANT LIST

ABBR.	BOTANICAL NAME	COMMON NAME	CAL.	HT.	SPREAD	DEEP	MAINT. REQ.	REMARKS	COMMENTS
LIBI T	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2"	4'	10'	28"	1		
WY30	WYOMIA SILVATICA	TUPERO BLACK BLM	2"	4'	10'	28"	1		MATCHING, SPECIMEN
PIST	PISTIA GIGANTICA	CHINESE FORTYFIVE	2"	4'	10'	28"	1		MATCHING, SPECIMEN
PLAT	PLATANUS OCCIDENTALIS	STACADORE	2"	4'	10'	28"	1		MATCHING, SPECIMEN
PRIN C	PRINUS CAROLINIANA	CHERRY LAUREL	2"	5'	8'	24"	1		MATCHING, SPECIMEN
ULMI	ULMUS PARVIFOLIA	CHINESE BLM	2"	4'	10'	28"	1		MATCHING, SPECIMEN
JUN B	JUNIPERUS VIRGINIANA 'SMOOTH'	WEDGE CEDAR	4"	5'					MATCHING, SPECIMEN
LAM C	LAURUSTROPHIA 'CATANABA'	'CATANABA' GRAPEVITILE	1 1/2" BA	8'	10'	28"	3 HR		MATCHING, SPECIMEN
LAM D	LAURUSTROPHIA 'DYAMITE'	'DYAMITE' GRAPEVITILE	1 1/2" BA	8'	10'	28"	3 HR		MATCHING, SPECIMEN
LAM H	LAURUSTROPHIA 'HASKOWSKI'	'HASKOWSKI' GRAPEVITILE	1 1/2" BA	8'	10'	28"	3 HR		MATCHING, SPECIMEN
LAM N	LAURUSTROPHIA 'WATCHDOG'	'WATCHDOG' GRAPEVITILE	1 1/2" BA	8'	10'	28"	3 HR		MATCHING, SPECIMEN
LAM S	LAURUSTROPHIA 'SISKI'	'SISKI' GRAPEVITILE	1 1/2" BA	8'	10'	28"	3 HR		MATCHING, SPECIMEN



RBTODD
CONSULTING ENGINEERS, INC.
1000 Peachtree Industrial Blvd., Suite 210
Atlanta, GA 30329
PH: 404.761.1342
FAX: 404.761.1342
www.rbtodd.com

GRIMBALL
COTTERILL
LANDSCAPE ARCHITECTS & LAND PLANNERS



DREHER HIGH SCHOOL ATHLETIC
RENOVATIONS
RICHLAND SCHOOL DISTRICT ONE
COLUMBIA, SC 29204

DESIGNED BY: GRIMBALL COTTERILL
DATE: 06.27.2018
PROJECT NO.: 18.197.01

REVISION: DATE

TITLE: LANDSCAPE PLAN

SHEET NO.

L1.0

EXHIBIT "B"

COLUMBIA

A Capital Place To Be



December 8, 2003

Mr. Raymond Perkins
Director of Facility Construction Services
Richland County School District One
201 Park Street
Columbia, SC 29201

Dear Mr. Perkins,

This letter shall serve as notification that, on November 19, 2003, City Council approved your request to rezone the area generally bounded by Michigan Street on north, Millwood Avenue on south, Adger Road on East, and Daly Street on west from RS-2, RG-1, C-1, and C-3 to PUD-C.

Section 17-305 (b) (9) a. of the City Code permits City Council to attach conditions to a PUD rezoning, and your rezoning is subject to the following items:

- (1) SITE PLAN AND SCREENING DEVICES: Conformance with the site plan dated 9/22/03 and submitted to City Council 11/12/03, except...
 - a. That segment of screening along the Adger Road lot line, from the northern-most point to the south side of 746 Adger Road, shall be a 6-foot high red-clay brick wall, the bottom five feet of which shall be solid and the top one foot of which shall be brick lattice, columns or some other architectural relief to the wall shall be placed every 8 to 12 feet, and a vine or ground cover shall be planted along the Adger Road side to grow on the wall,
 - b. Where that segment of screening along the Adger Road lot line approaches existing trees to be preserved, specifically along the west side of Adger Road near the Cassina Road intersection, the screening may be recessed to minimize damage to said trees,
 - c. That segment of screening along the Adger Road lot line, from the south side of 746 Adger Road to the point generally shown on the site plan, may be increased to 6 feet high,
 - d. That segment of screening along the south lot line of 1000 Princeton Street, specifically from the east end of the Michigan Street brick wall to the southeast corner of 1000 Princeton Street, shall be a brick wall constructed in the same manner as the Michigan Street brick wall,
 - e. That segment of screening along the north lot lines, specifically from the southeast corner of 1000 Princeton Street to the southeast corner of 827 Adger Road, shall be a fence consisting of brick columns and PVC/vinyl panels, provided...
 - i. The majority of the fence shall be constructed of 6-foot 6-inch high brick columns and 6-foot 6-inch high PVC/vinyl panels, except the height of the columns and panels along the south lot line of 827 Adger Road shall be 6-feet high, matching the height of the wall required along Adger Road,

Page 1 of 3

City of Columbia / Planning and Development Services
325 Laurel Street / PO Box 147 / Columbia, SC 29202 / Planning: (803) 545-3222 / Development Svc: (803) 545-3333

COLUMBIA

A Capital Place To Be



- ii. No brick column shall be greater than 12 feet from any other brick column, and PVC/vinyl posts may be used between brick columns to support the span between brick columns;
- iii. The 6-foot 6-inch high PVC/vinyl component of the fence shall be constructed in substantial conformance with the cut sheet attached to this letter labeled ATTACHMENT 1 TO DREHER HIGH SCHOOL PUD;
- iv. The School District may use 6-foot high PVC/vinyl panels in the event that 6-foot 6-inch high panels are not readily available and upon showing a good-faith effort to procure 6-foot 6-inch panels;
- v. If the School District uses 6-foot PVC/vinyl panels, then the panels shall be set upon the columns to approximate a 6-foot 6-inch screen; and
- vi. The minimum thickness of PVC/vinyl panels shall be 0.06 inches, the minimum thickness of PVC/vinyl rails shall be 0.12 inches, and the minimum thickness of PVC/vinyl posts shall be 0.14 inches;
- f. The wall along the south side of 1000 Princeton Street, the wall along Adger Road, and the fence along the north lot lines, all of which are described above, shall be installed prior to initiating major construction activity;
- g. Substantial conformance with the Preliminary Landscape Plan dated revised 10/24/03 and submitted to City Council 11/12/03 that depicts, among other things, a buffer transition yard (specifically the equivalent to 16 caliper inches of canopy trees only every 100 feet) located in close proximity to the walls and fences required above; and
- h. Richland School District One shall cooperate with any neighbor abutting the fence along the north lot lines described above that may desire shrubbery installed along the outside of the fence, the intent of which is to minimize the impact of the PVC component of the fence; and
- (2) MAINTENANCE: All landscaping and screening devices (i.e. walls and fences) shall be well maintained in perpetuity;
- (3) OFF-SITE STUDENT PARKING: Students are prohibited from parking vehicles within the parking lot located along the south side of Devine Street, east of Ori Road and west of Bonham Road, currently operated by Shandon United Methodist Church;
- (4) LIGHTING: Lights may be mounted upon 22-foot poles as shown but light levels shall be reduced to 50 percent after 10:30 p.m.;
- (5) NORTH SIDE OF MICHIGAN AVENUE: Richland School District One shall contact and encourage the South Carolina Department of Transportation to install curbing along the north side of Michigan Street from Princeton Avenue to Daly Street;
- (6) TRAFFIC SIGNAL AT MILLWOOD AVENUE: Richland School District One, with the support of the City of Columbia, shall contact and encourage the South Carolina Department of

COLUMBIA

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Transportation to install a traffic signal at the Bus & Faculty Entry & Exit along Millwood Avenue; and

- (7) **AMENDMENTS:** Any change to the site plan approved by City Council must be reviewed and approved by the Planning Commission. Upon receipt of a complete application for a change, staff shall notify interested parties by posting signs upon the subject property and mailing notices to adjacent property owners informing them of the date, time, and location of the Planning Commission meeting within the time frame mandated by State law (see §6-29-760 (B)).

Please note that, despite the language within Condition No. 7 above, any change deemed a major change by the Zoning Administrator in accordance with §17-305 (b) (10) shall also require review and approval by City Council.

This letter is neither a building permit, zoning permit, nor any similar authorization to occupy the property or begin site work; rather it is a statement from the Zoning Division of the City of Columbia confirming the zoning classification of the Property. Prior to initiating demolition, construction, or other site work, you are required to obtain a building permit, zoning permit, and/or any other approvals that may be necessary in accordance with City Codes.

Best of luck with your project. We look forward to continuing to work with you on this and other Richland School District One projects!

Sincerely,

Marc S. Mylott, AICP
Zoning Administrator

cc: Charles P. Austin, Sr., City Manager
Steven Gantt, Assistant City Manager
Douglas Quackenbush, AIA, Principal, The Boudreaux Group

6 1/2 ft Privacy Fence

REQ'D MATERIAL PER 8' SECTION

POSTS:

(1) 5" X 5" X 96"

POST CAPS:

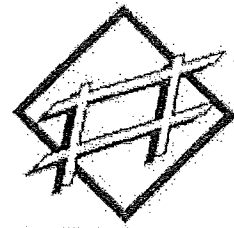
(1) 5" X 5" PYRAMID

RAILS:

(2) 2" X 6 1/2" X 91" SLOTTED

PLANKS:

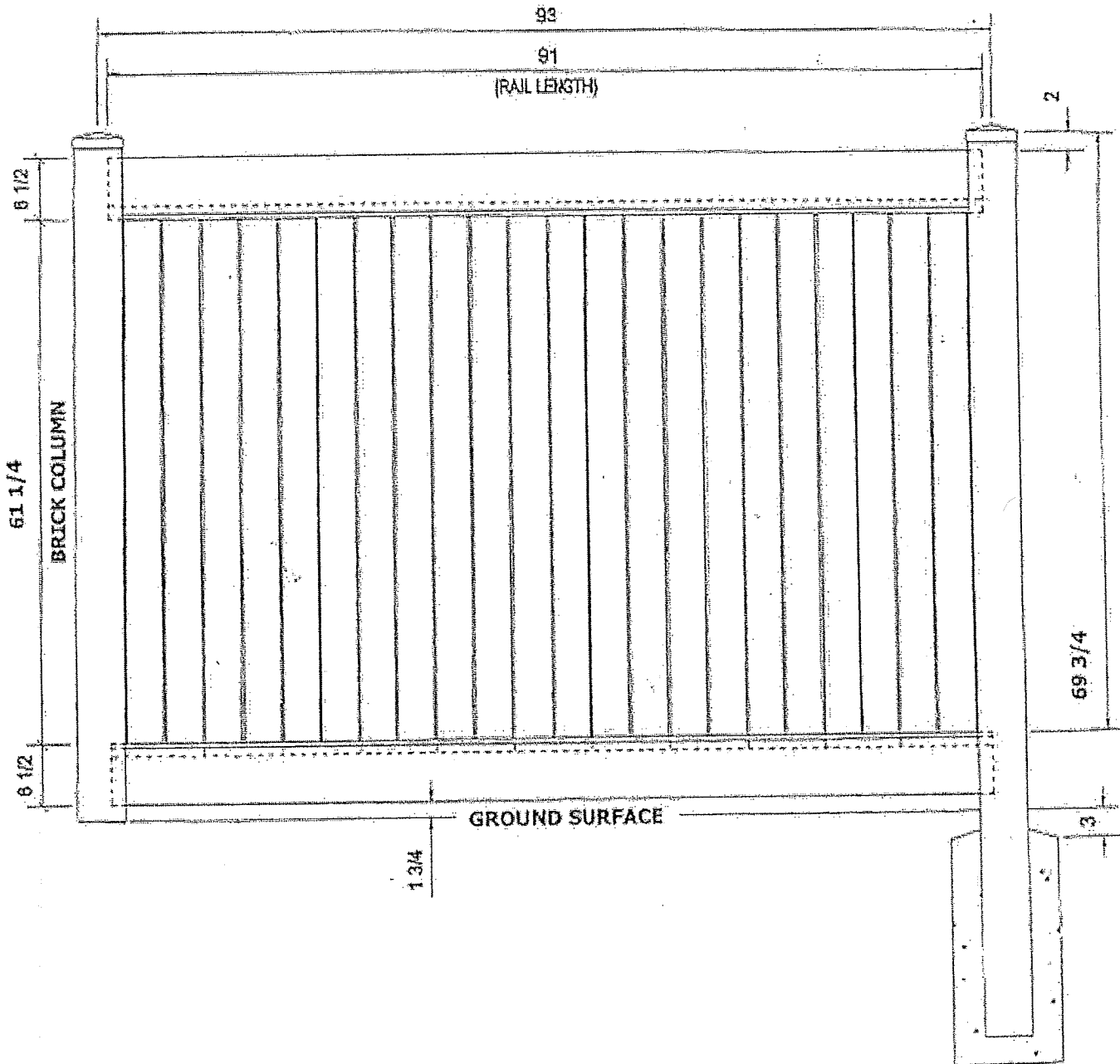
(11) 1" X 8" (T&G) X 57 3/4"
WITH "V" GROOVE

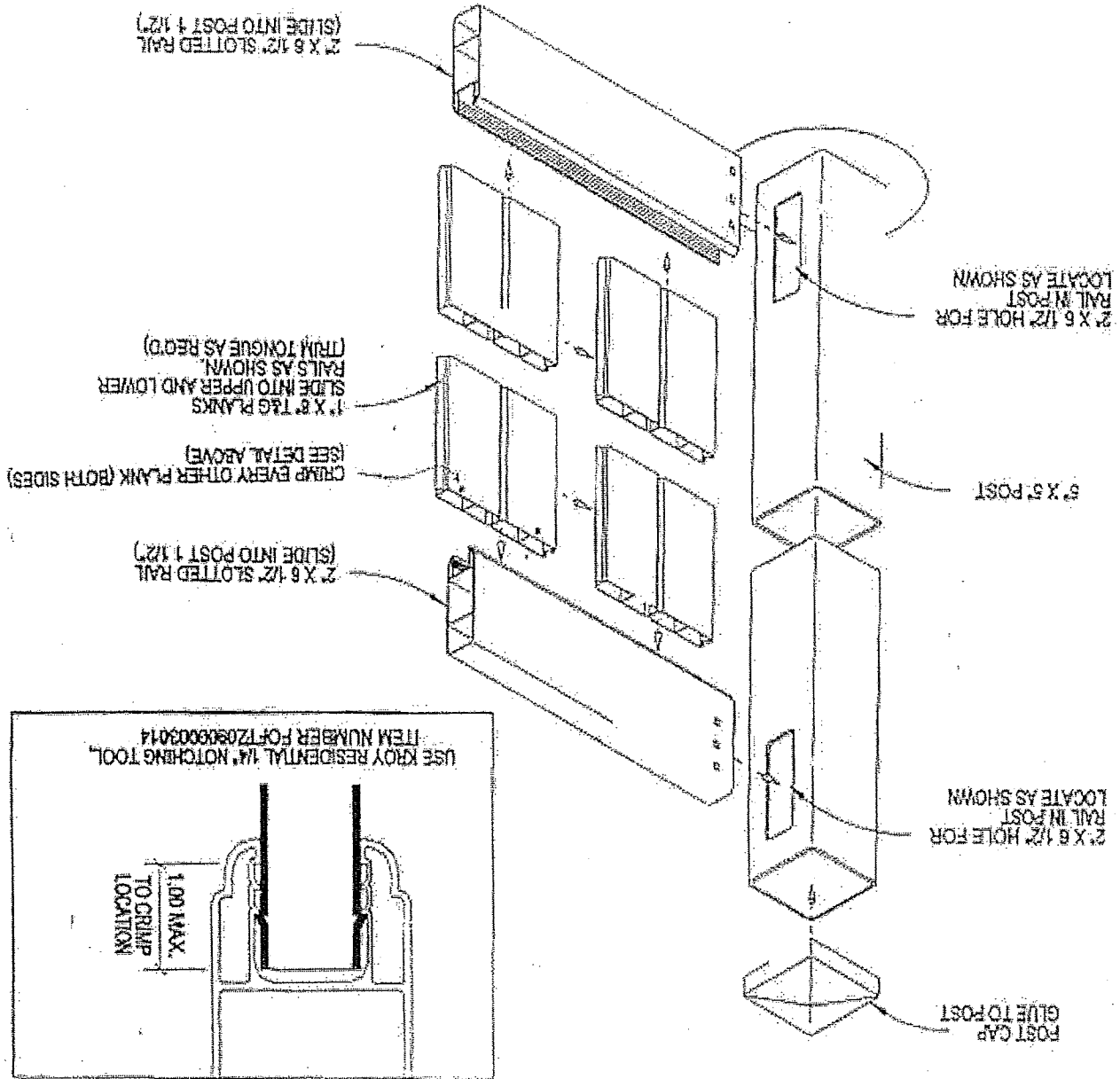


Kroy

Building Products, Inc.

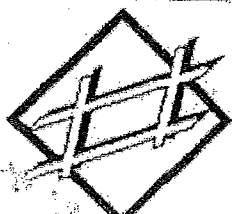
ATTACHMENT 1 TO DREHER HIGH SCHOOL PUD





Building Products, Inc.

Kroy



READ MATERIAL PER SECTION

POSTS:
(1) 5" X 5" X 96"
POST CAPS:
(1) 5" X 5" PYRAMID

RAILS:
(2) 2" X 6 1/2" X 91" SLOTTED
PLANKS:
(1) 1" X 8" (T&G) X 57 3/4"
WITH "V" GROOVE

ZONING PUBLIC HEARING CASE SUMMARY

November 12, 2003 at 10:00 a.m.
City Council Chambers, 3rd Floor, City Hall, 1737 Main Street
Columbia, South Carolina

Subject Property: DREHER HIGH SCHOOL, 701 ADGER ROAD, 3319 MILLWOOD AVENUE; area generally bounded by Michigan Street on north, Millwood Avenue on south, Adger Road on East, and Daly Street on west.

Council District: 3, adjacent to 4

Requested Action: Rezone from RS-2 Single-Family Residential, RG-1 General Residential, C-1 Office and Institutional, and C-3 General Commercial to PUD-C Commercial Planned Unit Development.

Project Description: Demolish and construct new Dreher High School on larger campus.

Applicant: Raymond Perkins, Richland School District One.

PC Recommendation: Approve subject to . . .

- (1) Conformance with the site plan dated September 22, 2003, except . . .
 - a. that segment of screening along the south lot line of 827 Adger Road shall be an 8-foot high wood fence;
 - b. the finished side of all wood fences shall face out;
 - c. that segment of screening along the Adger Road lot line, from the northern-most point to the south side of 746 Adger Road, shall be a 6-foot high red-clay brick wall, the bottom five feet of which shall be solid and the top one foot of which shall be brick lattice, columns or some other architectural relief to the wall shall be placed every 8 to 12 feet, and a vine or ground cover shall be planted along the Adger Road side to grow on the wall; and
 - d. property lines improved with an 8-foot high wood fence and a 6-foot high brick wall shall include a bufferyard "C" landscape treatment (specifically the equivalent to 16 caliper inches of canopy trees only every 100 feet) located in close proximity to the inside of the fence or wall;
- (2) All landscaping and screening devices (i.e. walls and fences) shall be well maintained in perpetuity;
- ~~(3) Lights may be mounted upon 22-foot poles as shown but light levels shall be reduced to 50 percent after 10:30 p.m.; and~~
- (4) Any changes to the site plan must be reviewed and approved by the Planning Commission.

Staff Recommendation: Approve subject to conformance with Planning Commission recommendation above except:

- (1) Change that segment of screening along the north lot lines from an 8-foot high wood fence to a fence consisting of 6-foot 6-inch high brick columns and 6-foot 6-inch high PVC/vinyl panels, provided . . .

- a. the height of the columns and panels along the south lot line of 827 Adger Road shall match the height of the wall required along Adger Road.
- b. the fence along the north lot lines shall be installed prior to construction.
- c. the School District may use 6-foot high PVC/vinyl panels in the event that 6-foot 6-inch high panels are not readily available and upon showing a good-faith effort to procure 6-foot 6-inch panels, and
- d. if the School District uses 6-foot PVC/vinyl panels, then the panels shall be set upon the columns and/or the grade around the screening raised to approximate a 6-foot 6-inch screen and the school district shall install devices as necessary to minimize the likelihood that rodents and other vermin may travel under the screen.

This change does not reflect concern with the Planning Commission recommendation rather it is in response to a request by the affected neighbors after the Planning Commission met. At the time of packet preparation, the School District had not yet had a chance to consider and authorize this change. We anticipate that they will respond at the public hearing.

Detail:

The School District proposes to demolish the existing building and rebuild Dreher High School on a larger campus. The current building is approximately 189,000 sq.ft. and sits on approximately 13 acres; the new building would be approximately 270,000 sq.ft. and sit on 21.03 acres. Interestingly, the footprints are similar in size because the new building would be mostly 3 stories high.

~~The current campus has 174 parking spaces on site, and the School District has permission to use approximately 125 from Shandon United Methodist Church along the south side of Devine Street. The proposed campus would contain 413 parking spaces on-site. The Zoning Ordinance requires 636 parking spaces.~~ **381**

Currently, the new campus consists of several zoning districts -- RS-2 along Adger, RG-1 along Princeton and Michigan, and C-1 and C-2 towards Millwood. Educational institutions are a special exception within single-family residential districts, and Section 17-165 of the Zoning Ordinance prohibits the construction of structures or accessory uses (such as parking areas) where the structure or accessory use would be within two or more zoning districts. The proposed map amendment would place the entire campus within the PUD-C district, and the use would be permitted rather than by special exception.

Case History:

10/6/03 Planning Commission recommends approval subject to conditions (7-0).
 9/8/03 Applicant presents "information only" to Planning Commission. No action requested of or taken by Planning Commission.

PENDING ISSUES:

Adger Street Screening Device: The School District will propose a 5-foot high brick wall (bottom 3 feet solid, top 2 feet lattice) whereas the Planning Commission recommended a 6-foot high brick wall (bottom 5 feet solid, top 1 foot lattice).

