



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 18, 2018

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, December 18, 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. Waste to Energy - Mr. Dean Alford, President and CEO of Allied Energy
2. Intermodal Transportation Center Feasibility Study Report - Mr. John Andoh, Executive Director/CEO for the Central Midlands Regional Transit Authority (The COMET)
3. Commercial Retention and Redevelopment Program (Formerly The Facade Program) Update and Proposed 2019 Targeted Area(s) - Ms. Gerry Lynn Hall, Program Compliance Specialist and Mr. Bret Whiting, Loan Officer for the Office of Business Opportunities
4. Opportunity Zones and the City's Prospectus - Mr. Ryan Coleman, Director of Economic Development

EXECUTIVE SESSION

5. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)

James Morris v. City



We Are Columbia

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

*Entity fees
Flood Property Acquisition*

7. 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)

*Parking Incentive
Grant Request*

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

8. Council is asked to approve the November 20, 2018 and December 4, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 22

9. Council is asked to approve the 2019 Retiree and COBRA Insurance Billing Services effective January 1, 2019 through December 31, 2020, as requested by the Human Resources Department. Award to Wageworks in the amount of \$59,250.00. This firm is located in Pasadena, CA.

Funding Source: Health Insurance Benefits - Professional Services; 6048933-636600. The original budgeted amount is \$60,000.00.



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10. Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$913,946.96. This firm is located in Columbia, SC.

Funding Source: Employee Health Center (6048920) - Medical Services (636900), Drug and Medical Supplies (624900), Special Departmental Supplies (627100). The original budgeted amount is \$1,000,000.00.

11. Council is asked to approve a one-year Contract Extension for Auditing Services ending June 30, 2018, as requested by the Finance Department. Award to Webster Rogers, LLP in an amount not exceed \$134,000.00. This firm is located in Florence, SC.

Funding Source: Accounting- Audit Costs 1011401 - 635600 \$67,450.00 Finance Water Admin - Audit Costs 5511409-635600 \$67,450.00. The original budgeted amount is \$135,000.00.

12. Council is asked to approve the Renewal for IFAS Software Maintenance Support Services, as requested by the Budget and Program Management Department. Award to Superion in the amount of \$204,034.14. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office-Maintenance & Service Contract 6218950-638200. The original budgeted amount is \$204,034.14.

13. Council is asked to approve the Purchase of a Timekeeping Equipment, as requested by the Information Technology Services Department. Award to Kronos Inc., in the amount of \$268,466.40. This vendor is located in Lowell, MA.

Funding Source: Capital Lease IT and Maintenance and Service Contracts; 6218992 - 627500. The original budgeted amount \$268,466.40.

14. Council is asked to approve the Annual Maintenance and Membership Fees for Target Solutions Online Training, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$65,662.92. This firm is located in Charlotte, NC.

Funding Source: Fire Suppression- Software License 1012303-627510. The original budgeted amount is \$65,662.92.



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15. Council is asked to approve the Purchase of 3D Laser Scanners for the Traffic and Crime Scene Investigation Divisions, as requested by the Police Department. Award to FARO Technologies, a Sole Source in an amount not to exceed \$77,313.28. The vendor is located in Lake Mary, FL.

Funding Source: US Justice Grants Control - Auto, Trucks, Heavy Equipment - Crash & Crime Scene 3D Scanner; 2659999-658500, JL 9211000117-658500. The original budgeted amount is \$77,313.28.

16. Council is asked to approve the Renewal for Armed Security Guard Services, as requested by the Police Department. Award to Security Management of SC, LLC using the South Carolina State Contract in an amount not to exceed \$405,000.00. The firm is located in Columbia, SC.

Funding Source: Police Administrative Services - Professional Services; 1012402-636600. The original budgeted amount is \$405,000.00.

17. Council is asked to approve Contract Amendment #2 for Environmental Services related to the Community Development Block Grant Disaster Recovery Program. Award to ESP Associates, Inc. in the amount of \$215,924.00. This firm is located in Columbia, SC.