Lights: ~~The School District will propose to generally turn the lights to 50 percent illumination after 10:30 p.m., but they want the flexibility to keep the light level at 100 percent during night events that go beyond 10:30 p.m.~~

Necessity for Expansion: City Council will hear from some residents that Dreher should be renovated or rebuilt on its existing campus. The very last pages of Item 10 of the School District's packet outline several community issues such as these and the School District's response.

Abandon Portion of Princeton Street ROW: The School District intends to use Princeton Street as the ingress/egress for buses and faculty. This reconfigured driveway would not go through to Michigan Street. SCDOT has submitted a letter to the City requesting that the City accept maintenance and responsibility for Princeton from Millwood to Devereaux. Currently, the City maintains Princeton north of Devereaux. Once Princeton is removed from the State Highway System, the City can deed it from Millwood to Michigan to the School District and retain responsibility for that segment from Michigan to Devereaux.

Staff Contact:

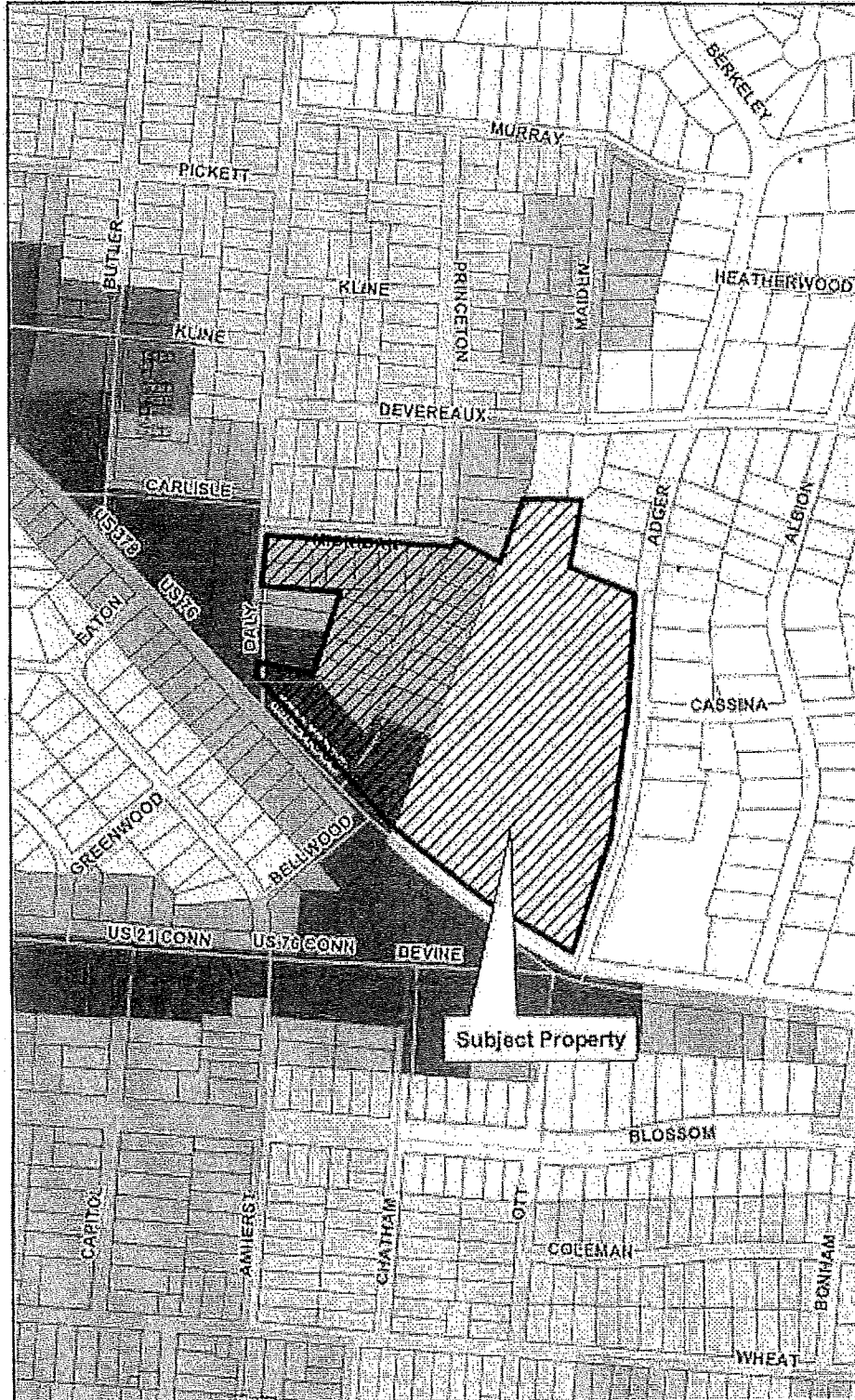
Nathaniel B. Land, Jr., AICP; Deputy Director of Planning & Zoning, and
Marc Mylott, AICP; Zoning Administrator.

Persons expressing support or concern about this project submitted the documents outlined below to staff; they are made a part of the record of the public hearing by reference. Copies will be provided upon request.

- Sloan, 10/27/03 (to various): 1-page email outlining concerns of neighbors physically abutting new campus about screening.
- Brenners & Gardners, 10/6/03 (to PC): 4-page outline expressing concerns about the acquisition of residential property for an expanded campus and necessity for size of parking areas; attachment includes alternate site plan.
- Brenners & Gardners, 9/19/03 (to PC): 1-page double-sided letter and 5 double-sided attachments outlining concerns about the acquisition of residential property for an expanded campus and proposing an alternative site plan; attachments include neighborhood survey and letter from B. Miley of 2905 Blossom Street.
- Garriek, 9/18/03 (to PC): 2-page letter plus 1-page email, expressing support for project and outlining rationale for School District site plan decisions.
- McClam, 9/9/03 (to PC): 2-page letter, expressing support for project and responding to Planning Commission concerns expressed on 9/8/03.
- Tudor, 9/4/03 (to PC): 3-page letter and 11 color photographs/illustrations outlining concerns about screening.
- Petition, undated (submitted to PC 9/3/03): 30-35 signatures with map of persons residing primarily along Adger, Albion, Cassina, and Devereaux primarily expressing concern about screening, the location and lighting of parking areas, and the orientation of the softball field.
- Residents of Adger Road/Heathwood, 8/25/03 (to PC): 1-page letter outlining concerns about a pedestrian gate along Adger Road, the location and lighting of parking areas, the location of a storage building, and the orientation of the softball field.
- Petition, 8/24/03 (to Mayor, CC, PC, and RSD1): 26 signatures of persons residing primarily along Adger, Albion, Cassina, and Heathwood Circle expressing concern about a pedestrian gate along Adger Road.
- Petition, 8/12/03 (to Mayor, CC, PC, and RSD1): 6 signatures of persons residing primarily along Adger expressing concern about building orientation, location of parking areas, and Adger Road screening.

Application to Amend the Zoning Map **Dreher High School** **701 Adger Road**

COLUMBIA
 A Capital Place to Be
 Planning and Zoning Department
 Zoning Division

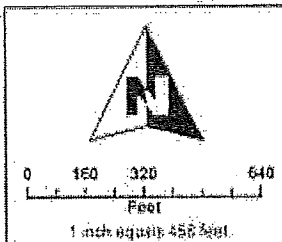


LEGEND

- Street Centerlines
 City Limits
 Parcels
- Zoning Districts**
- D-1
 - RS-1
 - RS-1A
 - RS-1B
 - RS-2
 - RS-3
 - RD
 - RG-1
 - RG-1A
 - RG-2
 - RG-3
 - UTD
 - C-1
 - C-2
 - C-3
 - C-3A
 - C-4
 - C-5
 - M-1
 - M-2
 - PUD-R
 - PUD-C
 - PUD-LS (reversion)
 - Out of City

ORIGINAL PREPARATION DATE:
 This map was prepared by:
 Mario S. Mygitt, AICP for
 City Council
 Zoning Public Hearing 1/12/03.

REVISION NUMBER/DATE:
 None.



DISCLAIMER
 The City of Columbia Department of Engineering and Department of Planning and Zoning does not warrant the map or plan in the product of completion, as provided by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. By use without liability to the City of Columbia.

Application# _____

Fee _____

**CITY OF COLUMBIA
ZONING AMENDMENT APPLICATION**

To The Honorable Mayor and City Council:

The undersigned hereby respectfully requests that the City of Columbia Zoning Ordinance be amended as described below:

1. This is a request for a change in the: (Check one)
 ☒ Zoning Map (fill in items #2, 3, 4, 5 and 8 only)
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 ☐ Zoning Schedule of District Regulations (fill in items #7 and 8 only)
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3. How is this property presently designated and zoned?

See Attachment

4. What new designation and zoning do you propose for this property?

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REZONING PROPOSAL MUST BE IN ACCORDANCE WITH SECTION 9-8

5. Does the applicant own any of the property proposed for this zoning change?
 ☒ Yes ☐ No- If YES, give address of the property involved which he owns.
See Attachment

6. If this involves a change in the Zoning Text, what section or sections will be affected?

SHOW PROPOSED CHANGED AND THE REASONS THEREFORE UNDER Item #8

7. If this involved a change in the Schedule of District Regulations, what Section (s)
 District (s)

SHOW PROPOSED CHANGE AND THE REASONS THEREFORE UNDER Item #8

8. Explanation: See Attachment

IF MORE SPACE IS NEEDED, USE A BLANK SHEET OF PAPER

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.



Signature

8-20-03

Date

201 PARK STREET, COL, SC 29201

Address

803.253-5743

Phone

**Richland County School District One
Dreher High School Rezoning**

No.	Property Address	Tax Map Reference	Current Zoning	Requested Zoning	Currently Own (Y/N)
1	Dreher High School 701 Adger Road Columbia, SC 29205	13804-03-009	RS-2	PUD-C	Y
Millwood Avenue (moving west from high school)					
2	3313 Millwood Avenue Columbia, SC 29205	13804-03-008	C-3	PUD-C	Y
3	3303 & 3309 Millwood Avenue Columbia, SC 29205	13804-03-007	C-3	PUD-C	Y
4	3227 Millwood Avenue Columbia, SC 29205	13804-02-007	C-3	PUD-C	N
5	3209 Millwood Avenue Columbia, SC 29205	13804-02-008	C-3	PUD-C	N
6	3201 Millwood Avenue Columbia, SC 29205	13804-02-001	C-3	PUD-C	N
Princeton Street - East Side (from south to north)					
7	912 Princeton Street Columbia, SC 29205	13804-03-006	C-1	PUD-C	Y
8	918 Princeton Street Columbia, SC 29205	13804-03-006	C-1	PUD-C	N
9	922 Princeton Street Columbia, SC 29205	13804-03-006	C-1	PUD-C	Y
10	926 Princeton Street Columbia, SC 29205	13804-03-005	RG-1	PUD-C	Y
11	930 - 932 Princeton Street Columbia, SC 29205	13804-03-004	RG-1	PUD-C	Y
12	934 Princeton Street Columbia, SC 29205	13804-03-003	RG-1	PUD-C	Y
13	940 Princeton Street Columbia, SC 29205	13804-03-002	RG-1	PUD-C	Y
14	944 Princeton Street Columbia, SC 29205	13804-03-001	RG-1	PUD-C	Y
15	948 Princeton Street Columbia, SC 29205	13804-08-010	RG-1	PUD-C	Y
16	954 Princeton Street Columbia, SC 29205	13804-08-011	RG-1	PUD-C	Y

**Richland County School District One
Dreher High School Rezoning**

No.	Property Address	Tax Map Reference	Current Zoning	Requested Zoning	Currently Own (Y/N)
17	856 Princeton Street Columbia, SC 29205	13804-08-012	RG-1	PUD-C	Y
Princeton Street - West Side (from south to north)					
18	915 Princeton Street Columbia, SC 29205	13804-02-006	RG-1	PUD-C	Y
19	921 Princeton Street Columbia, SC 29205	13804-02-005	RG-1	PUD-C	Y
20	927 Princeton Street Columbia, SC 29205	13804-02-004	RG-1	PUD-C	Y
21	931 & 933 Princeton Street Columbia, SC 29205	13804-02-003	RG-1	PUD-C	Y
22	935 - 937 Princeton Street Columbia, SC 29205	13804-02-013	RG-1	PUD-C	Y
23	939 - 941 Princeton Street Columbia, SC 29205	13804-02-002	RG-1	PUD-C	N
Michigan Street - South Side (from east to west)					
24	3234 Michigan Street Columbia, SC 29205	13901-09-007	RG-1	PUD-C	N
25	3228 & 3230 Michigan Street Columbia, SC 29205	13901-09-006	RG-1	PUD-C	Y
26	3222 Michigan Street Columbia, SC 29205	13901-09-005	RG-1	PUD-C	Y
27	3218 Michigan Street Columbia, SC 29205	13901-09-004	RG-1	PUD-C	Y
28	3214 Michigan Street Columbia, SC 29205	13901-09-003	RG-1	PUD-C	Y
Daly Street - East Side					
29	926 Daly Street & 3204 Michigan Street Columbia, SC 29205	13901-09-001	RG-1	PUD-C	Y
30	926 - 928 Daly Street Columbia, SC 29205	13901-09-002	RG-1	PUD-C	Y

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School

August 20, 2003

Question 8 – Explanation of proposed changes and reasons therefore.

Introduction

The proposal for Dreher High School is to construct a new state-of-the-art high school to house the strong academic programs, for which Dreher is known, into the 21st Century. This new high school is to be constructed directly west of the current building location. The building design will accept current education curricula and philosophies while providing the flexibility to graciously accept future and unknown programs. To provide for these important programs Richland County School District One has purchased additional property directly west of the current school property. As many of these additional properties are currently zoned RG-1 a zoning change is required.

To facilitate a cohesive community campus environment and to provide appropriate boundary conditions to adjacent neighborhoods a plan has been developed through an intensive community workshop process. This process invited and encouraged the involvement of all Dreher High School constituents, including school administrators, faculty members, neighborhood organizations and community members to solicit ideas, suggestions, comments and criticisms in an effort to sensitize the design team to the array of issues that the design solution must address. The resultant design, submitted with this application, is truly better for having gone through this process.

Submitted Drawings

Three site plans (scale 1"=50'-0") are submitted with this application.

1. The first site plan illustrates existing conditions and includes notations regarding trees that are to be saved and those that are to be removed.
2. The second site plan illustrates the landscape design for the project including notations of planting locations, arrangements and types. This plan also indicates "preserved", "retained" and "replaced" trees.
3. The third site plan illustrates the architectural or built items such as the building placement, parking lots, roadways, pedestrian paths, wall and fences, etc. It should be noted that this plan requires the vacation of Princeton Street south of Michigan Street.

Also included with this application are building elevations as seen from both Adger and Millwood Roads. These elevations generally describe the character and massing of the proposed building.

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 2 of 4

Relief From Zoning

We anticipate the need for relief in the following areas:

1. Parking Requirements
2. Buffer Requirements
3. Building Setbacks
4. Building Height
5. Loading Birth Requirements

It is our understanding that further clarification of the specifics of these issues will be enumerated during the zoning process however we provide below a more exhaustive analysis of issues surrounding the Landscape Ordinance.

Landscape Ordinance

1. Street Protective Yards

- A. Millwood Ave at student parking lot
 Required width: 15' with brick/iron wall
 Provided width: 9' with brick/iron wall
 Required plantings:
 (w/out wall) 97 small shrubs (291 LF @ 3' on center for opaque screen);
 (with a wall) 32 small shrubs
 Proposed planting: 155 large groundcover (e.g. 24" ht. giant liriopse) to provide screening as well as minimize maintenance problems
- B. Daly Street at tennis courts
 Required width: 30'
 Provided width: 18-9" with a brick/iron wall
 Note: Ordinance allows reduction in width to 15' with a brick/iron wall specifically where the street yard is adjacent to a parking lot.
 Reduction should logically apply to the general condition as well but is not clearly stated as such.
- C. Michigan Street
 Required width: 30'
 Provided width: 30'-3"
 Required plantings: 14 shade trees
 Proposed plantings: 12 ornamental trees (e.g. Crape Myrtle) and 2 shade trees at public ROW, to accomodate existing shade trees. Additional shrub/groundcover plantings, brick wall, and site amenities proposed as part of the Michigan Street park.

2. Buffer Transition Yards

- A. At North Athletic Field
 Three segments (188 LF, 183 LF, 189 LF)

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School
 Page 3 of 4

~~Minimum required width: 40', reduced to 30' with an 8' wood fence.~~
~~Provided widths: min. 10', max. 54', median 13' with a 5' wood fence.~~
~~Required planting: 38 caliper inches (eg. (19) 2" caliper trees) and 152 shrubs each segment (reduced to 76 shrubs each segment with an 8' wood fence).~~
~~Proposed: 38 caliper inches, no shrubs ((19) 2" caliper, 8' ht. evergreen screening trees each segment behind a 5' high wood fence)~~
 Proposed species: Yaupon Holly, Cherry Laurel, American Holly
 Intent is to maximize initial screening in limited space, and minimize future maintenance of shrub plantings. City staff may be willing to interpret this area as more of a renovation/upgrade than as standard new development.

- B. At Daly Street residence south of tennis courts
 Side Yard: Required width: 40', reduced to 30' with a 8' wood fence
 Provided width: 59' with an 5' wood fence
 Required plantings: 15 caliper inches, 45 shrubs, reduced to 23 with an 8' wood fence
 Proposed plantings: 34 caliper inches, no shrubs. ((14] 2", 8' ht. evergreen screening trees, (2) 3" shade trees, in addition to 11" existing cedar and 6" existing dogwood trees.)
 Rear Yard: Required width: 40', reduced to 30' with an 8' wood fence
 Provided width: 19' with a 5' wood fence
 Required plantings: 20 caliper inches trees, 74 shrubs, reduced to 37 shrubs with an 8' wood fence
 Proposed planting: 20 caliper inches, no shrubs ((7] 2", 8' ht. evergreen screening trees, (2) 3" shade trees, along with existing trees.)
 Intent is to maximize initial screening while avoiding maintenance of shrub plantings. Existing trees limit areas for new plantings.

- C. At Daly Street commercial properties
 Required width: 10' (no reduction for fencing)
 Provided width: 10' with a 5' wood fence
 Required plantings (at rear): 22 caliper inches and 18 shrubs
 Provided plantings (at rear): 36 caliper inches, no shrubs (30 caliper inches (15) 2", 8' ht. evergreen screening trees, (2) 3" shade trees, along with existing trees.)
 Required plantings (at side): 21 caliper inches and 18 shrubs
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City of Columbia
Zoning Amendment Application
Richland County School District One
Dreher High School
Page 4 of 4

3. **Parking Lots:**

The majority of requirements for parking lots have been met. The student parking lot contains an open area for band practice, where planting islands have been eliminated from the required spacing. The area of student lot (2.1 acres ~~including interior islands~~) is just over the threshold for required 5' interior medians, ~~but islands were planned as much as possible around existing trees to be retained.~~
~~One island at the NW corner of the faulty lot is less than the required 200 SF.~~

Parking Lot Lighting

During the community workshop process concern was expressed regarding the type of lighting in the parking lots. In that regard, we will specify full cutoff fixtures using pole-mounted fixtures at approximately 22' above final grade for the parking and roadway areas. Most of the poles will have two 400-watt metal halide fixtures per pole. During expected hours of use those fixtures shall be designed for and average maintained illumination of 1.0 footcandle at grade level. We will specify lighting controls to turn off one fixture on each pole at approximately 1 AM using a timeclock. The pole locations shall be selected to provide uniform lighting levels throughout the design spaces.

The Boudreaux Group

October 27, 2003

Mr. Marc S. Mylott, AICP
P.O. Box 147
Columbia, SC 29217

RE: R-564-02 RCSDO - Dreher High School

Dear Marc:

We are pleased to submit the following documents referencing the rezoning of Dreher High School. This packet represents the culmination of an extensive public input process that has resulted in an innovative solution for Dreher and a sensitive response to the neighbors surrounding this campus.

The following documents are included:

1. Copy of the Original Application (August 20, 2003)
2. Revisions to the Original Application dated September 22, 2003
(Including Revised Tax Map Numbers and Condemnation Proceedings letter)
3. Amended Site Plan (as reviewed by Planning Commission)
4. Site Plan dated October 27, 2003 (including Planning Commission Recommendations and District Preferred Solutions)
5. Building Elevations (no change from Planning Commission)
6. Michigan Street Park - Detailed Preliminary Plan (no change from Planning Commission)
7. Tree Preservation and Removal Plan (no change from Planning Commission)
8. Preliminary Landscape Plan (revised October 27, 2003 to reflect Planning Commission recommendation for buffer yards)
9. Brick Wall Studies
Page 9A District Original Solution and Neighborhood Solution
Page 9B Planning Commission Recommendation and District Preferred Solution
10. Parking Analysis (no change from Planning Commission)

As part of this document, Richland School District One submits the following amendments to the Planning Commission's recommendations for consideration:

1. Exterior Lighting: The District agrees with the recommendation that the parking lot lights go to half power at 10:30pm *when there are no evening activities at the school*; however, on those occasions when the

The Boudreaux Group, Inc.
1100 Park Street (91201)
P.O. Box 5545
Columbia, SC 29250
803 798 0217
803 771 6844
bg@boudreauxgroup.com

ALA

Memo
 RE: R-564-02
 October 27, 2003
 Page Two

exterior lighting is needed beyond this time frame (which may be the case for some athletic events or an occasional performance in the theater), the District wishes to maintain the full lights until after visitors have left the campus to ensure their safety.

2. Adger Road Wall (see attached Site Plans and Brick Wall Studies for illustrations): After much discussion with the community, many revisions and counter proposals have been discussed for the wall along Adger Road. The District and Design Team remain concerned about the height and composition of the brick wall as proposed by the Planning Commission, and recommend a third solution: a 5' tall brick wall (in lieu of 6'); with the bottom 3' being solid and the top 2' being brick lattice (in lieu of 5' and 1' respectively).

This Application Packet includes by reference only the following documents:

- Point-by-Point Lighting Model Drawings
- Light Fixture cut sheets
- Letters of clarification from the Lighting Engineer
- Site Section Drawing

We remain very excited about this project and its positive impact on our community, and thank you and your staff for the guidance we have received through this process. Please let us know if you require any additional information. We look forward to the opportunity to present on November 12th.

Sincerely,



P. Douglas Quackenbush, AIA
 Principal-In-Charge

PDQ:cm

Attachments
 cc: Baldwin, Perkins, Turckes, file.210

Item No. 1

Application# _____

Fee _____

**CITY OF COLUMBIA
ZONING AMENDMENT APPLICATION**

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SHOW PROPOSED CHANGE AND THE REASONS THEREFORE UNDER Item #8

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[Signature]

8-20-03

Date

201 PARK STREET, Col, SC 29201

803 253-5743

Address

Phone

* Original tax map numbers revised on September 22, 2003 with the Second Amendment. The original tax map numbers are on file with The City.

City of Columbia
 Zoning Amendment Application
 Richland County School District One
 Dreher High School

August 20, 2003

Question 8 – Explanation of proposed changes and reasons therefore.

Introduction

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City of Columbia
 Zoning Amendment Application
 Richland County School District One
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 Page 2 of 4

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City of Columbia
 Zoning Amendment Application
 Richland County School District One
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 Page 3 of 4

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Rear Yard: Required width: 40', reduced to 30' with an 8' wood fence

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City of Columbia
Zoning Amendment Application
Richland County School District One
Dreher High School
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Item No. 1

3. **Parking Lots:**

The majority of requirements for parking lots have been met. The student parking lot contains an open area for band practice, where planting islands have been eliminated from the required spacing. The area of student lot (2.1 acres including interior islands) is just over the threshold for required 5' interior medians, but islands were planned as much as possible around existing trees to be retained. One island at the NW corner of the faulty lot is less than the required 200 SF.

Parking Lot Lighting

During the community workshop process concern was expressed regarding the type of lighting in the parking lots. In that regard, we will specify full cutoff fixtures using pole-mounted fixtures at approximately 22' above final grade for the parking and roadway areas. Most of the poles will have two 400-watt metal halide fixtures per pole. During expected hours of use those fixtures shall be designed for and average maintained illumination of 1.0 footcandle at grade level. We will specify lighting controls to turn off one fixture on each pole at approximately 1 AM using a timeclock. The pole locations shall be selected to provide uniform lighting levels throughout the design spaces.

Item No. 2

Revisions to the City of Columbia Zoning Amendment Application for
Dreher High School

22 September 2003
(for October 6, 2003 Planning Commission Meeting)

The Application shall be revised as follows:

1. Incorporate revisions to the Preliminary Landscape Plan per attachment September 2, 2003.
2. Incorporate revisions to the Michigan Street Park Preliminary Plan per attachment (new drawing dated September 22, 2003).
3. Incorporate Revised Tax Map numbers per attached spreadsheet.
4. Incorporate attached letter noting properties where the District has commenced condemnation proceedings.
5. Revised Site Plan (see attached):
 - Adger Road pedestrian gate has been removed.
 - ~~Softball field has been reoriented per latest neighborhood feedback.~~
 - ~~Jogging track has been rerouted around tennis courts.~~
 - Wood Fence at north end of property changed from 5' to 8'
 - School Marquee Sign location has been adjusted to be more internal
6. Lighting design clarification:
 - Pole-Mounted Lighting:

Please find attached point-by-point models for the Dreher High School project, as well as cut sheets illustrating the fixture. The model includes twelve poles (2 fixtures per pole) with 400 watt full cutoff fixtures at a 22' mounting height. The design was based on a 0.5 FC minimum.

The security lighting plan allows the lighting system to provide uniform illumination (it could be at a 50% level) to areas where staff and students would be expected to travel to and from the school. The design of the lighting and lighting control system for this school is in compliance with the recommendations of the Illumination Engineering Society. The design and control of the lighting provides illumination for people to safely use the school without disturbing light trespass on the neighboring properties.

Controls will be programmed to reduce the lighting levels to 50% on weekends and during time periods when the school was not in full use, such as summer

Item No. 2

breaks and holiday periods. For a given area a uniform pattern shall be remain but the overall level will be reduced.

- **Building-Mounted Lighting:**

The building mounted fixtures will provide illumination at each exit from the building (see attached cut sheets). These fixtures will be mounted approximately 8' above finished grade. They will be fluorescent full cutoff models directing light downward.

- **Site Section:** a site section and elevation drawing is included to demonstrate the scale of the poles relative to the building and there distance from the street.

7. **Adger Road Brick Wall elevations:** The proposed 5' brick and wrought iron wall is illustrated, along with an 8' brick wall as requested by some of the residents (see attached).

8. **Clarifications on other issues:**

- **Signage:** All signage will meet the requirements of the Zoning Ordinance. A small marquee sign, similar in size to the existing Dreher marquee, is shown on the site plan.
- **Water "runoff" reservoir:** All storm water retention will be accommodated via underground piping. No above ground detention pond is anticipated.
- **Trash dumpsters:** Dumpsters will be located inside the building in a rated, ventilated enclosure. This enclosure, along with the loading dock, will be accessed from the outside through a large brick opening. The loading area will be screened with landscaping on both sides. Trucks will pull partially in to the building when backing up to the loading dock.
- ~~Possible use of undeveloped green space: Areas undesignated in the site plan shall remain as grassed areas. Physical changes to these areas such as paving for parking or additional sport surfacing, is not anticipated and would require Planning Commission approval via a revision to the PUD.~~
- **Landscape Maintenance:** All landscaping shall be on an irrigation system to promote the health of the plantings. In addition, our landscape specifications will require replacement of any unhealthy plantings up to a year after installation. Low maintenance trees and groundcover will be featured in the design.
- **Parking clarification:** Excerpt from a letter to the community dated July 1, 2003 (see attached):
 - * In several community meetings, individuals have questioned the programmed number of parking spaces (550) and asked that this number be reduced.
 - * Parking numbers for High Schools are generally established based on the local zoning codes; in the case of Dreher, the formula in the City of Columbia's zoning ordinance is 2 for every classroom, 2 for every office, and 1 for every 5 seats in the main assembly area. The total required for the new Dreher, based on these requirements, is 656.

Item No. 2

- Beyond the zoning ordinance, a general "rule of thumb" based on other high schools around the country suggests a ratio of 1 parking space for every 2 to 3 students served. Using this rule of thumb, a 1300 student high school should have between 433 and 650 parking spaces. It should be noted, however, that the number of parking spaces varies greatly from school to school, depending on region, site, and demographics.
- Currently Dreher has approximately 180 spaces on the current campus. The students have access to a parking lot owned by Shandon Methodist church that has approximately 125 spaces. It has been noted repeatedly by the school administration that safety is a concern regarding the students crossing the busy intersection of Millwood, Devine, and Adger to get from the church parking lot to the main campus.
- There are currently 48 parking spaces designated along Adger Road that can be used by students and visitors. Neighbors in the Adger Road community have questioned whether or not these should remain.
- Based on the number of questions being raised about the parking count, the District has agreed to revisit the analysis used to determine the proposed number of 550 spaces. A new survey will be conducted by Dreher to get more data on the number of students who will be driving. Based on this outcome and the anticipated need for staff and visitors, the number may be adjusted with Board approval. (This approval was given later that month).

End of Revisions to Zoning Amendment

Item No. 2

TAX MAP NUMBER	PROPERTY ADDRESS
	701 ADGER ROAD
13804-03-09	3319 MILLWOOD AVE
	3313 MILLWOOD AVE
13804-03-08	3309 MILLWOOD AVE
13804-03-07	3303 MILLWOOD AVE
13804-02-07	3227 MILLWOOD AVE
13804-02-08	3209 MILLWOOD AVE
13804-02-09	3201 MILLWOOD AVE
13804-02-01	920 DALY STREET
	912 PRINCETON STREET
	918 PRINCETON STREET
13804-03-06	922 PRINCETON STREET
13804-03-01	
13804-03-05	926 PRINCETON STREET
13804-03-04	930 PRINCETON STREET
13804-02-03	931 PRINCETON STREET
	932 PRINCETON STREET
13804-03-03	934 PRINCETON STREET
13804-03-02	940 PRINCETON STREET
13804-03-01	944 PRINCETON STREET
13901-08-10	948 PRINCETON STREET
13901-08-11	954 PRINCETON STREET
	956 PRINCETON STREET
13804-08-12	3215 BLOSSOM STREET
13804-02-06	915 PRINCETON STREET
13804-02-05	921 PRINCETON STREET
13804-02-04	927 PRINCETON STREET
13804-02-03	931 PRINCETON STREET
	933 PRINCETON STREET
	935 PRINCETON STREET
	936 PRINCETON STREET
	937 PRINCETON STREET
13804-02-13	935-7 PRINCETON STREET
13804-02-02	939 PRINCETON STREET
13804-03-02	940 PRINCETON STREET
	941 PRINCETON STREET
13901-09-07	3234 MICHIGAN STREET

Item No. 2

13901-09-06	3228 MICHIGAN STREET
	3230 MICHIGAN STREET
13901-09-05	3222 MICHIGAN STREET
13901-09-04	3218 MICHIGAN STREET
13901-09-03	3214 MICHIGAN STREET
13901-09-02	926 DALY STREET
13901-09-01	3204 MICHIGAN STREET
13901-14-02	927 DALY STREET
	928 DALY STREET

Item No. 2



Office of the Superintendent
Stevenson Administration Building

Ronald L. Epps, Ph.D.
Superintendent

September 5, 2003

Mr. Marc Mylott
City Zoning Administrator
Post Office Box 147
Columbia, South Carolina 29217

Dear Mr. Mylott:

This letter is to advise that Richland County School District One has commenced condemnation proceedings pursuant to state law to obtain title to the following properties:

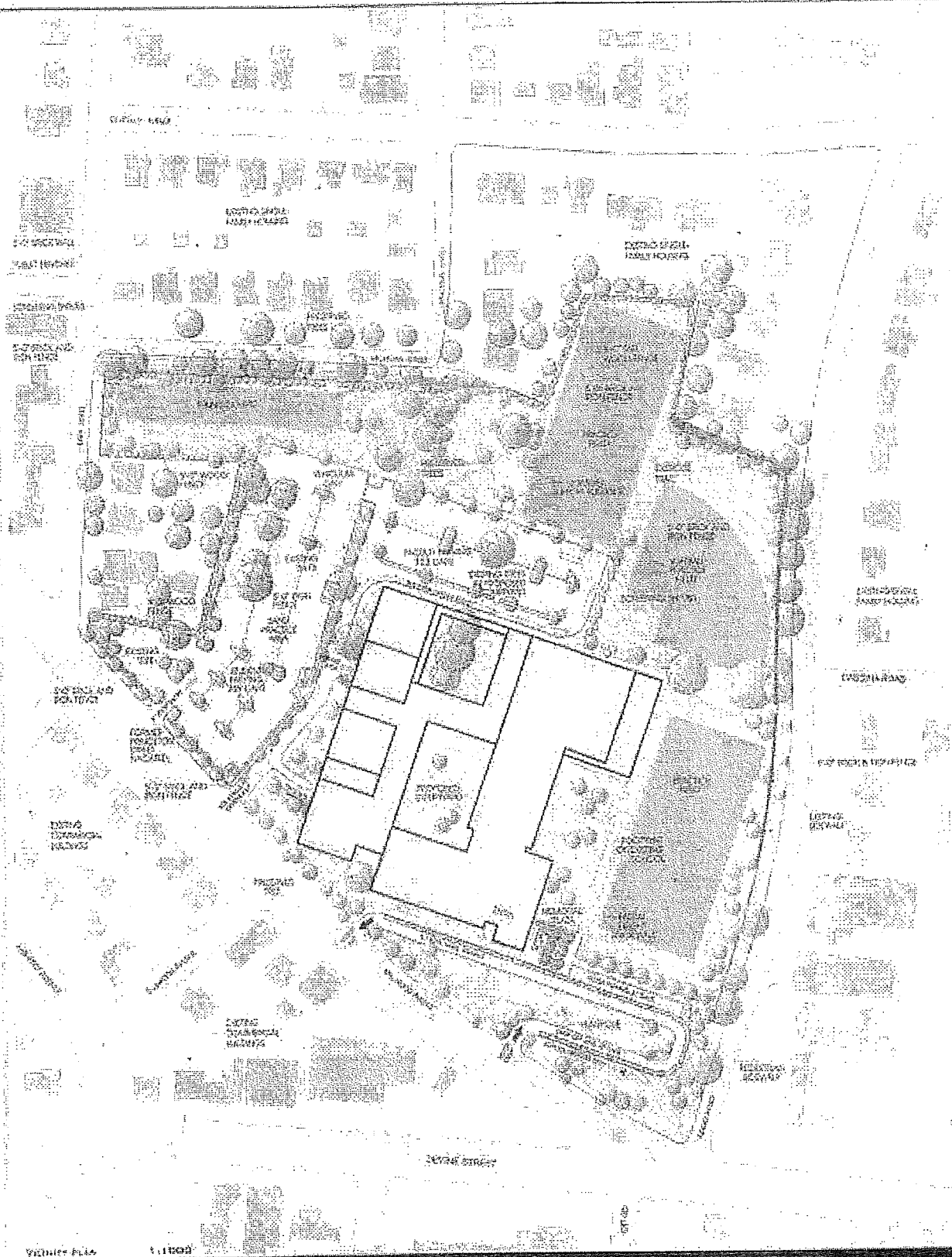
1. 939-941 Princeton Street
TMS #13804-03-09
2. 3201-03 Millwood Avenue
TMS #13804-02-09
3. 3209 Millwood Avenue
TMS #13804-02-08
4. 3227 Millwood Avenue
TMS #13804-02-07
5. 930-32 Princeton Street
TMS #13804-03-04

The law firm of Richardson, Plowden, Carpenter & Robinson, P.A. is representing the school district in the condemnation proceedings. If you have any additional questions or concerns, please feel free to contact Attorney Susan Williams at 231-7404.

Sincerely,



Ronald L. Epps, Ph.D.
Superintendent



PROPOSED ARCHITECTURAL SITE PLAN
TOTAL SITE AREA: 61.43 ACRES
TOTAL PARKING: 210 CARS

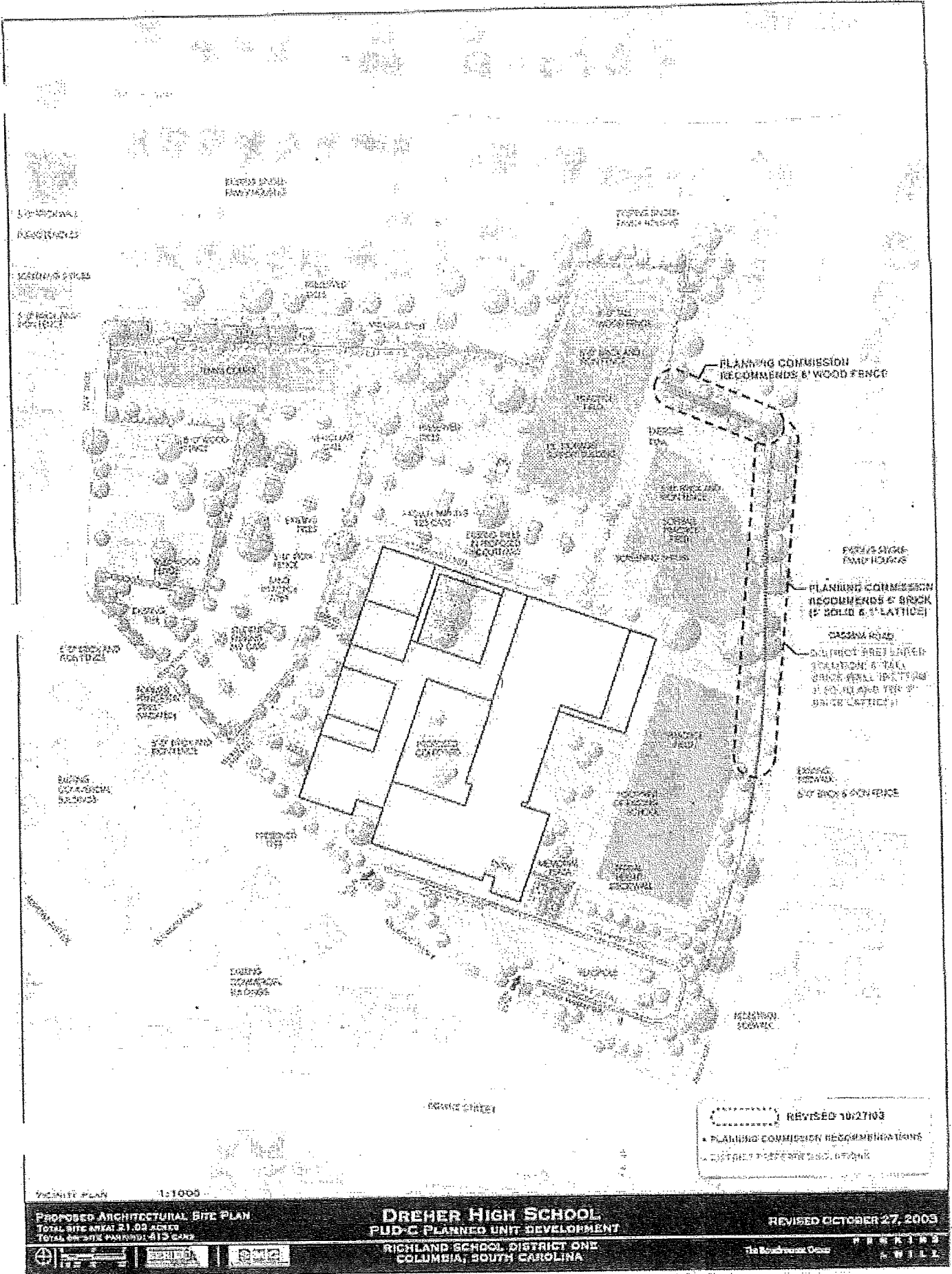
DREHER HIGH SCHOOL
PUD-C PLANNED UNIT DEVELOPMENT
HIGHLAND SCHOOL DISTRICT ONE
COLUMBIA, SOUTH CAROLINA