Funding Source: CDBG-DR. The original contract amount is \$668,776.00. Contract Amendment One was at no cost. The revised total contract amount is \$884,700.

18. Council is asked to approve Contract Amendment #5 for Project SS7280; Sewer System Evaluation Study for Rocky Branch 01, as requested by Columbia Water. Award to Brown and Caldwell, Inc., in the amount of \$115,175.00.

Funding Source: 5529999-SS728801-658650. The original budgeted amount is \$115,175.00.

This is a Clean Water Program Project and Mentor Protégé Program Project. Brown and Caldwell of Columbia SC is the Mentor and will provide the overall project delivery which includes quality and completeness of sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration services at 56.5% (\$65,040) of the contract amendment value. 4D Engineering, a Minority Business Enterprise (Woman), of Lexington, SC is the Protégé and will provide assessment of sanitary sewer, reviewing data, creation of rehabilitation plans and providing full time inspection services at 43.5% (\$50,135) of the contract amendment value.



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19. Council is asked to approve an Agreement for Project SS7437; Miscellaneous Lift Station Improvements and Backup Power Additions, as requested by Columbia Water. Award to Michael Baker International in the amount of \$312,015.00. This firm is located in Columbia, SC.

Funding Source: FY 18/19 SS7437-5529999-658650 and additional will come from SS728801-5529999-658650. The original budgeted amount is \$300,000.00.

This a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Michael Baker International is the Mentor and will provide supervision of the protégé, review of the project reports generated by the protégé, and follow up as needed at 68.2% (\$212,807) of the contract value. Case Consulting, Inc., a Minority Business Enterprise, of West Columbia, SC is the Protégé and will provide construction reporting and administration services at 20% (\$62,408) of the contract value.

The following sub-consultants will provide additional services:

Howard Engineering, Inc., of Marietta, SC will provide electrical engineering design services at 7.7% (\$24,000) of the contract value.

Steadman Associates, Inc., of Columbia, SC will provide site and topographic surveying at 4.1% (\$12,800) of contract value.

20. Council is asked to approve Project SS7469; Liquid Train Master Plan Update at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Hazen and Sawyer, as a sole source in an amount not to exceed \$469,065.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts-W/S, SW; 5516208-638305. The budgeted funding for Fiscal Year 2018/2019 is \$245,000.00 and the funding for Fiscal Year 2019/2020 is anticipated to be \$230,000.00 for a total amount of \$475,000.00.

This project is a Mentor Protégé Program project. Hazen and Sawyer of Columbia, SC will serve as the mentor and will provide project oversight and guidance at 79.7% (\$375,875) of the contract value. Chao & Associates, a Minority Business Enterprise of Columbia, SC will serve as the Protégé, and will provide sampling, testing, analyzing, and survey related services at 20.3% (\$95,190.00) of the contract value.



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21. Council is asked to approve a Contract for Project SS7363; Smith Branch 03 Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) in an amount not to exceed \$6,205,713.00. This firm is located in Marietta, GA.

Funding Source: 5529999-SS736301-658650. The original budgeted amount is \$7,000,000.

This is a Clean Water 2020 Program Project.

The following sub-contractors will provide additional services:

LA Barrier and Son of Lexington, SC, a Minority Business Enterprise (Woman) will provide trucking and aggregate materials at 12% (\$692,000) of the contract value.

22. Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

First reading approval was giving on December 4, 2018.

ORDINANCES - SECOND READING

23. 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)

First reading approval was given on December 4, 2018.

24. 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)

First reading approval was giving on December 4, 2018.

25. Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)

First reading approval was giving on December 4, 2018.