SEPTEMBER 22, 2003

The Bradburn Group



Item No. 3

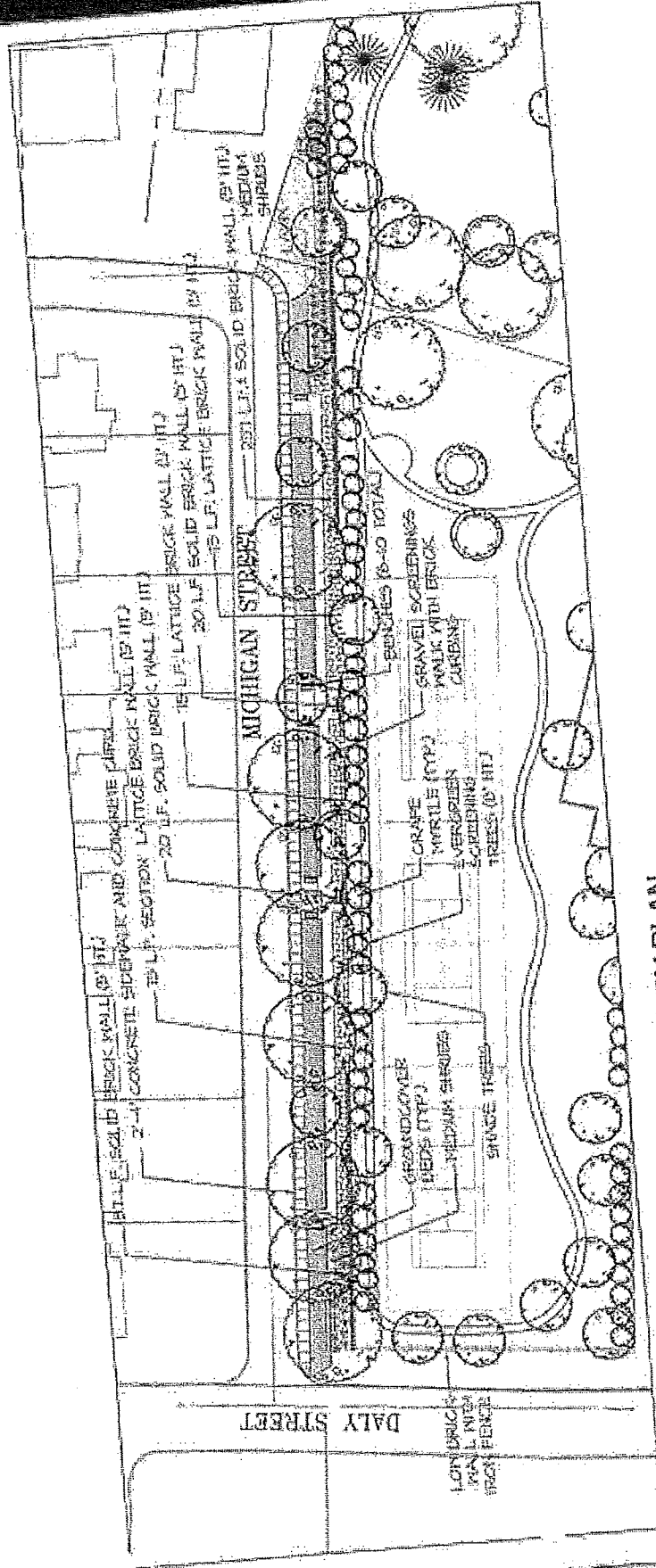


deliberate military presence



August 2003
 PRELIMINARY
 10/03/03

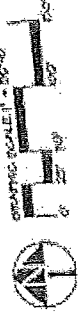
DRECHER HIGH SCHOOL
 MICHIGAN STREET DISTRICT ONE
 CHICAGO, ILLINOIS 60604

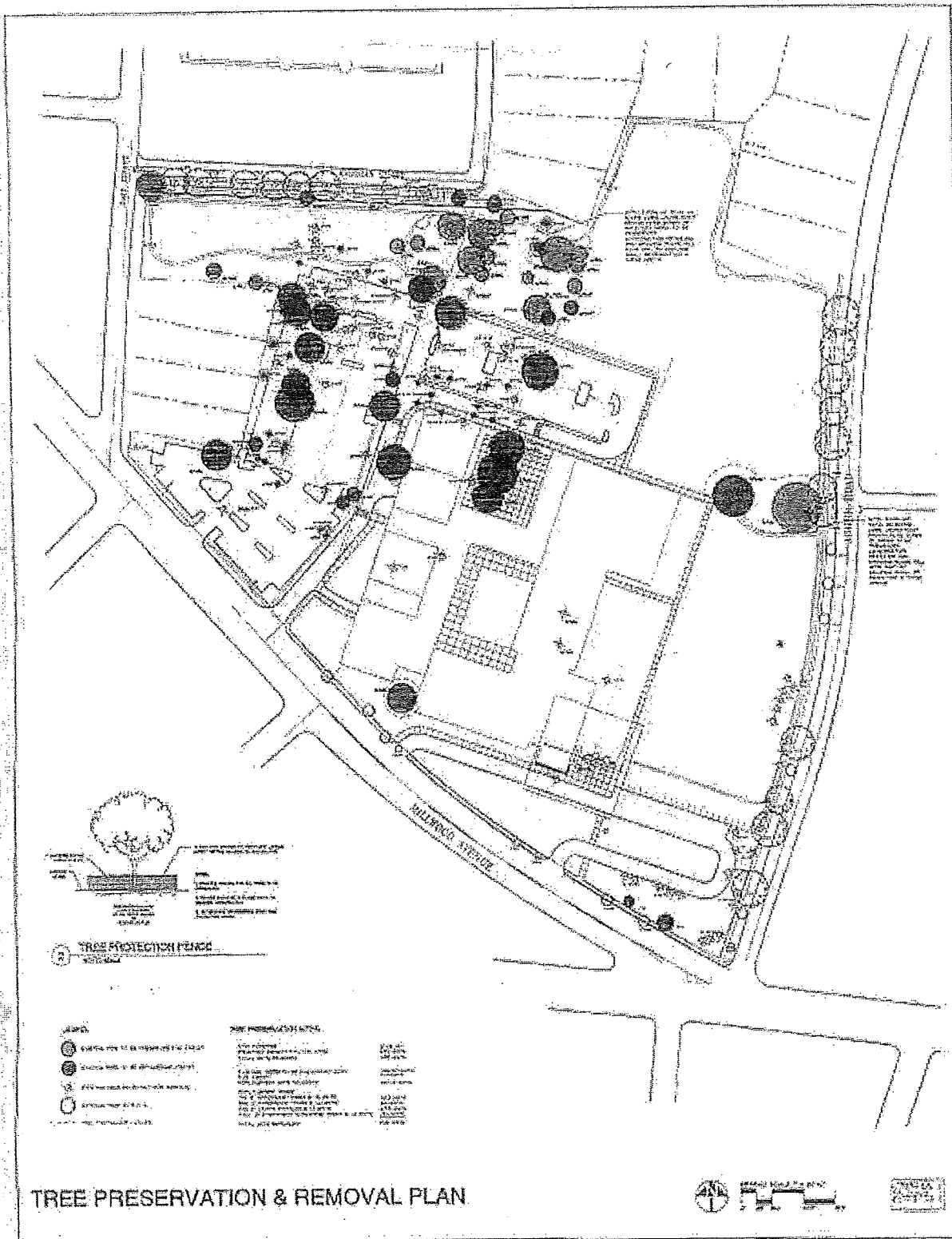


MICHIGAN STREET PARK- PRELIMINARY PLAN

REVISED SEPTEMBER 22, 2003

GRIMSBALL
 ARCHITECTS
 CHICAGO, ILLINOIS

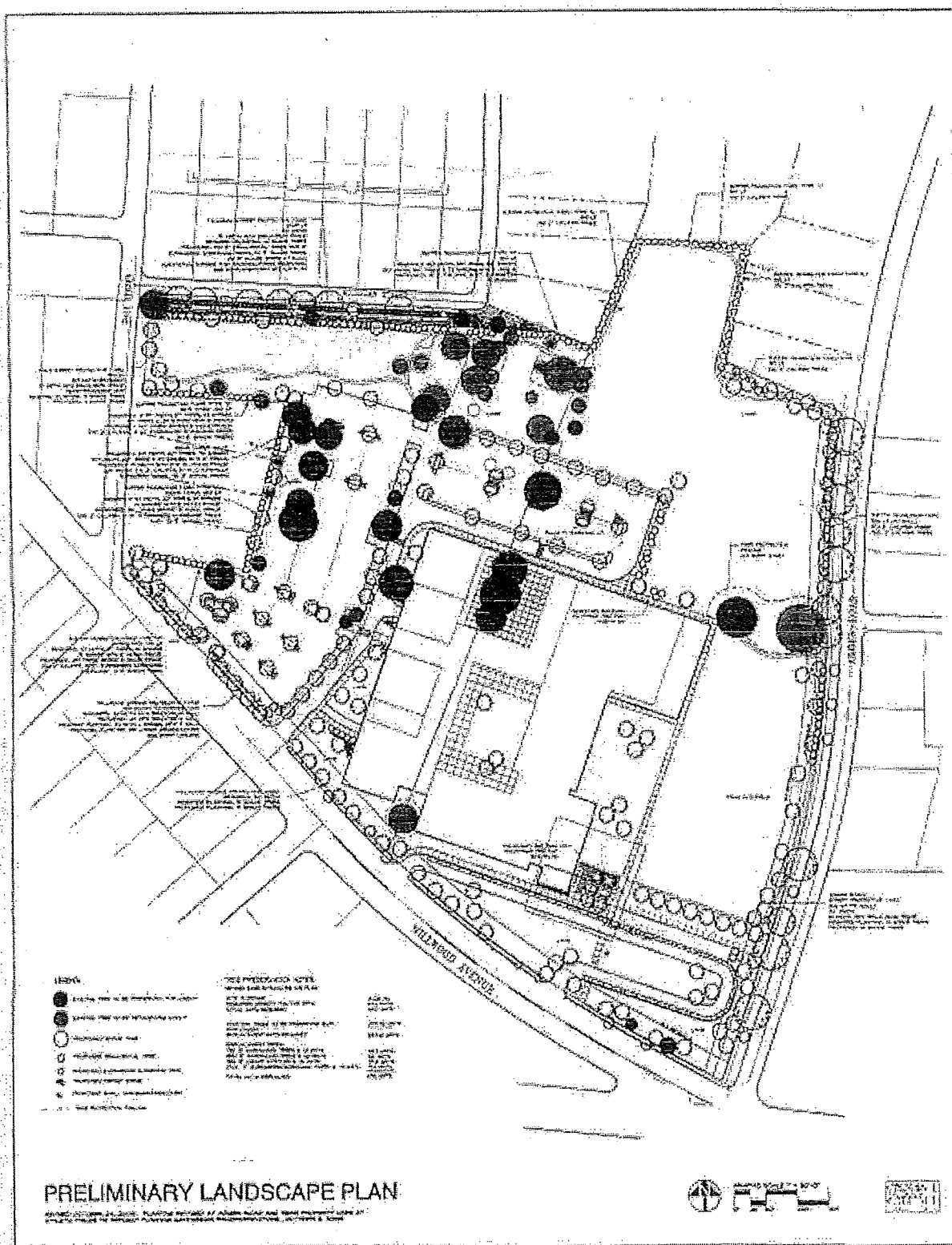


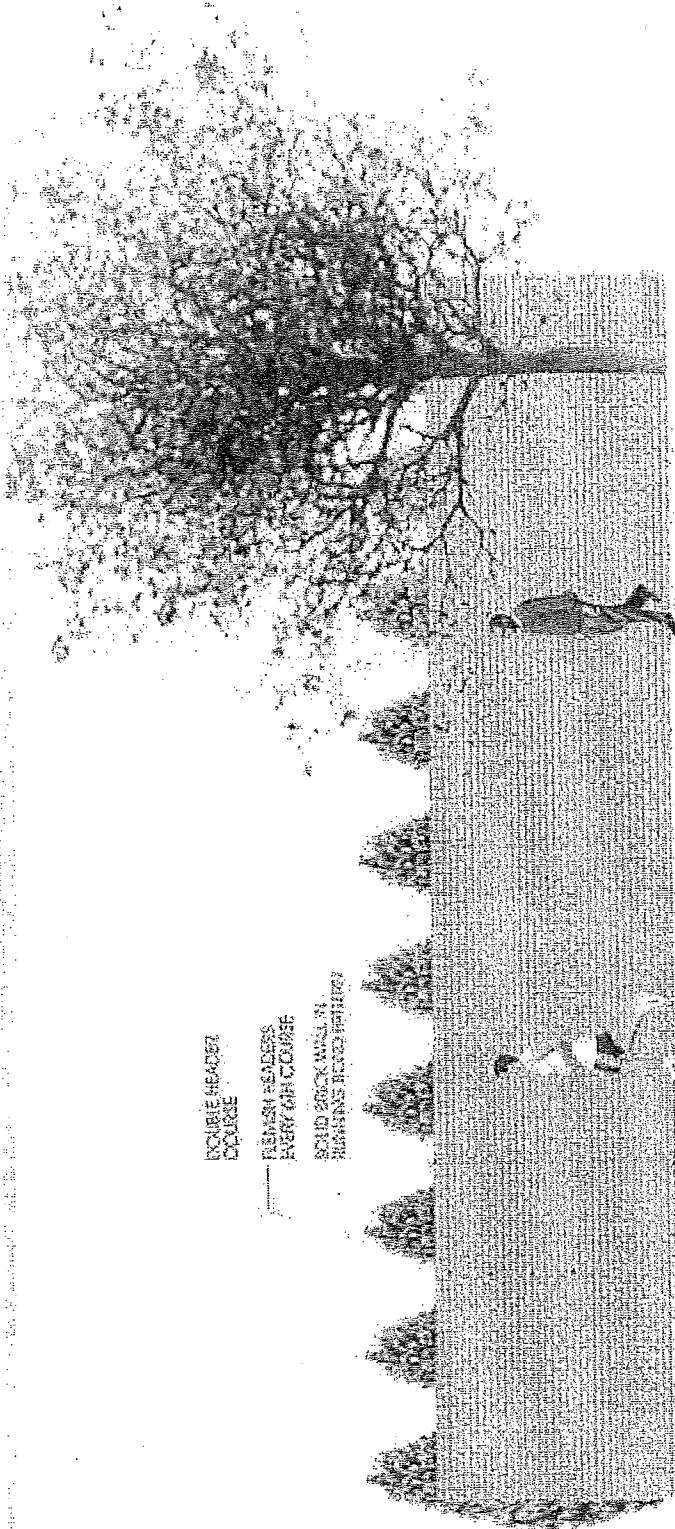


TREE PRESERVATION & REMOVAL PLAN

DREHER HIGH SCHOOL
 RICHLAND SCHOOL DISTRICT ONE
 COLUMBIA, SOUTH CAROLINA

AUGUST 2003
 PREPARED BY
 S.W.A.





SOLID BRICK WALL WITH LANDSCAPING

BRICK WALL STUDIES
NICHOLSON STREET PARK

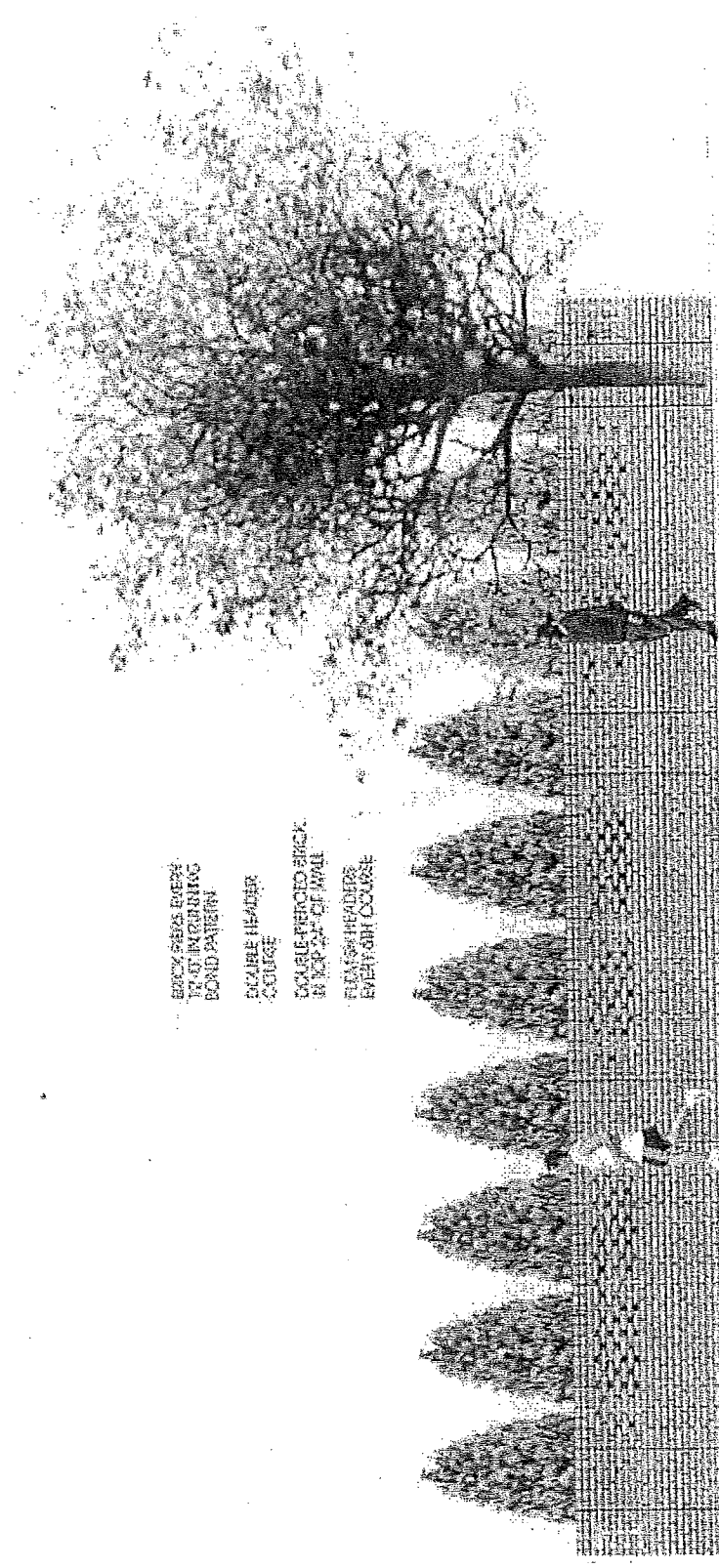


DREHER HIGH SCHOOL
PUD-C PLANNED UNIT DEVELOPMENT
RICHLAND SCHOOL DISTRICT ONE
COLUMBIA, SOUTH CAROLINA

SEPTEMBER 22, 2003
PERKINS
The Boudreaux Group & WILL

Item No. 9A

Item No. 97



BRICK SHOTS EVERY
12" AT INTERIOR
BOND PATTERNS
DOUBLE HEADERS
COURSE
DOUBLE PERIOD BRICK
IN 12" OF WALL
FLANGE HEADERS
EVERY 4TH COURSE

5'-0" PIERCED BRICK WALL
WITH LANDSCAPING

5'-0" PIERCED BRICK WALL
WITH LANDSCAPING

BRICK WALL TYPES	DREHER HIGH SCHOOL PUD-C PLANNED UNIT DEVELOPMENT	OCTOBER 28TH, 2003 PERKINS The Bechtel Group
1" = 10'-0"	RICHLAND SCHOOL DISTRICT ONE COLUMBIA, SOUTH CAROLINA	SMO

Classrooms	76	152 parking spaces
------------	----	--------------------

34	General
10	Science
6	Foreign Language
1	CAD
1	Industrial Tech
4	Business
1	Lecture Hall
1	Journalism
6	Spec. Ed.*
2	Health
2	ROTC
1	Driver's Ed
7	Visual & Performing Arts

76 Total Classrooms

** does not include resource
rooms & other pull-out
spaces*

Offices	52	104 parking spaces
---------	----	--------------------

Teacher Workroom / Dept Workroom / Offices

5	General
1	Business Ed
1	CAD Office
1	Special Ed
1	In Central Admin area
1	In Library
2	PE Staff
2	ROTC
3	In Music area
1	In Art area
2	Dance / Drama

20 Total Teacher offices

Administration & Other Offices

1	Speech Specialist
1	Spec. Ed Itinerant
1	Secretary
1	Principal
3	Asst. Principal

Dreher Parking Count 3.26.03.xls

Item No. 10

3	Curriculum Related
1	Attendance
3	Administrative
1	Admin. Itinerant
4	Guidance Counselors
2	Guidance Itinerant
1	Parent/Volunteer
1	Clinic
2	Media Center Offices
4	Coaches
1	Athletic Director
1	Athletic Admin
1	Custodial

32	Total Admin offices
----	---------------------

Main Assembly

Gym	2,000 seats	400 parking spaces
-----	-------------	--------------------

Parking Totals

656 parking spaces

Item No. 10

SMG / CDI SOUTHERN MANAGEMENT GROUP/CONSTRUCTION DYNAMICS, INC.

RICHLAND COUNTY SCHOOL DISTRICT ONE DREHER HIGH SCHOOL ISSUES JULY 1, 2003

The following are several issues that have been raised from time to time at community meetings. During the Bond Referendum and Community Meetings, we have addressed each; however, a more detailed response is contained within:

Issues with Dreher H.S. using Keenan H.S.

1. Keenan High School is much smaller than Dreher High School:
 - a) Capacity of Keenan is 875 students
 - b) Dreher enrollment is roughly 1250 students
 - c) This would require leasing of at least fifteen (15) portables for two years minimum.
 - d) Portable lease at $975.00/\text{mo} \times 15 \times 30 = \$438,750.00$
 - e) Portable cost does not include set-up, temporary utilities, sidewalks, covered walks, etc.
2. Potential construction inflation cost at 2 1/2 % per year:
 - a) Delay bidding Dreher two years minimum, \$1,632,000.00 inflation cost.
 - b) Delay bidding Keenan Conversion to W.G. Sanders two years minimum, \$603,104.00 inflation cost.
3. Busing cost: Students from the Bluff Estates and Authortown would be affected the most.
4. Relocation cost: Move in and out.
5. Potential for losing students to the private schools:
6. W.G. Sanders students would be delayed a minimum of two years in occupying their facility:
7. Voters were told at community meetings during the Bond Referendum that students would not be relocated.

Renovation and Additions Versus all New Construction:

1. District Educational Program for new high schools requires approximately 330 different spaces. Existing Dreher High School has only 174 spaces. In addition to the additional spaces needed, the existing structure would require complete remodeling to accommodate this new Program. Current building, when renovated, would not allow a 100% utilization of existing square footage. Given the size of the new program (266,000 gross square feet) a sizeable addition would be required that would occupy more land than a new school would occupy, thereby, limiting open green space and overall site flexibility.
2. Existing building renovations would require total compliance with the new International Building Code. Retrofitting the building for seismic, life safety, and ADA compliance in conjunction with existing systems replacement (HVAC, electrical, plumbing, etc.) would cost about the same as new construction. The addition with renovation would result in a higher construction cost than all new construction, plus the design limitations noted above.
3. An independent Seismic Study would be required to determine feasibility and cost of bringing building up to code. (Remember, the seismic issues and cost overruns on the State House renovations.)
4. If renovations were economically feasible, performing work while the school is in operation would be difficult. Life Safety of students, teachers, and staff would be a critical issue. (Educational process would be negatively impacted.)
5. Phasing of the renovation would add cost over and beyond the original budget and would require three to four years to complete.
6. Dreher High School was designed and constructed at a time when the engine of our economy was based on industry. Dreher's departmental and cellular design reflects that economy. Educational models that are responsive to the new economies and the workforce Dreher students will encounter require a much more flexible and integrated approach to learning, and therefore, teaching. The current facility does not adequately address these critical issues.

Relocating students onsite while re-building on same footprint:

1. Would require a minimum of ninety (90) portables; $90 \times 975.00/\text{mo} \times 30 \text{ mo} = 2,632,500.00$.
2. Code separation of portables would make installation of ninety (90) portables very unlikely.
3. Programs such as Performing Arts and Visual Arts, Physical Education, etc. would suffer due to lack of facilities.

4. Building up front and a portable city at the rear would make access to site difficult and parking nonexistent. Access to portables would be off Adger Road and Princeton Street in all likelihood.
5. Minimum area available for laydown areas for staging construction.

Ground level Parking versus Parking Deck

1. Safety of the students is a critical issue. Adequate security would require additional staffing.
2. Two-story parking deck at 12,000 per car for 550 cars is 6,600,000.00. Upscale parking deck at \$15,000 per car for 550 cars is 8,250,000.00. Site improvement for 550 cars on grade is \$523,122.00.
3. Security lighting at night would be more disruptive because of increase foot candles and higher elevation.
4. Location on site would be controversial with adjacent neighborhoods.
5. State Department of Education and the Office of School Facilities, knows of no school in South Carolina that uses parking decks.

Possibilities of Reducing On Site Parking

1. In several community meetings, individuals have questioned the programmed number of parking spaces (\$50) and asked that this number be reduced.
2. Parking numbers for High Schools are generally established based on the local zoning codes; in the case of Dreher, the formula in the City of Columbia's zoning ordinance is 2 for every classroom, 2 for every office, and 1 for every 5 seats in the main assembly area. The total required for the new Dreher, based on these requirements, is 656.
3. Beyond the zoning ordinance, a general "rule of thumb" based on other high schools around the country suggests a ratio of 1 parking space for every 2 to 3 students served. Using this rule of thumb, a 1300 student high school should have between 433 and 650 parking spaces. It should be noted, however, that the number of parking spaces varies greatly from school to school, depending on region, site, and demographics.
4. Currently Dreher has approximately 180 spaces on the current campus. The students have access to a parking lot owned by Shandon Methodist church that has approximately 125 spaces. It has been noted repeatedly by the school administration that safety is a concern regarding the students crossing the busy intersection of Millwood, Devine, and Adger to get from the church parking lot to the main campus.

5. There are currently 48 parking spaces designated along Adger Road that can be used by students and visitors. Neighbors in the Adger Road community have questioned whether or not these should remain.
6. Based on the number of questions being raised about the parking count, the District has agreed to revisit the analysis used to determine the proposed number of 550 spaces. A new survey will be conducted by Dreher to get more data on the number of students who will be driving. Based on this outcome and the anticipated need for staff and visitors, the number may be adjusted with Board approval. It is also possible that the District will request the City provide some guarantee that the existing spaces along Adger would remain.

Potential to reduce Tennis Courts

1. Six tennis courts have been programmed to provide the flexibility to accommodate competition as well as P.E. tennis needs. These tennis courts would need to be lighted, although fixtures can be selected that minimize glare and light pollution.
2. The number of tennis courts could be reduced to 3 if competition tennis is accommodated off site. Competitions are currently held the City of Columbia's facility for a fee.
3. The District has agreed to participate in negotiations with the City to hold tennis competitions at their facility in lieu of on-site. Waiving the fees will be a part of the negotiations. If successful, the Board may elect to reduce the required number of tennis courts to three. In addition, the P.E. tennis courts do not require lights.

Overlapping P.E. Practice Fields to Reduce Area Required

1. ~~In addition to the tennis courts, there are three P.E. fields identified: two football-sized fields and one softball field. These fields will be for P.E. and practice only - competition sports will be hosted on another site.~~
2. A suggestion was made to overlap these fields to reduce the amount of area devoted to instructional green space. This limits the amount of P.E. classes two to three classes per period that can be accommodated at the same time.
3. In addition to P.E. classes, ROTC meets every period except one and they use the fields a considerable number of days.
4. During the Fall, three football teams, cross country, band, and cheerleaders must all share the limited space.
5. During the Spring, there is a large track team and spring football practice that uses the fields.
6. The proposed P.E. practice fields are minimal and overlapping would only further restrict the utilization of the fields.



South Carolina
Department of Transportation

August 4, 2003

Richland County Traffic
Columbia

Mr. David Brewer
City of Columbia - Traffic Engineering
2910 Colonial Drive
Post Office Box 147
Columbia, South Carolina 29217

David
Dear Mr. Brewer:

**Request for road removal: A portion of S-361
(Princeton Street) adjacent to Dreher High School**

In reference to our July 24th meeting regarding Richland School District No. 1's request to have S-361 removed from the State-Highway-System, I am providing you with the road removal form to initiate the removal process. We have completed the road description section of the form. In order for the removal process to begin, the City of Columbia must be willing to accept maintenance responsibility of the road. Therefore, please have an official representing the City of Columbia sign the acceptance of maintenance responsibility section (shown highlighted on the attached forms) and forward the entire set of forms to our District Engineer Administrator for District One, Mr. James Cagney, 1400 Shop Road, Columbia, SC 29201. The removal process will need to be finalized before the closing of any portion of S-361.

If you should have any questions or need additional information, please feel free to contact our School Operations Staff at (803) 737-3378.

Sincerely,

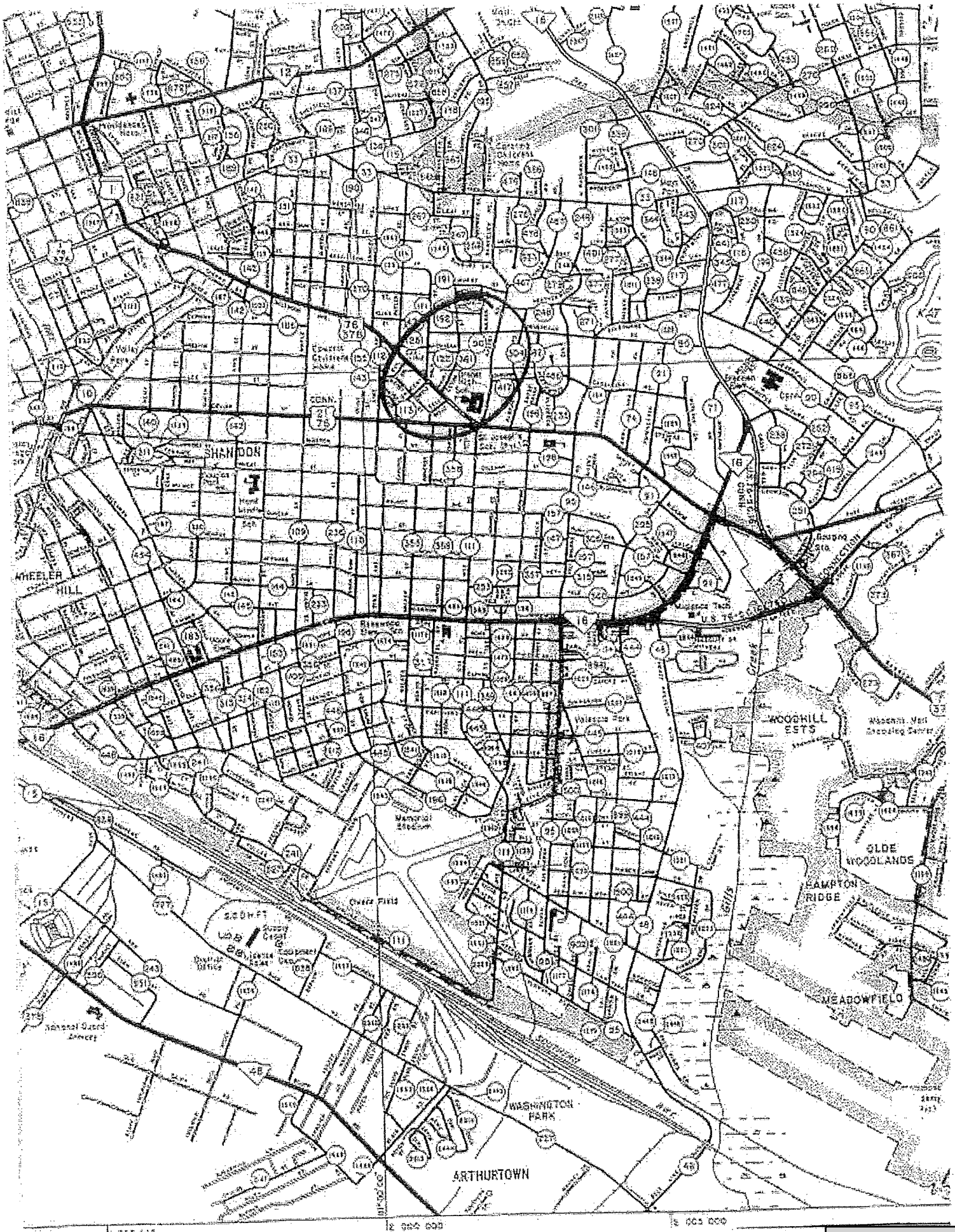
D. Brett Harrelson
Traffic Safety Engineer

DBH:pm

cc: Dr. Ronald L. Epps, Superintendent, Richland County School District No. 1
Mr. Alex James, Director, Office of School, Department of Education
Mr. Tom Baldwin, Southern Management Group
District Engineering Administrator - District No. 1
Director of Traffic Engineering
Mr. Dave Bowers, Road Data - Traffic Engineering

File: *7178*
TE/MTB





**REQUEST FOR REMOVAL OF ROAD
FROM STATE HIGHWAY SYSTEM**
(REVISED 5-22-2000)

DESCRIPTION OF SECTION OF ROAD TO BE REMOVED

COUNTY: RICHLAND ROAD NUMBER: S-361 ROAD NAME: PRINCETON ST.

LENGTH TO BE REMOVED: 0.20 MILES

BEGINNING POINT: US 76/378 (MILLWOOD AVE) ENDING POINT: S-90 (DEVEREAUX)

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

SEE ATTACHED MAP

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY BY OTHER ENTITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF _____

(INSERT COUNTY /CITY/SCHOOL DISTRICT NAME)

COUNTY/CITY/SCHOOL DISTRICT OFFICIAL

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:
THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

MR. ROCQUE L. KNEECE
SCDOT PROGRAM DEVELOPMENT ENGINEER
955 PARK STREET - ROOM 427, P.O. BOX 191
COLUMBIA, S. C. 29202

BASIS FOR REMOVAL **[TO BE COMPLETED BY SCDOT]**

CHECK ONE OF THE (3) THREE OPTIONS BELOW AND COMPLETE:

1. ☐ ABANDONMENT OF SECTION OF RELOCATED HIGHWAY

2. ☐ DELETION AND REMOVAL OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ROADS TO BE ADDED IN SWAP OF MILES:

<u>ROAD(S) NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	_____	x _____	/ _____	= _____
_____	_____	x _____	/ _____	= _____

ROADS TO BE DELETED IN SWAP OF MILES:

<u>ROAD(S) NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	_____	x _____	/ _____	= _____
_____	_____	x _____	/ _____	= _____

NOTE: ROADS TO BE ADDED MUST BE OF HIGHER TRAFFIC IMPORTANCE THAN ROADS TO BE DELETED AS DETERMINED BY THE CALCULATIONS ABOVE.

[ACCEPTANCE OF MAINTENANCE RESPONSIBILITY (ON PAGE 1) MUST BE COMPLETED OR LETTER ATTACHED.]

3. ☒ ABANDONMENT OF RIGHT-OF-WAY - (REMOVAL OF ROADS FROM STATE HWY. SYSTEM ONLY)

DETERMINATION OF RIGHT-OF-WAY NEED (CHECK APPROPRIATE BOX (ES) BELOW)

YES NO

☐	☐	PROPERTY IS REQUIRED FOR SCDOT RIGHT-OF-WAY.
☐	☐	PROPERTY IS REQUIRED FOR DEPARTMENT PURPOSES.
☐	☐	ABANDONMENT IS IN THE INTEREST OF THE PUBLIC AND SCDOT.
☐	☐	ABANDONMENT ADVERSELY AFFECTS THE INDIVIDUAL RIGHTS OF OTHERS.

[ACCEPTANCE OF MAINTENANCE RESPONSIBILITY (ON PAGE 1) MUST BE COMPLETED OR LETTER ATTACHED.]

REQUEST SUBMITTED BY: _____ DATE: _____

CONCURRENCE BY: _____ DATE: _____

FOR PRIMARY ROUTES ONLY:

APPROVAL BY: _____ DATE: _____

DIRECTOR OF TRAFFIC ENGINEERING

DREHER HIGH SCHOOL FACILITIES MEDIATION

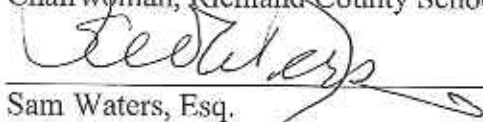
- I. Modify proposed site plan of 13 November 2017.
 - A. Relocate five tennis courts to southern area of existing band practice fields.
 - B. Shift multipurpose practice field toward high school building and Daly Street to create larger buffer zone between school property and neighborhood property lines to the north and east and west.
 - C. Relocate bus turn around to area adjacent to current tennis courts subject to approval of permitting agencies.
 - D. Reconfigure existing street parking and remove certain islands within existing parking area subject to approval of permitting agencies.
 - E. Convert a small portion of the site at Daly and Michigan Streets corner into RS-2 zoned area.
 - F. Create arboretum in green space northeast of proposed multi-purpose field.
- II. Convert existing PUD to mixed use PUD.
- III. Amend mixed use PUD to provide for modifications in I above.
- IV. PUD to provide mechanism for all stakeholders to engage in discussions prior to filing petition to modify PUD in the future.
- V. Prior to developing RS-2 area, all stakeholders will engage in discussion concerning development and use of re-zoned property prior to any application.
- VI. Lights in area of MPF and tennis courts will be extinguished by 9:00 PM; however, lights will be partially extinguished after field is cleared at the end of competitions, consistent with needs of safety and maintaining order.
- VII. MPF lights limited to 4 poles approximately 70' in height with LED with 100% cut off per MPF specifications; tennis court lights limited to 8 poles approximately 30' in height with LED with 100% cut off per MPF specifications.
- VIII. Currently planned mixed use PUD to provide for no more than 1 MPF and 5 tennis courts.
- IX. Increase number of trees and other foliage to block line of sight and sound especially on north side and install irrigation consistent with current PUD and new needs created by new PUD.



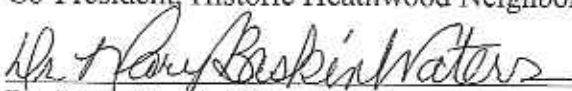
- X. Define arboretum with assistance of architectural designer.
- XI. MPF not used for varsity football competitions.
- XII. District will limit bleacher height to 6 feet on visitor side or as close to this height as compliant with manufacturer's recommendations and specifications.
- XIII. MPF will not have sound on scoreboard, P.A. system or battery megaphone.
- XIV. No pep bands.
- XV. Subject to approval of Richland County School District 1 Board of Commissioners.



Cheryl Harris
Chairwoman, Richland County School District 1



Sam Waters, Esq.
Co-President, Historic Heathwood Neighborhood Association



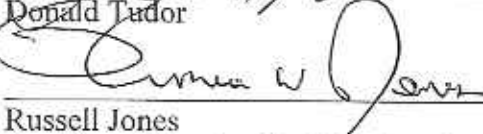
Dr. Mary Baskin Waters
Co-President, Historic Heathwood Neighborhood Association



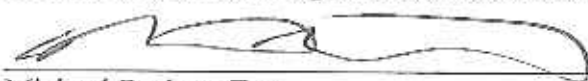
Fred Easley
President, Melrose Neighborhood Association



Donald Tudor



Russell Jones
President, Shandon Neighborhood Association



Michael Burkett, Esq.
Dreher Athletic Booster Club



Future Land Use Map

3319 Millwood Drive, TMS# 13
Existing FLU: UCR-1

22.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



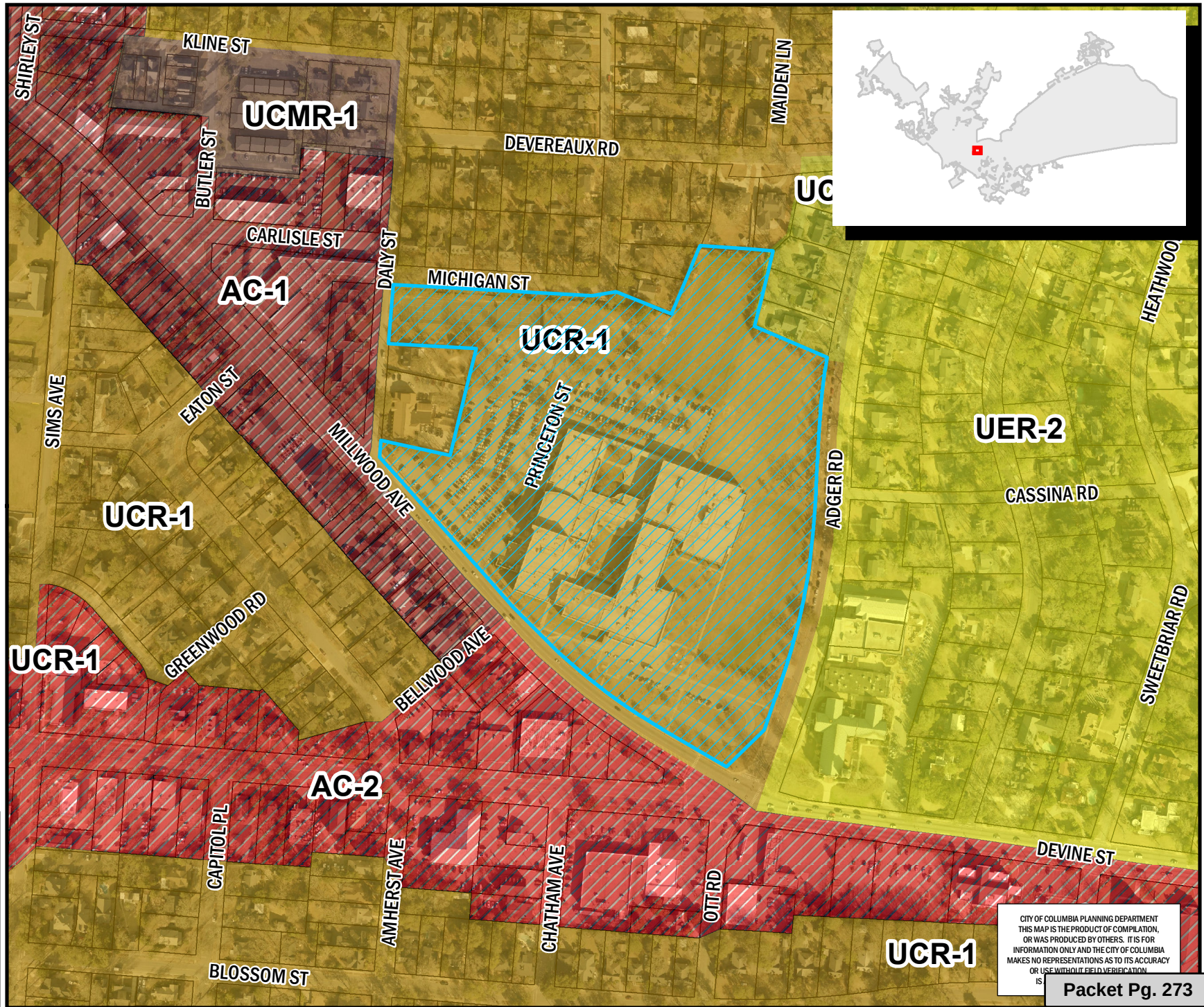
0 75 150 300
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
July 17, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 273

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

3319 Millwood Drive, TMS# 13804-03-09, 22.a
Current Zoning: PUD-C, Proposed Zoning: PUD-C

Legend

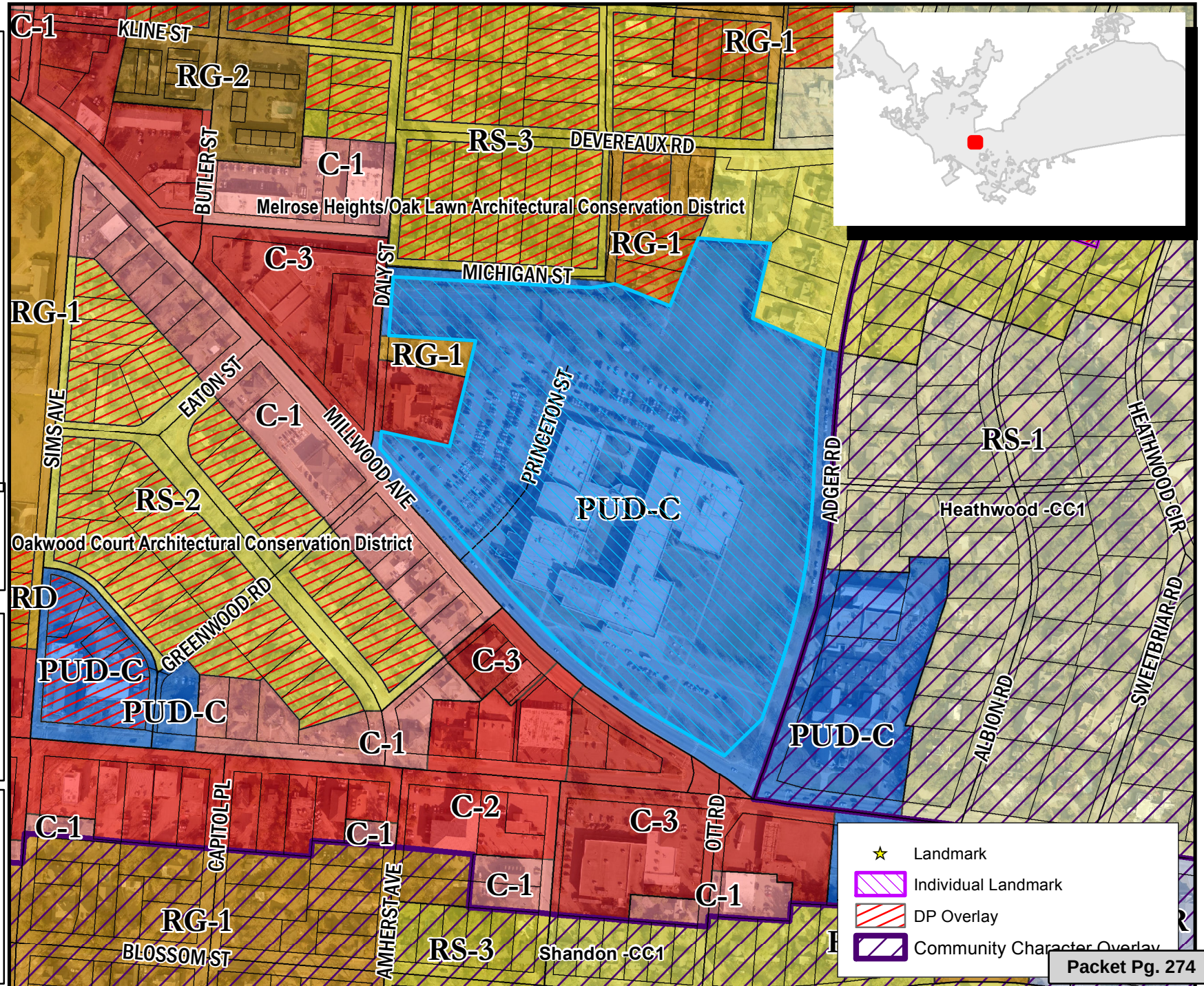
CITY LIMITS
 PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 17, 2018

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





We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-105 - Release and Abandonment of a Portion of the City's Existing 10' Water Line Easement along a portion of Richland County TMS#23100-02-10; Lot 4, The Lakes at Barony Place, Phase 1 & a portion of Phase 2; CF#223-17 & CF#343-18

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-105 abandon water line easement Lot 4 The Lakes at Barony Place (PDF)

RESOLUTION NO.: R-2018-105

Release and Abandonment of a Portion of the City's Existing 10' Water Line Easement along a portion of Richland County TMS#23100-02-10; Lot 4, The Lakes at Barony Place, Phase 1 & a portion of Phase 2; CF#223-17 & CF#343-18

WHEREAS, the City of Columbia obtained a water line easement along the subject property (currently identified as a portion of Richland County TMS#23100-02-10) in the Deed to Water Lines for Barony Place, Area I, Phase 1-A, Patio Homes of Heritage Lakes at The Summit (CF#223-17), dated May 1, 1996 and recorded on May 8, 1996 in the office of the Register of Deeds for Richland County in Deed Book D1315, page 655; and,

WHEREAS, the site was never fully developed as planned and subsequently, new plans were approved for the development of The Lakes at Barony Place with different lot configurations, thereby causing the 6" water line and easement along Lot 4, The Lakes at Barony Place, Phase I to no longer be necessary; and,

WHEREAS, the City of Columbia has been conveyed new water lines and easements for The Lakes at Barony Place, Phase I and a Portion of Phase 2 in the deed to water lines from the Lakes at Barony Development, LLC, dated August 28, 2018 and recorded on September 18, 2018 in the office of the Register of Deeds for Richland County in Record Book R2336 at page 350. A request has been made for release and abandonment of that portion of the original water easement obtained on the subject property that is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid and the conveyance of new water lines and easements for The Lakes at Barony Place, Phase I and a Portion of Phase 2, the receipt of which are hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto the LAKES AT BARONY DEVELOPMENT, LLC, its successors and assigns, that portion of the City of Columbia's existing 10' water line easement along Lot 4, The Lakes at Barony Place, Phase I and being more clearly shown by a cross-hatch pattern on record drawings dated June 11, 2018, last revised August 22, 2018, drawing 1 of 2, attached hereto and made a part hereof as Exhibit "A".