**COLUMBIA CITY COUNCIL MEETING AGENDA
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PRESENTATIONS

- 26. Recognition of Mr. Travos Brown as the December 2018 Employee of the Month - Mr. Joey Jaco, P.E., Director of Utility Operations
- 27. Recognition of Master Delton Myers - The Honorable Mayor Stephen K. Benjamin
- 28. AC Flora Football Day Proclamation - The Honorable Mayor Stephen K. Benjamin
- 29. National Homeless Persons' Memorial Day Proclamation - The Honorable Mayor Stephen K. Benjamin

ORDINANCES - FIRST READING

- 30. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Ordinance No.: 2018-071 -Annexing 112 Silo Court, Richland County TMS #111 08-01-12 and 11112-01-17

Council District: 3

Proposal: Request recommendation to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property is currently classified as Mixed Residential High Density and zoned Light Industrial (M-1) by Richland County.

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

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

PC Recommendation: 12/03/18: Annex, Assign Interim Land Use & Interim Zoning; Pending

- 31. Ordinance No.: 2018-073 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #13609-01-01 and TMS #13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF #250-461



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32. Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426
 33. Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

RESOLUTIONS

34. Resolution No.: R-2018-110 - Authorizing the City Manager to execute a Memorandum of Understanding between Midlands Technical College Enterprise Campus Authority, Central SC Alliance and the City of Columbia for construction of a 50,000 square foot speculative industrial shell building by Samet Corporation

APPOINTMENTS

35. Council is asked to approve the appointment of one (1) individual to fill the Attorney position to the Design Development Review Commission.
36. Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority.

OTHER MATTERS

37. Council is asked to approve a Municipal Pole Use Agreement between the City of Columbia and Cellco Partnership, d/b/a Verizon Wireless for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services.



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38. Finlay Park Development Opportunity

Council is informed that Whitewater Holdings, LLC, a firm located in Charlotte, NC, provided the sole response to the Request for Proposals for the Finlay Park Development Opportunity issued on October 5, 2018.

Council is asked to authorize the City Manager to collaborate with Whitewater Holdings, LLC to create a comprehensive conceptual design for the Finlay Park Development Opportunity.

Next steps will include City staff review and direction with emphasis on what is in the best interest of our residents and visitors as the primary focus for this Public Park. In addition, there will be an opportunity for public input.

It is important to note that this authorization to collaborate does not constitute a final contract. The final contract will be presented to Council for approval prior to any work commencing and prior to the issuance of a Notice to Proceed and a City of Columbia Purchase Order.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

39. Council is asked to refer a review of Residential Historic Designations to the Arts and Historic Preservation Committee, as requested by The Honorable Moe Baddourah.

APPEARANCE OF THE PUBLIC

ADJOURNMENT



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Waste to Energy - Mr. Dean Alford, President and CEO of Allied Energy

FINANCIAL IMPACT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship, Provide high quality municipal services



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Intermodal Transportation Center Feasibility Study Report -
Mr. John Andoh, Executive Director/CEO for the Central
Midlands Regional Transit Authority (The COMET)

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist

ATTACHMENTS:

- **#a:** Midlands Regional Intermodal Transportation Center Study FAQ (PDF)
- **#b:** tc study presentation (PDF)
- **#c:** 2017 Intermodal Transportation Center Feasibility Study Report

Study is available here: <http://centralmidlands.org/wp-content/uploads/Regional-Intermodal-Transportation-Center-Draft-Final-Report.pdf>

Introduction

In September of 2016, the Central Midlands Council of Governments (CMCOG) initiated a study to examine the opportunities that a Regional Intermodal Transportation Center (ITC) located in or around downtown Columbia would bring to the Central Midlands area. It was expected that such a facility not only would enhance the traveler experience and the efficiency of transportation service operators in Columbia, but also would attract transit oriented development (TOD). Such development would be attracted because of its transportation access advantages and would be supportive of the transportation services found at the Center. Opportunities for transit oriented design and joint development were examined in the study.

The purpose of this study was to look at what an ITC for Central Midlands might include, how it might serve various modes of transportation and impact development, and where it might be located. This study is a first step in the process set out by the Federal Transit Administration (FTA) for advancing public transportation facility projects. Regarding when the project might happen, the actual design and construction of a ITC is subject to future funding and approval by local, regional, state, and federal agencies. Depending on how aggressively approvals and funding are pursued and secured, the construction of a ITC could occur in as few as two to three years or as late as five to ten years.