Said record drawings also being on file in the office of the Department of Engineering under file reference #343-18.

Requested by:

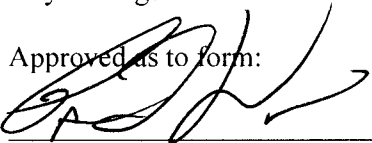
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-106 - Ratifying and Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and the State of South Carolina and the City Manager's execution of a Purchase and Sale Agreement documents to consummate the purchase of 2221 Devine Street, Richland County TMS #11312-02-03 and 11312-02-09

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-106 ratify LOI and authorize Agreement 2221 Devine (PDF)

RESOLUTION NO.: R-2018-106

Ratifying and Authorizing the City Manager to execute a Letter of Intent between the City of Columbia and the State of South Carolina and the City Manager's execution of a Purchase and Sale Agreement documents to consummate the purchase of 2221 Devine Street, Richland County TMS #11312-02-03 and 11312-02-09

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager's execution of said Letter of Intent between the City of Columbia and the State of South Carolina setting forth the terms for a Purchase and Sale Agreement for 2221 Devine Street, Richland County TMS #11312-02-03 and 11312-02-09, is hereby ratified; and,

BE IT FURTHER RESOLVED that the Mayor and Council hereby authorize the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and the State of South Carolina for the purchase of 22212 Devine Street, Richland County TMS #11312-02-03 and 11312-02-09, and any other documents necessary, as approved by the City Attorney, and ratify any such documents executed, in order to consummate the purchase of the referenced property.

(Funding Source: Parking Fund Balance)

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

October 26, 2018

CBRE Inc.
Attn: Martin Moore
1333 Main Street
Suite 210
Columbia, SC 29201

RE: 2221 Devine Street, Columbia, SC / Updated LOI

This updated Letter of Intent ("Letter") will serve to outline a proposal by the City of Columbia to purchase all of the real estate and improvements referred to below under the following terms and conditions. The terms described in this Letter are for discussion purposes only. This Letter is not a purchase and sale agreement or offer to purchase, and the parties acknowledge that they have not set forth the essential terms of an agreed-upon transaction. The parties hereto shall not be bound by the terms of this Letter, and no liabilities or obligations shall arise pursuant hereto, it being intended that only a subsequent formal Purchase and Sale Agreement, if duly executed by both parties, will bind parties on any matter described herein. Furthermore, prior to entering into a formal Purchase and Sale Agreement, appropriate corporate approvals must first be obtained by Seller and Buyer, including but not limited to approvals by the parties' legal counsel.

- 1) SELLER:** State of South Carolina
- 2) BUYER:** The City of Columbia, a municipal corporation
- 3) PROPERTY:** 90,988 SF of commercial building, 24,200 SF parking garage located at 2221 Devine Street, City of Columbia, County of Richland, State of South Carolina, Tax Map No: 11312-02-03 and TMS 11312-02-09
- 4) PURCHASE PRICE:** \$3.8M to be paid by Buyer at closing of which \$100,000 earnest funds will be provided within 30 days of the City's approval and execution of the Purchase and Sales agreement.

Teresa Wilson • City Manager
1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217
Office: 803.545.3026 • Fax: 803.545.3051 • Email: tbwilson@columbiasc.net



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5) INSPECTION PERIOD: For sixty (60) days after the Effective Date of the Purchase and Sale Agreement, Buyer, and/or its agents and employees shall have reasonable access to the Property to conduct studies and inspections, including but not limited to a Phase I environmental study, to perform due diligence, and to determine if the Property is suitable to Buyer.

6) CLOSING DATE: The target Closing Date will be 30 days following the Inspection period.

7) TITLE INSURANCE COMMITMENT:

Buyer shall be responsible for obtaining its own title insurance commitment disclosing the title to the Property to be good, marketable and insurable, subject only to the exceptions which Buyer is willing to accept (the Permitted Exceptions).

8) CLOSING COSTS, PRORATIONS AND COSTS:

Buyer shall pay for deed preparation, documentary or transfer stamps or fees, title examination, title insurance premium, normal and reasonable closing costs, all past due taxes, and pro-rata real estate taxes and assessments for the current year, if applicable. Buyer shall pay the recording of the deed. Each party shall pay its own attorneys' fees.

9) SELLER'S DELIVERIES:

- a) A Quit Claim Deed deed, conveying the Property to the City of Columbia
- b) Affidavits required by the title company, as allowed per state law
- c) Certificate of Non-Foreign Status and Residency Affidavit, as allowed per state law
- d) Evidence of authority to sell the property
- e) Asbestos Report and any updates completed
- f) CAFM Drawings
- g) Historical O&M records as available
- h) Original Floorplans
- i) Plat

Teresa Wilson • City Manager

1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217

Office: 803.545.3026 • Fax: 803.545.3051 • Email: tbwilson@columbiasc.net



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10) BUYER'S DELIVERIES:

Seller will continue to occupy premises for mutually agreed upon period based on the availability of the current occupants' new location, such period to be determined prior to closing

- 11) COMMISSIONS:** Seller acknowledges that the Buyer is not responsible for any real estate commission as a result of this transaction.

12) PURCHASE AND SALE AGREEMENT:

Both parties agree to work in good faith to negotiate and execute a Purchase and Sale Agreement within fourteen (14) days from the acceptance date of this Letter. Buyer will have the Purchase and Sale Agreement drafted and delivered to Seller for review.

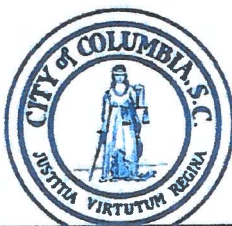
The above terms are offered in good faith and shall serve as the basis for the Purchase and Sale Agreement. However, this Letter shall not be binding on either party until and unless a Purchase and Sale Agreement is signed by both parties.

The Effective Date of the Agreement shall be the date on which Seller shall have delivered to Buyer the Agreement fully executed by Seller and Buyer.

- 13) TERMINATION:** This Letter of Intent shall be considered terminated if it has not been accepted by Seller within five (5) days from the date of this letter.

14) EXCLUSIVE DEALINGS:

During the period of negotiation of the Purchase and Sale Agreement and the term of the Purchase and Sale Agreement, Seller shall not solicit offers from or engage in negotiations with, any third party with respect to the



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sale of the Property. The period of negotiation shall end upon written notice from one party to the other.

If the above terms and conditions form an acceptable basis on which to continue negotiations, please sign below.

Sincerely,

Teresa Wilson, City Manager
City of Columbia

DATE: 10/26/2018

ACCEPTED BY SELLER:

State of South Carolina

DATE: 10/26/2018

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the State of South Carolina, by and through the Department of Administration (the "Seller"), and The City of Columbia (the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey by quitclaim deed that certain tract of land and related improvements located in Richland County, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller thereafter intends to enter into one or more commercial lease (each or collectively "Commercial Lease") for Property occupants currently utilizing the Property. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain piece, parcel or lot of land, being approximately 2.83± acres, with all improvements thereon, located at 2221 Devine Street in the City of Columbia, County of Richland, State of South Carolina, and being further described on the tax maps of Richland County at TMS 11312-02-03&09, consisting of approximately 96,753 Sq. Ft. of commercial building and 24,200 Sq. Ft. of parking garage.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the Land ("Improvements"), and the real property and Improvements shall collectively be called the "Property".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be Three Million Eight Hundred Thousand and No/100 Dollars (\$3,800,000.00). The Purchase Price shall be payable in certified U.S. funds as follows:

a. A good faith earnest money deposit and partial down payment of One Hundred Thousand and no/100 Dollars (\$100,000.00) (the "Deposit") which must be made payable to and received by the Seller within thirty (30) business days of the Effective Date will be applied to the Purchase Price at Closing.

b. The balance of the Purchase Price shall be payable by cashier's check, bank check or escrow account check at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Buyer may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Buyer in accordance with such standards and requirements as Buyer shall reasonably request. Should Buyer elect to obtain a Survey, a description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from said Survey, as mutually agreeable to Buyer and Seller.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a quitclaim deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Land, its appurtenances and improvements, and subject to all rights-of-way, easements, restrictions of record and all other matters affecting title whether of record or not, and to any and all governmental laws and ordinances applicable to the Property. The Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer shall have sixty (60) days from the Effective Date to undertake certain necessary inspections, market studies and other studies related to the Property (the "Inspection Period"). Seller agrees to provide Buyer and its agents, employees and representatives full access to the Property and to cooperate with purchaser in connection with such inspections. Buyer shall be responsible for any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property. Property is being sold in "As-is" condition. Buyer shall have the right to terminate this Contract at any time during the Inspection Period for any reason whatsoever. If Buyer elects to terminate the Contract during the Inspection Period as provided herein, Seller shall return to Buyer the Deposit. Said Deposit shall become non-refundable at the expiration of the Inspection Period.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before thirty (30) days after the expiration of the Inspection Period, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Conditions. The obligations of Buyer under this Contract are in all respects conditioned upon and subject to there being no pending or proposed application for any rezoning or change in zoning not consented to by Buyer.

8. Closing Costs. Buyer shall pay for the preparation of the Deed. Buyer shall be responsible for all closing costs, transfer taxes associated with the transaction, deed stamps, recording and documentary fees, and any instruments to be recorded under the terms of this Contract with respect to the Property, as well as title examination fees and the title insurance premiums. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

9. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

a. Buyer shall pay any ad valorem property taxes respecting the Property for that portion of the calendar year from and after the Closing Date.

b. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall, not more than one (1) day prior to the Closing Date, use its good faith efforts to cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Buyer shall be liable for and shall pay all utility bills for services rendered after such meter readings and after the Closing Date.

10. Brokerage Commission.

a. Seller and Buyer mutually acknowledge that they have dealt with the State's broker in this transaction, and Buyer acknowledges it has been provided all necessary agency disclosure forms.

b. Seller acknowledges that, to the extent applicable, any and all fees due to Seller's broker are the sole responsibility of Seller.

c. Buyer acknowledges that they do not have a broker representing them in connection with this transaction.

11. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

12. Closing Documents.

a. At Closing, the Seller shall deliver to Buyer (or Closing Attorney, if any):

i. a duly executed and acknowledged quitclaim deed in recordable form conveying the Property satisfactory to Buyer;

ii. Affidavits required by the title company, as allowed per state law and in a form acceptable to Seller;

iii. Certificate of Non-Foreign Status and Residency Affidavit, as allowed per state law and in a form acceptable to Seller;

iv. Evidence of authority to sell the property;

v. Asbestos Report and any updates completed;

vi. CAFM Drawings;

vii. Historical O&M records as available;

viii. Floorplans; and

ix. Plat.

b. At Closing, Buyer shall deliver to Seller:

i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel.

13. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

14. Assignment. This Contract shall not be assigned by Seller. This Contract shall be freely assignable to an affiliate of Buyer without the consent of Seller. Any other assignment of this Contract by Buyer shall be subject to the consent of the Seller.

15. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer, as its sole remedy, shall have the right to terminate this Contract (and receive a full refund of the Deposit) by giving written notice to Seller.

b. In the event of a default or breach thereof by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages. Notwithstanding the foregoing or anything herein to the contrary, Seller retains the right to enforce this Contract according to law.

16. Entry. Buyer shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the Effective Date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Buyer with keys and alarm system codes (if applicable) for the Property. Buyer shall be responsible for any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

17. The parties agree and understand this Contract is subject to and contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65 and the Iran Divestment Act. In the event the Seller shall be unable to convey title satisfactory to Buyer in accordance with the terms of this Contract, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title satisfactory. The sole obligation of the Seller shall be to cancel this Contract in which event the Deposit shall be returned to the Buyer.

18. Lease. Buyer, at Seller's sole and absolute discretion, agrees to enter into a Lease Agreement ("Lease Agreement") in a form substantially the same as Exhibit A attached hereto, for the Property with Seller for up to six (6) months from the date of closing at a rate of \$11.29/SF with Seller responsible for all operating costs with the exception of taxes and insurance. This Lease Agreement is intended to provide temporary office space to Seller while Seller arranges alternative space for the Property occupants, which will necessitate among other things, Seller or its tenants executing one or more Commercial Lease, obtaining requisite approvals for any such Commercial Lease(s), and coordinating the Property occupants move to the alternative space in accordance with the timeline set out in the appropriate Commercial Lease. Accordingly, Buyer understands and agrees that Seller's performance under this Contract is contingent upon, and subject to, the Seller obtaining all requisite approvals for the Lease Agreement and the Commercial Lease.

19. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service); (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested; or (iii) sent via electronic mail to the party's address specified in this Contract if sent during normal business hours on a Business Day (or on the next Business Day if sent via electronic mail after the close of normal business hours on a non-Business Day). When a party sends notice via electronic mail they shall promptly thereafter send a hard copy via either option (i) or (ii) as provided herein and addressed as follows:

SELLER: State of South Carolina
c/o Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201
Attention: Real Property Services
Email: Linda.Gordon@admin.sc.gov

BUYER: The City of Columbia
c/o City Manager
Post Office Box 147
Columbia, SC 29217
Attention: City Manager
Email:

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

b. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract and the Exhibit(s) hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Contract falls on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("non-Business Day"), such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by either the State of South Carolina or national banks in Columbia, South Carolina ("Business Day").

f. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

g. No Offer. The parties agree that the submission of this Contract for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Contract shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this Contract have the full power and authority to enter into this Contract.

i. The execution, delivery and performance of this Contract will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this Contract shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This Contract may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This Contract cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this Contract.

19. Closing Attorney. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, ("Closing Attorney") Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to sign a Conflict of Interest Disclosure to allow the Closing Attorney to close the within transaction.

IN WITNESS WHEREOF, the undersigned have duly executed this Contract effective as of the date of the last signature hereinbelow.

WITNESSES:

WITNESSES:

BUYER:

CITY OF COLUMBIA

BY: _____

Name: Teresa B. Wilson

Title: City Manager

Date: _____

SELLER:

STATE OF SOUTH CAROLINA
 BY AND THROUGH THE
 DEPARTMENT OF ADMINISTRATION

By: Real Property Services

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

[Signature]
 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: Amending Resolution No.: R-2018-094 - Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-108 amend 2018-094 multi county park structured public parking (extend 15 yr) (PDF)

RESOLUTION NO.: R-2018-108

Amending Resolution No.: R-2018-094 Adopting a Policy and Criteria to Consider the Inclusion of Real Property in a Multi-County Industrial Park to Apply Richland County's Special Source Revenue Credit incentive to Real Property within the Corporate Limits of the City of Columbia developed with the inclusion of structured public parking within project

WHEREAS, Resolution No.: R-2018-094 enacted on September 18, 2018, a copy of which is attached hereto and incorporated herein by reference, adopted a policy and criteria to consider the inclusion of real property in a Multi-County Industrial Park to apply Richland County's Special Source Revenue Credit incentive to real property within the corporate limits of the City of Columbia developed with the inclusion of structured public parking within project; and,

WHEREAS, Columbia City Council desires to amend Resolution No.: R-2018-094 and change the Credit Agreement paragraph to read as follows:

WHEREAS, the term of the Credit Agreement is intended to be for ten (10) years unless or until the requirements for public parking are no longer met, consideration may be given to extend this period to up to fifteen (15) years based on a review of financial projections and project impacts; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that Resolution No.: R-2018-094 is hereby amended as follows:

WHEREAS, the term of the Credit Agreement is intended to be for ten (10) years unless or until the requirements for public parking are no longer met, consideration may be given to extend this period to up to fifteen (15) years based on a review of financial projections and project impacts; and,

BE IT FURTHER RESOLVED that the rest and remainder of the policy and criteria set forth in said Resolution No.: R-2018-094 shall remain in full force and effect.

Requested by:

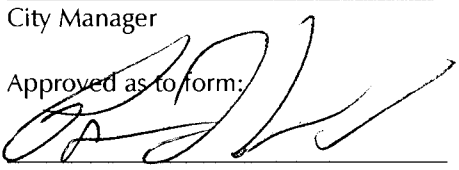
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Kline City Center, portion of Richland County TMS #08912-13-02)

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship, Provide high quality municipal services

ATTACHMENTS:

- **#a:** Ordinance No. 2018-069 (PDF)

ORDINANCE NO.: 2018-069

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Kline City Center, portion of Richland County TMS #08912-13-02)*

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 project to be undertaken is the Kline City Center that includes a mix of uses including retail, restaurant, hospitality, and office along with parking garages and public improvements necessary to support the project. The project cost is estimated to be \$75M on four acres located between Huger St, Gervais St, Washington St and Williams St. The Kline City Center Project will create more than 200 full time equivalent jobs, annual hospitality taxes, annual accommodation taxes, and business license revenue along with inducement of additional economic investment nearby. The parking garages will support the components of the project along with inclusion of public parking that will be beneficial to the area surrounding the project to include but not limited to commercial uses and public attractions. The project includes approximately 35,000 SF of commercial and retail development, 250 hotel room keys, 55,000 SF of office space, all supported by approximately 409 parking spaces and other related infrastructure necessary to support the project.

WHEREAS, to encourage a public parking component in the project, representatives of the Developer and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer an infrastructure credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("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,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant to the Park 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-2018-094, and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, 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 approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of fifteen (15) consecutive years, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement; and,

3. The project will incorporate a minimum of 25% public parking in addition to the minimum parking required by the zoning ordinance. Said public parking will be made available for public use for the duration of the credit period and owner will be responsible for verifying that use to the City Parking Services on an annual basis. Such use is also subject to periodic inspections by the City.

a. Public Parking for this site shall be a blend of monthly, daily, and hourly parking and can be located within one or multiple parking facilities constructed to support the project and public parking requirement, a decision of which can be determined by the City and agreed upon by the Developer once the design of the development is finalized.

b. Notwithstanding, handicap spaces and electric vehicle charging, the transient parking spaces shall be located in closest proximity to the entrance of the facilities to be most convenient to the high turnover users.

c. The agreed upon monthly parking may be located at upper levels of the parking facilities but shall be grouped together and posted according to agreed upon signage that reflects a public use component. Parking types- handicap, electric vehicle, timed, valet, and reserved shall be grouped together and individually signed as such. All other spaces (public) shall be open to any user if empty. A few spaces may be signed for extended length trucks, but not necessarily grouped since they will be chosen for access.

d. Non-signed, empty spaces within the 25% public parking threshold may be filled by monthly, daily, or hourly parkers as agreed upon by the City Manager or designee, the approval of which will not be unreasonably withheld or delayed by the City. At no time during the Credit period shall the blend of public parking be reduced below the number of spaces required to meet the 25% public parking component.

e. The Developer will own, operate and manage the parking facilities and as of such, the City will not receive any revenues from the public parking component. If at any time the Developer elects to contract with the City to operate/manage the facilities, the Developer will pay the City a fee sufficient to cover all expenses plus a 20% management fee or negotiate a mutually acceptable arrangement through a separate management contract. If said parking is managed by the City, revenues generated from such use will be provided to the Developer after all City expenses plus a 20% management fee have been paid.

f. The public parking will be made available at the rate agreed upon by the City and facility owner and will be based on market rates established in other public places within close proximity to the facility and are subject to change as those rates change. While such rates do not have to mirror the public rate in close proximity, there will be a logical comparison between the various rates. The City agrees to revisit and reconsider the rates no more than quarterly if the operator feels changes are needed in order to maximize revenues and adjust to demands of the area. The City agrees that dynamic pricing models will be allowed as part of the rate structure. Monthly passes may be restricted by hour and day depending on user needs and rate paid.

4. 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. Project must proceed with site plan review no later than December 31, 2020 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 approved tax credit will be repealed by the City.

5. The City Manager is authorized to execute any documents as approved by the City Attorney, and take any further action as may be reasonably necessary to further the intent of this Ordinance.

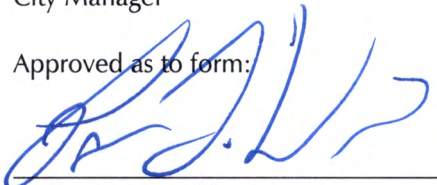
6. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-069EXHIBIT APROPERTY DESCRIPTION

Disclaimer: This plan is included only as an illustration of the intended mixed use development layout and location. The inclusion of this development site plan in no way infers approval of any specific elements of the plan nor does any component of this plan replace or alter existing requirements, if any, that are part of the Kline Redevelopment site.

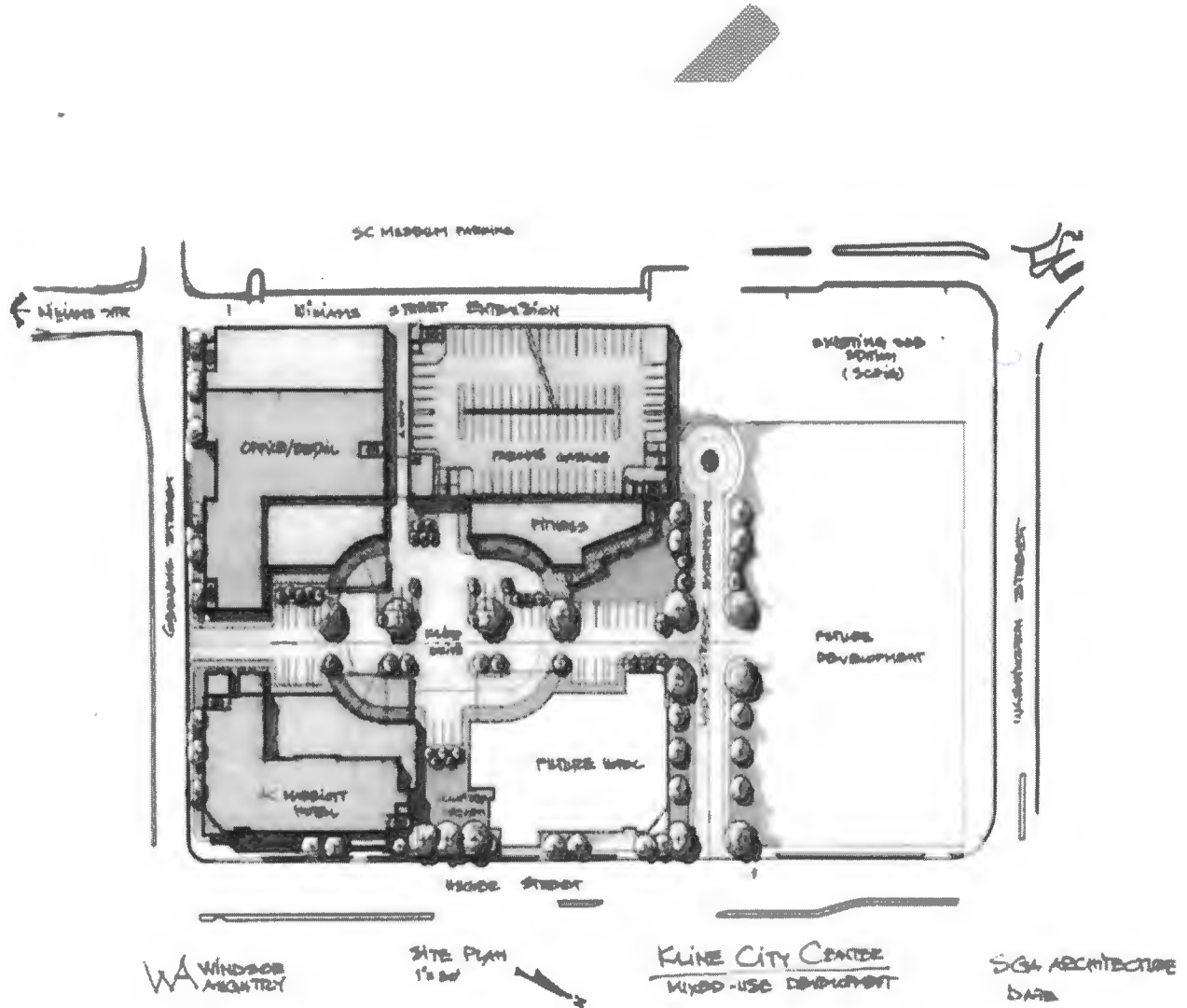


Exhibit A

Parcel is a portion of stated property description and is for a larger parcel than the development occupies.

Parcel No. 1:

ALL that certain parcel of land, with improvements thereon, situate in Richland County, South Carolina, containing 4.552 acres as shown on Plat Prepared for Kline Iron and Steel Company by Cox and Dinkins, Inc. dated September 11, 1997, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at an "X" on concrete at the Intersection of the western margin of the right-of-way of Huger Street and the northern right-of-way of Gervais Street running along Gervais Street S73.44'00"W - 319.80 feet to a nail; thence turning and running along property now or formerly South Carolina Electric and Gas Co. as follows: N16°10'47"W • 208.80 feet to a point; S73°43'17"W- 12.70 feet to a point; N15°04'46"W- 209.13 feet to a rebar; S74°04'13"W- 8.27 feet to a rebar; N16°20'00"W - 220.03 feet to a pipe; N74°06'20"E - 128.96 feet to a pipe; S16°17' 47"E- 54.89 feet to a rebar; N74°01'46"E • 208.31 feet to a pipe; S6°10'32"E- 561.16feet to the POINT OF BEGINNING.

PARCEL NO. 2:

ALL that parcel of land in Columbia. Richland County, South Carolina, containing 1.11 acres as shown on Plat Prepared for Kline Huger, LLC by Hussey Gay Bell & DeYoung, Inc. dated December 28, 2005, revised March 7, 2007, recorded in the Office of the Register of Deeds for Richland County in Book R-1293 at page 3027, said plat being Incorporated herein by reference, sad property being more particularly described as follows:

BEGINNING at a rebar at the northernmost corner of the property at the intersection of the southern margin of the right-of-way of Washington Street and the western margin of the right-of way of Huger Street. and running along Huger Street S20°32'13"E - 114.79 feet to a pipe; thence turning and running along property of Kline Huger, LLC as follows: S69°42'06"W -208.38 feet to a rebar; N20°37'41" W - 54.90 feet to a pipe; S69°46'57"W - 128.90 feet to a pipe; thence turning and running along property of S.C. Electric & Gas Co. (Residual of Lot "C" - 0.43 acre) N20°42'59"W • 108.85 feet to a rebar, thence turning and running along Washington Street N69°33'23"E • 337.70 feet to the POINT OF BEGINNING.

PARCEL NO. 3:

ALL that certain piece, parcel or lot of land. located on Gervais Street, Columbia, South Carolina, containing 0.79 acres, more or less. and being more fully shown as Parcel A on a Plat prepared for South Carolina Electric & Gas Company by Survey One, LLC, dated December 6, 2006, last revised March 13, 2007, and recorded in the Office of the Register of Deeds for Richland County in Book R-1459 at Page 1597 on August 29, 2008, with reference being made to said Plat for a more complete and accurate description.

TOGETHER WITH Access Easement given by South Carolina Electric & Gas Company to Kline Huger, LLC dated August 22, 2008, recorded on August 29, 2008, In Book R-1459 at Page 1604. and as shown on plat of survey entitled ' Plat Prepared for Kline Huger, LLC", prepared by Hussey, Gay, Bell & DeYoung, Inc., dated December 28, 2005 recorded in Book R-1434, Page 420.

ALSO TOGETHER WITH Easements given by the State of South Carolina to Kline Huger, LLC dated July 29, 2008. recorded on August 29, 2008, In Book R-1459 at Page 1611, and as shown on plat of survey entitled ' Plat Prepared for Kline Huger, LLC", prepared by Hussey, Gay, Bell & DeYoung, Inc., dated December 28, 2005 recorded in Book R-1434, Page 420.

PARCEL 4:

ALL that certain parcel of land In Richland County, South Carolina being shown and designed as Parcel E containing 4,621 square feet on Plat Prepared for South Carolina Electric & Gas Co. by Associated Engineers Surveyors Inc. dated June 14, 1988, revised June 22, 1988, recorded in the Office of the Register of Deeds for Richland County In Plat Book 52 at page 3675, said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-067 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (BullStreet Mixed Use Residential and Retail Development, Richland County TMS #08912-13-02)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Ordinance No. 2018-067 Bull Street Project (PDF)

ORDINANCE NO.: 2018-067

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(Project BullStreet Residential and Retail Mixed Use Development,
Portions of TMS R11501-01-01 and TMS R11501-02-01)*

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 project to be undertaken is Project BullStreet Residential and Retail Mixed Use Development (the "Project"), that will be two buildings comprised of a mix of uses including residential and retail along with a parking deck, surface parking and public improvements necessary to support the project. The project will be located on approximately 3.75 acres of property bounded by Boyce Street, Saunders Street, Pickens Street and Freed Street, as depicted on Exhibit A, and requires an investment of approximately \$60 million dollars. The residential portion will be for lease and designed with an urban aesthetic, catering to a cross section of demographics with studio, 1-bedroom, 2-bedroom and 3-bedroom apartment homes, totaling +/- 260 units, of which approximately 30% will be affordable to 120% of AMI. Approximately +/- 65,000 f of Class-A ground floor retail space will front the neighboring streets. Approximately +/- 81 Surface parking spots and +/- 325 spots in a covered parking deck will meet industry standards and municipal requirements, including the 25% public advantage excess. The project will provide residential, retail, parking and infrastructure to benefit the overall district.

WHEREAS, to encourage a public parking component in the Project, representatives of Proffitt Dixon Partners (the "Developer"), and the City approached the County seeking certain property tax incentives for the Project; and,

WHEREAS, the County has agreed to offer a parking credit to reduce the property taxes due on the Project ("Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act") and an infrastructure credit agreement between the County and the Developer ("Credit Agreement"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the multi-county industrial park ("Park") the County has jointly developed with Fairfield County, South Carolina ("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,

WHEREAS, pursuant to the Park Act and the agreement between the County and Fairfield which governs the operation of the Park ("Park Agreement"), following application of the Credit and distribution of the net fees in lieu of taxes ("FILOT") generated from the Project to Fairfield, the FILOT payment will be distributed on a pro-rata basis to the taxing entities in the County that, at the time the Project is included in the Park, are eligible to levy tax millage on the Project; and,

WHEREAS, pursuant to the Park 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-2018-094, and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, 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 approval, execution and delivery of the Credit Agreement with the Developer related to the Project; and,

2. Collectively, the Park Agreement and Credit Agreement will provide that (a) the owner of the Property will pay a FILOT with respect to the Project during the term of the Credit Agreement; (b) the annual FILOT payment due with respect to the Project will be subject to reduction by the Credit, which is equal to a maximum of 50% of the FILOT due with respect to the Project, for a period of 15 consecutive years, beginning with the first full year for which the Developer owes a FILOT payment with respect to the Project; (c) the City will be entitled to receive the portion of the net FILOT payment; and (d) the Project will be deemed removed from the Park on the expiration or earlier termination of the Credit Agreement; and,

3. The project will incorporate a minimum of 25% public parking in addition to the minimum parking requirements as required by the Bull Street Neighborhood Form Based Code as it relates to the residential use of the project. Said public parking will be made available for public use for the duration of the credit period and owner will be responsible for verifying that use to the City Parking Services on an annual basis. Such use is also subject to periodic inspections by the City.

a. Public Parking for this site shall be a blend of monthly, daily and hourly parking.

b. Notwithstanding, handicap spaces and electric vehicle charging, the daily and hourly parking shall be located in closest proximity to the entrance of the facilities to be most convenient to high turn over users.

c. The agreed upon monthly parking may be located at upper levels of the parking facilities but shall be grouped together and posted according to agreed upon signage that reflects a public use component.

d. The blend of monthly/daily/hourly may be changed from year to year based on usage records and parking demands for the area. Such changes require approval of the City. At no time during the Credit period shall the blend of public parking be reduced below the number of spaces required to meet the 25% public parking component.

e. The Developer will own, operate and manage the parking facilities and as of such, the City will not receive any revenues from the public parking component. If at any time the Developer elects to contract with the City to operate/manage the facilities, the Developer will pay the City a fee sufficient to cover all expenses (hard and soft costs) plus a 20% management fee, the details of which will be outlined in a separate management agreement.

f. The City and Developer can also work together to identify options for use of the public parking as event parking as/if needed. If managed by the City, the revenues generated from such use will be provided to the Developer after all City expenses plus a 20% management fee have been paid.

g. The public parking will be made available at the rate agreed upon by the City and facility owner and will be based on market rates established in other public places within close proximity to the facility and are subject to change as those rates change. While such rates do not have to mirror the public rate in close proximity, there will be a logical comparison between the various rates. The City agrees to revisit and reconsider the rates no more than quarterly if the operator feels changes are needed in order to maximize revenues and adjust to demands of the area. The City agrees that dynamic pricing models will be allowed as part of the rate structure.

4. The City Manager is authorized to execute any documents as approved by the City Attorney, and take any further action as may be reasonably necessary to further the intent of this Ordinance.

5. 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. Project must proceed with site plan review no later than December 31, 2020 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 approved tax credit will be repealed by the City.

6. Any prior ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

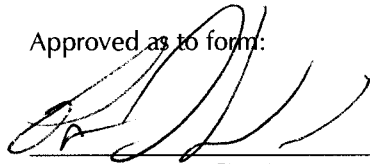
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Mayor

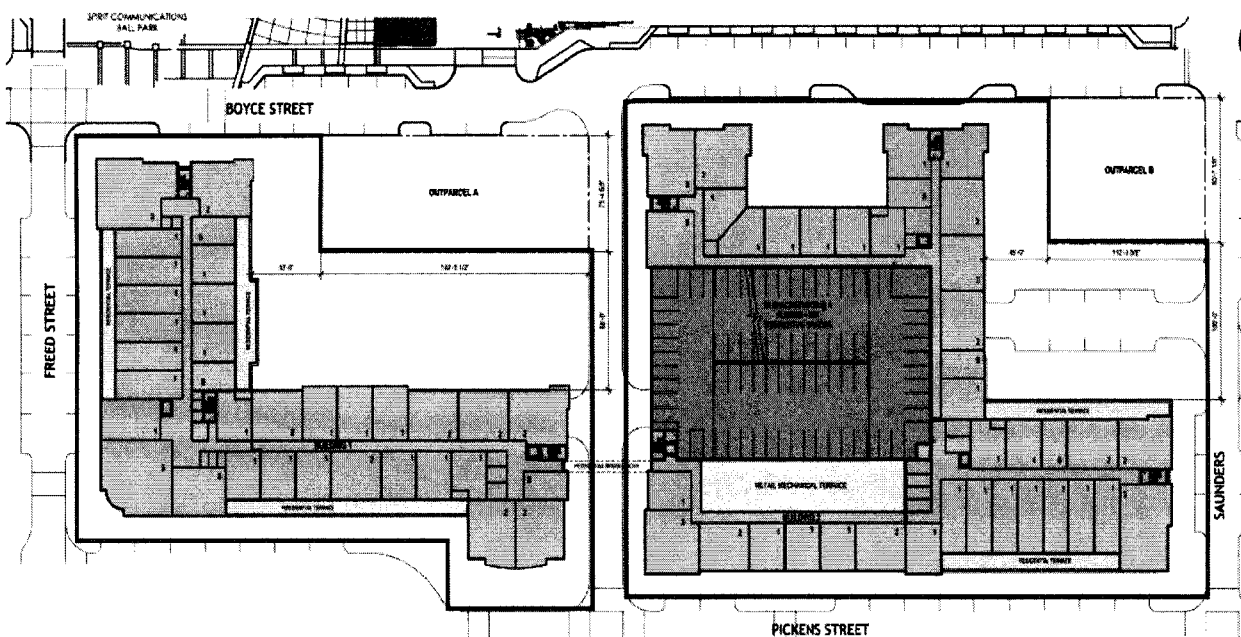
ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-067
EXHIBIT A
PROPERTY SITE PLAN



Disclaimer: This plan is included only as an illustration of the intended mixed-use development layout and location. The inclusion of this development site plan in no way infers approval of any specific elements of the plan by the City of Columbia.

ORDINANCE NO.: 2018-067
EXHIBIT A
PROPERTY DESCRIPTION

Parcel C-6

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel C-6 on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated September 4, 2018 and recorded _____, 2018 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 1.62 Acres, and being described as follows: Commencing at a #5 rebar found in the southern quadrant of the Boyce Street and Freed Street intersection; said #5 rebar found is the Point of Beginning; thence running in a southeasterly direction S19°07'17"E along the Boyce Street westerly right-of-way for a distance of 302.96 feet to a #5 rebar set on said right-of-way; thence turning and running in a southwesterly direction S70°52'43"W along Parcel C-7 belonging to Tellus Delaware, LLC for a distance of 262.78 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N19°07'17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 43.35 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70°56'58"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 34.79 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N19°03'02"W through the Williams Building and along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 259.92 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70°56'45"E along Parcel A-4 belonging to Tellus Delaware, LLC for a distance of 227.67 feet to a #5 rebar found on the Boyce Street right-of-way in the southern quadrant of the Boyce Street and Freed Street intersection; said point being the Point of Beginning.

Parcel C-7

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown as Parcel C-7 on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated November 15, 2017 and recorded _____, 2017 in the Office of the Register of Deeds for Richland County in Book _____, at page _____. Said property containing 3.05 Acres, and being described as follows: Commencing at a #5 rebar set in the northwest quadrant of the Boyce Street and Saunders Street intersection; said #5 rebar set is the Point of Beginning; thence running in a southwesterly direction S70°52'43"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 286.84 feet to a #5 rebar set; thence turning and running in a northwesterly direction N19°07'17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 465.65 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70°52'43"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 262.78 feet to a #5 rebar set on the Boyce Street westerly right-of-way; thence turning and running in a southeasterly direction S19°07'17"E along the Boyce Street westerly right-of-way for a distance of 15.85 feet to a #5 rebar found on said right-of-way; thence continuing in a southeasterly direction S49°03'15"E along the Boyce Street westerly right-of-way for a distance of 49.17 feet to a #5 rebar found on said right-of-way; thence continuing in a southeasterly direction S19°03'15"E along the Boyce Street westerly right-of-way for a distance of 407.20 feet to a #5 rebar set on said right-of-way; said point being the Point of Beginning.



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-066 - Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-066 I-77 Corridor Amended-Restated Master Agreement (PDF)

ORDINANCE NO.: 2018-066

Acknowledging the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park; Ratifying and Consenting to the Property Located in the I-77 Corridor Regional Industrial Park; and Other Related Matters.

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in the State of South Carolina;

WHEREAS, through City Council of the City ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina;

WHEREAS, 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 (collectively, "Act"), Richland County, South Carolina and Fairfield County, South Carolina (collectively, the "Counties"), as contiguous counties, jointly developed the I-77 Corridor Regional Industrial Park ("Park") by entering into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 ("Original Agreement") to govern the operation of the Park;

WHEREAS, at the request of companies seeking to invest in the Counties, as of and since the date of the Original Agreement, the Counties have located both real and personal property in the Park, a portion of which is within the geographical jurisdiction of the City ("City MCIP Property");

WHEREAS, in accordance with the Act, the Counties requested and the City provided its consent to the location of the City MCIP Property within the Park prior to the inclusion of the City MCIP Property in the Park;

WHEREAS, in order to enhance the effective operation of the Park, the Counties now desire to amend and restate the Original Agreement in its entirety and enter into the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Park ("Restated Agreement"), the form of which is attached as Exhibit A, to govern the operation of the Park in accordance with the Act; and

WHEREAS, because the property located in the Park and subject to the Restated Agreement includes the City MCIP Property, the Counties have requested the City acknowledge the Restated Agreement and provide its consent and ratification of the property located in the Park, which is attached as Exhibit B; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2018:

1. The City acknowledges the Restated Agreement, the form of which is included as Exhibit A, and confirms and ratifies the property located in the Park, as more particularly described on Exhibit B and further acknowledges that a portion of the property located in the Park is City MCIP Property and specifically confirms and ratifies the location of the City MCIP Property in the Park.

2. 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.

3. 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.

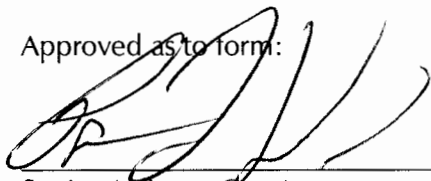
Requested by:

Economic Development Director

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Mayor

ATTEST:

City Clerk

Introduced:

Final Reading:

**EXHIBIT A
FORM OF RESTATED AGREEMENT**

**AMENDED AND RESTATED MASTER AGREEMENT
GOVERNING THE
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

DATED AS OF [], 2018

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-253-8917**

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES. THE OWNERS OR LESSEES OF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK ARE OBLIGATED INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO MAKE PAY AN AMOUNT EQUIVALENT TO THE TAXES OR OTHER IN-LIEU-OF PAYMENT THAT WOULD HAVE BEEN DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK EXCEPT FOR THE EXEMPTION PROVIDED BY THE STATE CONSTITUTION.

THE PAYMENTS DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK MAY BE LOWER THAN THE OTHERWISE PAYABLE *AD VALOREM* TAX IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE IN-LIEU-OF TAXES ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY OR IS THE BENEFICIARY OF A SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDIT. THEREFORE, WHEN PREPARING THE ANNUAL BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE ENSURE THAT ALL APPLICABLE INCENTIVES HAVE BEEN APPLIED AND CORRECTLY CALCULATED, INCLUDING THE USE OF A REDUCED ASSESSMENT RATIO AND ALTERNATE MILLAGE RATES.

ONCE A BILL HAS BEEN PAID BY AN OWNER OR LESSEE OF REAL OR PERSONAL PROPERTY LOCATED IN THE PARK, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE PAYMENTS ARE TO BE DISTRIBUTED BETWEEN RICHLAND AND FAIRFIELD COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES WITHIN EACH COUNTY. THE COUNTIES ARE PERMITTED BY LAW TO DISTRIBUTE THE PAYMENTS AMONG THE TAXING ENTITIES IN A MANNER AND PROPORTION DIFFERENT THAN THE *AD VALOREM* TAX REVENUES WOULD HAVE BEEN DISTRIBUTED IF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK WERE TAXABLE.

QUICK REFERENCE GUIDE

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REVENUE SHARING	3
DISTRIBUTION OF REVENUES	3
ANNUAL REPORT DISBURSEMENT OF REVENUES	4

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THIS AMENDED AND RESTATED MASTER AGREEMENT, ("**Agreement**") made and entered into as of the [] day of [] 2018 ("**Effective Date**") by and between Richland County, a political subdivision of the State of South Carolina ("**Richland**"); and Fairfield County, a political subdivision of the State of South Carolina ("**Fairfield**," together with Richland, "**Counties**," each, a "**County**"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "**Act**").

RECITALS:

WHEREAS, in accordance with the authority granted to the Counties by the Act and in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the "**Park**") and entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 ("**Prior Agreement**") which governed the operation of the Park; and

WHEREAS, the Counties desire to restate and amend the Prior Agreement in whole by entering into this Agreement; and

WHEREAS, the Counties further desire for this Agreement to govern the operation of the Park as of the Effective Date.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

ARTICLE I PARK BOUNDARIES

Section 1.01. *Park Boundaries.* The Park consists of two phases. Phase I consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. Phase II consists of the real property identified in Exhibit B and all personal property located on such real property or otherwise identified on Exhibit B.