The study was directed by a Steering Committee made up of representatives from CMCOG, the City of Columbia, Richland County, and the Central Midlands Regional Transit Authority (The COMET).

The Study

The study was performed by a team of consultants led by Wendel and including Kimley-Horn & Associates for environmental analysis, Flock and Rally for public participation, Willdan Financial Services for economic benefits analysis, Jones Worley Design, Inc. for wayfinding signage recommendations and Costing Services Group for cost estimating. The study was undertaken in seven phases:

1. Analysis of Current Services, Operational Conditions And Needs
2. Facility Needs Assessment
3. Location and Site Evaluation
4. Public Involvement
5. Environmental Analysis
6. Markets and Opportunities Analysis
7. Conceptual Design

The findings of the study were as follows:

- The current transfer station operated by The COMET needs significant renovation and expansion to attract choice riders to The COMET. It is heavily utilized with 19 bus routes connecting at the facility and over 3,000 passengers' trips using the station each day. The City owns this facility, as well as the Assembly Street Bus Shelter and lease the facilities to The COMET.
- Public opinion supports the creation of a new ITC. Respondents to a public opinion questionnaire indicated that 75% believe that a new ITC is needed and 64% indicated that they were either very likely or likely to utilize a new ITC. Based off 215 responses.
- The COMET would like to be able to schedule more buses to arrive together for convenient passenger transfers than they currently are able to accommodate at the current station.
- Greyhound, Southeastern Stages and Megabus would prefer to operate service from downtown and would welcome the opportunity to serve an ITC.

- Proximity to the Columbia Amtrak station is desirable for an ITC but direct physical connectivity is essential.
- A new ITC for Columbia should be served by The COMET, Southeastern Stages and Greyhound, Megabus, other private intercity bus carriers, possible bus links to Charlotte Douglas International Airport, taxi, Uber and/or Lyft type service, and bike sharing service. The ITC should have plentiful parking with safe access for bicyclists and pedestrians.
- A new ITC for Columbia functionally could support as many as 20 bus bays for The COMET and intercity bus operations. The bus bays should be constructed in a saw tooth configuration for safe operations and the ITC should have multiple points of bus ingress and egress.
- The ITC should include a building of approximately 12,000 square feet and 2.5 acres of space. The building should include a passenger waiting area, public restrooms, facilities for The COMET drivers and employees, baggage handling rooms for rail and bus carriers, and a space for public meetings. Additional amenities could include vending machines or food service, real time bus information displays, ticketing machines, lost and found office, and personal electronic device charging stations among other amenities. Safety and security will be of paramount importance at a new ITC.
- A conceptual site plan and conceptual architectural plan were developed for a ITC.
- An analysis of the development potential and economic impacts at the site was prepared. This analysis determined that a total of 435,000 square feet of mixed-use development could accompany the development of the ITC including 155 units of multifamily rental housing, 571 shared-use parking spaces and ancillary retail space to serve as an amenity to the ITC.