Section 1.02. *Modification of Park Boundaries.*

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located ("**Host County**") shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. The Agreement is automatically amended to reflect the enlargement of the Park's boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County ("**Companion County**") of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the park, a description or identification of the property included in the Park, and a designation of the phase in which the Host County has located the additional property.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. The Agreement is automatically amended to reflect the diminishment of the Park's boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(c) The Counties may relocate property included in the Park from one phase to the other phase from time to time. To move property from one phase to the other phase, the Host County shall adopt a resolution or ordinance authorizing the relocation of the property. The Agreement is automatically amended to reflect the relocation of property from one phase to the other without further action by the governing bodies of either County on delivery of written notice to the Companion County of the relocation of property from one phase to the other phase. The written notice shall include a copy of the resolution or ordinance authorizing the relocation of the property and a description or identification of the property relocated from one phase to the other.

(d) Each County shall annually update Exhibit A and Exhibit B to reflect the inclusion, removal from or relocation of any property in the Park for which the County is the Host County and deliver the updates to the Exhibits to the Companion County in accordance with Section 3.04 of this Agreement. The initial Exhibit A and Exhibit B attached to this Agreement reflect the property located in the Park as of [].

ARTICLE II TAX STATUS; PAYMENTS IN-LIEU-OF TAXES

Section 2.01. *Constitutional Exemption from Taxation.* The Counties acknowledge that under the provisions of the Act, all real and personal property located in the Park is exempt from all *ad valorem* taxation.

Section 2.02. *Payment in-Lieu-of Taxes.*

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park ("**PILOT**").

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), "**Negotiated PILOT**"). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT governs the calculation of the annual PILOT due with respect to the property located in the Park.

ARTICLE III SHARING OF EXPENSES AND REVENUES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

Section 3.02. *Revenue Sharing Between Richland and Fairfield.*

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park ("**Revenues**").

(b) With respect to Phase I of the Park: (i) for Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit 5% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 5% of such Revenues remaining to Fairfield as the Companion County.

(c) With respect to Phase II of the Park: (i) for Revenues received from property for which Fairfield, the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall 1% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 1% of such Revenues remaining to Fairfield as the Companion County.

Section 3.03. Distribution of Revenues Within Each County.

(a) For Revenues received as the Companion County pursuant to Sections 3.02(a) and (b) above ("**Companion County Revenues**"), Fairfield elects to retain all of the Companion County Revenues and Richland elects to deposit all of the Companion County Revenues in the "Richland County Industrial Park Fund" ("**Fund**").

(b) For the Revenues received as Host County and remaining after distribution to the Companion County pursuant to Section 3.02(a) and (b) above ("**Residual Host Revenues**"), Fairfield elects to retain the Residual Host Revenues and Richland elects to distribute the Residual Host Revenues as follows:

- (i) for Residual Host Revenues received from real and personal property located in the Pineview Industrial Park, as designated on Schedule I to this Agreement ("**Pineview Property**"):
 - FIRST** 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;
 - SECOND** 10% of the Residual Host Revenues shall be remitted to the City of Columbia ("**City**") as payment for providing water and sewer services to the Pineview Property in accordance with the terms of the Intergovernmental Agreement dated as of May 26, 2015, between the City and Richland; and
 - THIRD** the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according to millage, to the taxing entities, including Richland, that would otherwise, at the time the Pineview Property was included in the Park, be eligible to levy millage on the Pineview Property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro-rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

- (ii) for all other Residual Host Revenues:

FIRST 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

SECOND the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according to millage, to the taxing entities, including Richland, that would otherwise, at the time the property was included in the Park, be eligible to levy millage on the property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) Either County may unilaterally amend the distribution scheme applicable to its Residual Host Revenues by adopting a resolution or ordinance authorizing the amendment. The Agreement is automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, commencing July 15, 2018, each County shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to the Exhibits described in Section 1.02(d).

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be identical to the percentage of Revenues and Residual Host Revenues received by each County and taxing entity in the preceding fiscal year.

Section 4.03. Records. Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills and Revenues for the property located in the Park for which it is the Host County as such records became available in the normal course of the Host County's procedures.

Section 4.04. Applicable Law. In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 4.05. *Consent by the City and Other Municipalities.* In accordance with the Act, the City, by City Ordinance No. [], has consented to the location of the property within the City's geographical boundaries in the Park as described on the Exhibits as of the Effective Date. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of a municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

Section 4.06. *Law Enforcement.* The Sheriff's Department for the Host County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in the Host County and fire, sewer, water and EMS service for the property comprising the Park for which such County is the Host County will be provided by the applicable service district or other political unit within the Host County.

Section 4.07. *Binding Effect of Agreement.* This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 4.08. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.09. *Complete Agreement: Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03(c) above, this Agreement may be amended on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

Section 4.10. *Counterpart Execution.* This Agreement may be executed in multiple counterparts.

Section 4.11. *Termination.* Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Council Chair

Attest: _____
Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Council Chair

Attest: _____
Clerk to County Council

EXHIBIT B
PROPERTY LOCATED IN THE PARK
PHASE I - RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
2T Properties, LLC (Real) Thermal Technologies, Inc. (Personal)	14900-01-20	Richland
5 Tech LLC (Real) Colite Internal Enterprise LLC (Personal)	17200-02-15	Richland
AEB Business Properties, LLC (Real) Buck Enterprises LLC (Personal)	14900-01-34	Richland
ADF South Carolina (Real) (SMI Owen) Praxair Inc (Personal)	13605-01-01; 13606-01-05	Richland
Amcor Rigid Plastics (Real) Exeter 1080 Jenkins Bros. Exeter Property Group, L.P. PCO Carolina Pines (Real) Bauch & Lomb Inc (Personal) Coca Cola Company (Personal)	17600-02-38; 17600-01-21	Richland
Arum Composites, LLC	15000-02-27	Richland
Avantech, Inc. (Tenant) (Personal) 2050 American Italian Way, LLC (Landlord) (Real Property Only)	19000-05-06	Richland
Belk, Inc. (Real/Personal) CK Columbia #1 (2000) (Real)	17600-01-22	Richland
Blue Cross/Blue Shield (1999)	14400-02-06; 14400-02-08; 25600-04-12	Richland
Bose Corporation (1994 & 1996)	17500-02-17	Richland
Broad River Silagi LLC Broad River Commons (formerly APAC)	07403-04-07	Richland
Carolina Ceramics (1999)	22804-05-06	Richland
Century Realty LLC (formerly PMSC/Mynd)	14900-02-01	Richland
Coca-Cola Bottling Co.	14900-01-18; 14900-01-28	Richland
Cohn and Cohn Investment LLC (formerly SMI-Owen)	13511-03-04	Richland
Con Agra (formerly American Italian Pasta Company)	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland
Consolidated Systems, Inc. (STAGE II) (Personal) Consys SC QRS 16 66 Inc (Real)	11100-01-01; 11100-01-03	Richland
Constantia Hueck Foils, Inc.	14900-01-26	Richland
Corcoran Cola LLC Corcoran Corp. (formerly IKON/Computer Group)	17200-02-21	Richland
ET Columbia ENG LLC	14500-03-11	Richland
FDRL, LLC (Real) (formerly SMI-Owen) RhythmLink International LLC (Personal)	13511-03-05 (R)	Richland
Forum Development LLC (formerly SMI-Owen)	13511-03-02	Richland
Hengshi USA	16305-02-07	Richland
Intertape Polymer Corp.	17600-01-17	Richland

(formerly: 1091 Carolina Pines property)		
KEMIRA FinnChem USA Inc.	40900-01-07, 40900-01-08	Richland
Koyo Corporation of USA (1994) (JTEKT)	14900-01-16	Richland
Mars Petcare US, Inc. CLF Columbia LLC	16200-06-01, 19000-05-07	Richland
NAAR Family Partnership (formerly: Carribbits Incorporated)	25800-07-06	Richland
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland
North Columbia Ventures, LLC	14900-01-19	Richland
Empire Golf Management LLC (formerly: Northwoods Group, Inc)	14500-02-20; 14500-03-05	Richland
Patterson, Vance M. (Real) Patterson Fan Company Inc (Personal)	14900-01-22	Richland
Premium Site Properties, LLC	14500-03-10, 14400-02-03	Richland
Richland County	14900-01-02	Richland
Primary Health Care Association	17200-02-19	Richland
Pure Fishing Inc.	17200-02-23	Richland
SCRA (formerly: Indus Utility Systems Inc.)	17200-02-11; 17200-02-27	Richland
Select Comfort (1997) (Personal) Blind John LLC (Real)	04000-05-18	Richland
Sjolund Properties, LLC (Real) Sjolund CNC LLC (Personal) Sjolund Enterprises Inc (Personal)	14900-01-21	Richland
South Carolina School Boards	14500-03-09	Richland
Spartan SC LLC (formerly SMI-Owen)	13511-03-03	Richland
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland
State Media	11209-02-12	Richland
Store Capital Acquisitions LLC	17200-02-18	Richland
T&N Enterprise (formerly Modine Manufacturing)	14900-01-23	Richland
TRC Propco & Ritedose Corp.	17200-02-20; 17200-02-25	Richland
Tyson Prepared Food, Inc. (formerly KPR Holdings & Iowa Beef Products, Inc)	13602-02-03, 13602-02-02	Richland
Unumprovident (UNUM/Colonial Life)	07303-04-02A	Richland
Woodbridge Investments LP	14900-01-01	Richland

PHASE I - FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

PHASE II - RICHLAND COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
209 Stoneridge Drive	07212-03-06	Richland
3130 Bluff Road, LLC (Real)	13507-04-01	Richland
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland
Affiliated Computer Services	14900-02-18	Richland
Alimex (Personal)	16202-03-03	Richland
American Spiralweld Pipe Company	19000-05-08	Richland
Blue Atlantic Columbia, LLC	11406-13-03, 11406-13-04; 11406-13-01; 11406-13-02	Richland
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland
Bottling Group, LLC	11814-01-05; 11814-01-04; 11814-01-07; 11814-01-02; 11814-01-08	Richland
Browning Office Investment, LP	06013-01-25	Richland
Charter NEX	17600-01-33 (portion)	Richland
Cellco Partnership & VW12 Columbia SC LLC (Personal) (Gladstone Commercial) (Real) (Verizon)	25700-05-01	Richland
Century Capital Group, LLC (formerly Verizon Wireless/Bell Atlantic)	14005-08-02	Richland
CD/Park 7 Columbia SC Owner LLC	08914-16-02	Richland
CD Park 7 Columbia SC High Rise Owner LLC	08916-09-07; 08916-09-08, 08916-09-09, 08916-09-10	Richland
China Jushi USA Corporation	16200-03-01; 16209-01-01; 16200-03-20	Richland
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland
Dominion Carolina Gas Transmission, LLC	07309-02-06	Richland
FedEx Ground Packaging System, Inc.	16202-01-02	Richland
Forest Hills Partners, LP	25800-01-07	Richland
FN America, LLC	25800-07-01	Richland
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland
Gerald L. Stimple	25800-01-01	Richland
Icon Columbia SC LLC		Richland
International Paper, Inc.	41300-01-03; 39000-04-01; 41400-01-01	Richland
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland
Kirco Carolina Pines, Inc.	17600-01-34;	Richland
Koyo Corporation of USA	15005-01-02	
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland
Metso Mineral	22910-01-02	Richland
Midlands Technical College	14500-02-24	Richland
Pineview 48	16200-06-03	Richland
PTI Plastic & Rubber Gasket Inc.	25800-07-08	Richland
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland
Richland County (Pineview Site)	16100-02-20, 16100-02-02, 16100-02-04; 16100-03-17; 16100-02-16; 16100-03-05	Richland

Richland County (Carolina Pines Site)	17600-01-33 (Portion)	Richland
Seibels Services Group, Inc.	11402-12-14	Richland
Sensor Electronic Technology, Inc.	16306-07-03	Richland
South Pills, LLC (Real)		
South University (Personal)	17200-02-24 (Real)	Richland
Spirit SPE Columbia, LLC (formerly Verizon Wireless/Bell Atlantic Mobile)	13908-04-36	
SYSCO Food Services	19000-01-01	Richland
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland
Trea Greene Crossing, LLC	08915-14-05; 08915-14-03; 08914-13-02; 08914-13-03; 08915-13-02; 08915-13-07; 08915-13-06; 08915-13-01; 08915-14-02	Richland
Vulcan Construction Materials, L.P.	08814-01-07; 08716-01-01 08716-01-06; 08814-01-01 08814-01-03; 08814-01-04 08814-01-06; 08814-02-05 08814-02-06; 08814-02-07; 08814-02-09; 08814-02-10; 08815-02-13; 08815-02-14; 08815-03-01; 08815-03-08; 08815-03-09; 08815-03-10; 08815-03-11; 08815-03-12; 08815-03-13; 08815-03-14; 08815-04-10; 08815-05-01; 08815-06-01; 08816-10-04; 11201-02-16; 11202-17-07; 11202-17-09; 06500-01-03; 06500-01-13; 90000-18-01	Richland
Westinghouse Electric Company, LLC	18600-01-02	Richland
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland
Woodbridge Investments LP	14900-01-33	Richland

PHASE II - FAIRFIELD COUNTY

COMPANY NAME	TAX MAP NUMBER	COUNTY
AEC Pellet 1 USA LLC	071-04-02-016-000; 071-00-00-027; 071-00-00-028; 071-00-00-029	Fairfield
Bomag Amercias, Inc.	184-00-00-096-000, 184-00-00- 060-000	Fairfield
Element TV, LP		Fairfield
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Enor Corporation		
Enor Corporation SC, LLC	145-03-02-015-000	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-070 - Authorizing the City Manager to execute a Lease between the City of Columbia and the State of South Carolina Department of Administration, Real Property Services for the lease of 2221 Devine Street

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-070 lease 2221 Devine Street (PDF)

ORDINANCE NO.: 2018-070

*Authorizing the City Manager to execute a Lease between the City of Columbia
and the State of South Carolina Department of Administration, Real Property Services
for the lease of 2221 Devine Street*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____,
2018, that the City Manager is authorized to execute the attached Lease between the City of
Columbia and the State of South Carolina Department of Administration, Real Property
Services for the lease of 2221 Devine Street.

Requested by:

Assistant City Manager Gentry

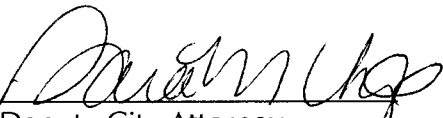
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**EXHIBIT A
GOVERNMENTAL REAL ESTATE LEASE**

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: the City of Columbia (the "Landlord") having an address at Post Office Box 147, Columbia, SC 29217, and the SC Department of Administration (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at 1200 Senate Street, 6th Floor, Columbia, SC 29201.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of 90,988 rentable square feet, the entire building (the "Building"), and a 24,200 square foot parking garage (the "Garage") located at 2221 Devine Street, Columbia, SC 29205, in the County of Richland, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be six (6) months beginning on the Closing Date of the sale of the Premises to the Landlord, (the "Commencement Date") with two (2) optional three (3) month extended terms.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord at the rate of \$11.29 per rentable square foot (rounded), \$85,605, payable in advance on or before the tenth (10th) day of each consecutive calendar month. The rate will increase by 10% for each of the 3 month renewable periods if Tenant elects to exercise the renewal options.

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at:

City of Columbia
c/o City Manager
Post Office Box 147
Columbia, SC 29217

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the Commencement date of this Lease, Tenant plans to use the Demised Premises for office use.

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

4.3. Tenant shall have the right to use 5 spaces in the parking facility on nights and weekends and Landlord shall have the right to utilize the remaining parking facility on nights or weekends unless the Tenant notifies the Landlord that they intend to use the parking spaces after normal business hours or on weekends. Such notice shall be provided in writing 30 days in advance of that intended use.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the right to sublet the Demised Premises to the current occupants: the SC Department of Probation, Parole and Pardon Services, the SC Department of Consumer Affairs, the SC Commission for Minority Affairs, and the University of South Carolina.(collectedly, the "Current Occupants").

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any one or more of the Current Occupants and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. Tenant shall be responsible for all maintenance and operating expenses with the exception of taxes and insurance. Landlord shall be responsible for all taxes, insurance and capital projects deemed necessary by the Landlord. If the Tenant elects to make any improvements to the Demised Premises to accommodate occupants, notice shall be provided in writing to the Landlord and all costs associated with those improvements will be the responsibility of the Tenant.

ARTICLE 7 – LANDLORD’S COVENANTS

7.1. Landlord covenants to Tenant that:

(a) As of the Commencement Date, Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity.

7.2. Landlord acknowledges that Tenant is relying upon each of the covenants set forth in subparagraph 7.1 and that the matters covenanted by Landlord are substantial and material to Tenant. In the event such covenants shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

7.3 Landlord shall not be required to make major improvements or upgrades to any of the facility systems in the Demised Premises such as HVAC, electrical, roof, etc, during the lease period, the condition of which is known to the Tenant. Tenant is accepting the lease of the Demised Premises in an "as is" condition.

ARTICLE 8 – TENANT’S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and fair condition as it has historically done and shall not be required to pay for or perform any capital projects and Tenant shall return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to pay for or perform any deferred maintenance at the Demised Premises nor shall Tenant be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within three hundred sixty-five (365) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Intentionally Omitted.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the

occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal. The policy shall provide for 6 months loss rent coverage.

12.2. Landlord shall pay real estate taxes assessed against the Land and Building when due.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it; or

(c) If Landlord shall have breached any covenant made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease by giving thirty (30) days' written notice to Landlord of Tenant's intention to vacate the Demised Premises.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16- MINOR REPAIRS

INTENTIONALLY OMITTED

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in substantially the same order and condition as they were upon receipt, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot/parking garage surrounding the Building. Subject to Paragraph 4.3, Tenant acknowledges Landlord may elect to utilize the parking after normal business hours and on weekends unless Tenant has an event planned that requires the use of such during those periods of time. Tenant also agrees, subject to Tenant's approval, to allow the Landlord to lease any unused parking spaces on a regular basis, during normal business hours if such spaces are mutually identified and such use does not interfere with the Tenant's use of the Demised Premises. Notwithstanding the foregoing or anything herein to the contrary, Tenant shall be given priority in the event of any potential conflict over use of such parking spaces during normal business hours by Landlord or Landlord's other tenants.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

22.8. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

(witness signature)

(witness signature)

WITNESS:

(witness signature)

(witness signature)

LANDLORD:

CITY OF COLUMBIA

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

TENANT:

SC DEPARTMENT OF ADMINISTRATION

(signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2018. This Lease was approved by the Joint Bond Review Committee at its _____, 2018 meeting and by the State Fiscal Accountability Authority at its _____, 2018 meeting.

Ashlie Lancaster
Director



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism.

FINANCIAL IMPACT:

BUSINESS PROGRAM: Female Business Enterprise

ATTACHMENTS:

- **#a:** MACST Memo (PDF)



We Are Columbia

TO: Ms. Teresa Wilson, City Manager

FROM: Ashley Jenkins, Office of the City Manager

DATE: November 12, 2018

SUBJECT: Midlands Authority for Conventions, Sports, and Tourism

Purpose: The purpose of the Authority shall be to: (a) engage in all aspects and/or activities related directly or indirectly to the design, development, management, operation, or any other functions pertaining to a regional conference/convention facility located in the City of Columbia, South Carolina; (b) participate in similar activities with respect to parking and other facilities that directly or indirectly support the operation of the Center.

Composition: This board is multi-jurisdictional with Richland and Lexington County each appointing two (2) individuals. The City appoints five (5) members who serve a three (3) year term with one (1) re-appointment. The by-laws specify that one appointment must be from the **hospitality industry** and one must be employed in the **lodging industry**.

Request: Council is asked to appoint or reappoint one (1) individual to the Midlands Authority for Conventions, Sports, and Tourism board.



We Are Columbia

MEETING DATE: November 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the 2019 City Council Meeting Schedule.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2019_Meetings_Deadlines_Draft (PDF)

HISTORY:

11/06/18 Columbia City Council DEFERRED



2019 COUNCIL MEETING DATES

MEETING DATES	TYPE OF MEETINGS	AGENDA DEADLINES
January 8	Work Session & Council Meeting	December 26
January 15	Work Session & Council Meeting	January 2
January 16-17	Council Retreat	
January	<i>State of the City Address</i>	
February 5	Work Session & Council Meeting	January 30
February 19	Work Session & Council Meeting	February 6
March 5	Work Session & Council Meeting	February 20
March 19	Work Session & Council Meeting / Zoning Public Hearing	March 6
April 16	Work Session & Council Meeting	April 3
May 7	Work Session & Council Meeting	April 24
May 21	Work Session & Council Meeting / Zoning Public Hearing	May 8
June 4	Council Meeting / Budget Public Hearing	May 22
June 18	Council Meeting / Budget Second Reading	June 5
July 2	Work Session & Council Meeting	June 19
July 16	Work Session & Council Meeting / Zoning Public Hearing	July 3
August 6	Work Session / <i>National Night Out</i>	July 24
August 20	Work Session & Council Meeting	August 7
September 17	Work Session & Council Meeting / Zoning Public Hearing	September 4
October 1	Work Session & Council Meeting	September 18
October 15	Work Session & Council Meeting	October 2
November 19	Work Session & Council Meeting / Zoning Public Hearing	November 6
December 3	Work Session & Council Meeting	November 20
December 17	Work Session & Council Meeting	December 4

Work Sessions allows Council to effectively address issues that affect only a limited number of citizens; to consider items of high public interest; and as a means of avoiding prolonged regular meetings. City Council will conduct work sessions at **2:00 p.m.** on the first and third Tuesdays of each month.

Regular Meetings of Council are used to discuss the municipality's general and routine business and to enact necessary ordinances and resolutions. These meetings begin at **6:00 p.m.** on the first and third Tuesdays of each month.

Zoning Public Hearings are conducted on the third Tuesday of every odd numbered month at **7:00 p.m.** as part of a Regular Council Meeting.