Conclusion

- The study identified 22 potential sites for a new ITC in the City of Columbia. These 22 locations were examined by the Study Steering Committee and using a pre-defined set of site evaluation criteria, the sites were analyzed, and the highest ranking site was identified.
- An environmental analysis was performed for the top four ranking potential sites. No “fatal flaws” from an environmental perspective were found at any of the sites. These sites include:
 - Existing Site – 1745 Sumter Street (Site 4 – Laurel & Sumter)
 - Alternative Site 1 – 2805 N. Main Street (Site 21 – Main & Anthony)
 - Alternative Site 2 – 2222 Main Street (Site 22 – Main & Scott)
 - Alternative Site 3 – 2001 Taylor Street (Site 14 – Taylor & Harden)
- The preferred site was the location of the current The COMET bus transfer station and would extend from Laurel Street to Blanding Street along Sumter Street, based on the current design of the transit system. It would cost \$14.7 million to build based on 2017 costs and would require the City to close the parking lot as well as The COMET to purchase the private parking lot next to the current station.
- During the study, the City of Columbia issued a Request for Qualifications for developers or development teams that would propose a public private partnership undertaking to develop portions of the 1700 and 1800 blocks of Main Street. The proposed development undertaking is to accompany a municipal complex being planned for the site and the development site would include the property which has been identified as the preferred site for the ITC. The prospective developer(s) were to consider “intermodal transit opportunities” as part of the program for the development.
- Documentation was prepared that can be used to support a request to the Federal Transit Administration (FTA) for a Categorical Exclusion finding under the National Environmental Policy Act (NEPA). Such a finding will permit the project to advance to property acquisition and design/construction without further environmental analysis – if and when the project is selected for advancement by The COMET. In addition, a Title VI Equity Analysis was prepared for submission to the FTA. This analysis ensures compliance with FTA requirements that the location of the new ITC meets the Title VI requirements and will not create adverse Civil Rights impacts.
- If the full development potential is realized then employment from ongoing residential and commercial operations is expected to generate nominal jobs (6 to 10 full-time equivalent (“FTE”))

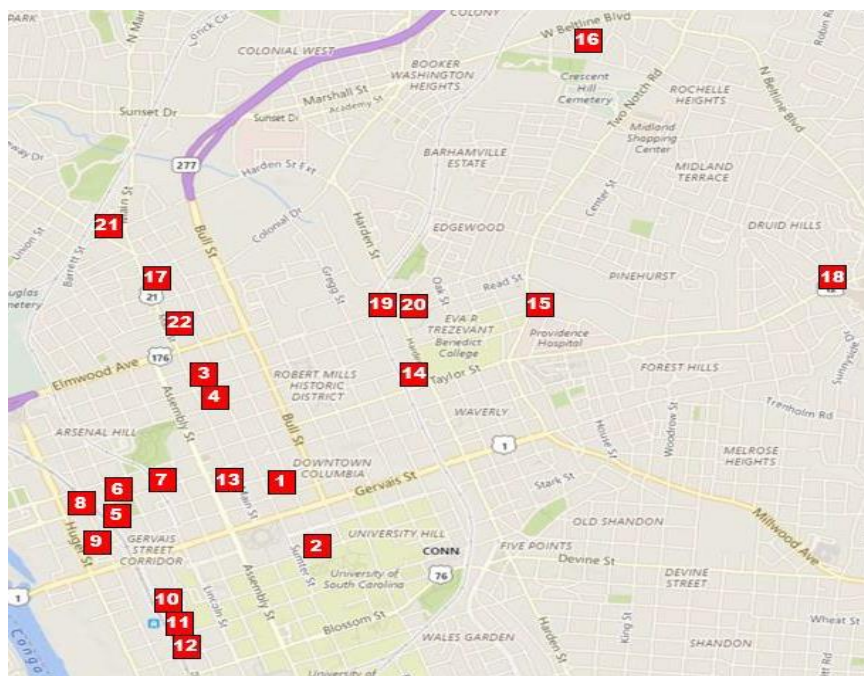
multifamily jobs, 16 FTE retail jobs, and between 40 to 80 office jobs. The total combined payroll for private sector jobs is approximately \$5.35 million annually. The residential and commercial uses could be expected to generate approximately \$6.42 million in direct, indirect and induced spending in the local and regional economy. Ongoing taxes related to the multifamily and commercial uses are expected to be nominal – the project is expected to generate approximately \$26,000 in annual real property tax revenues and approximately \$259,000 in state and local retail sales tax revenues.

Next Steps

The COMET will be undertaking a Short Range Transit Plan and Comprehensive Operations Analysis in conjunction with CMCOG and studying the current design of the transit system. The transit system has been in its current configuration since operated by SCE&G and may no longer be relevant to today's standards of providing public transit. The may result in the complete "reimaging" of the transit system, which may mitigate the need for a large scale downtown transit center, as more crosstown routes and satellite SuperStops would be created to support transfers in other areas of The COMET service area.

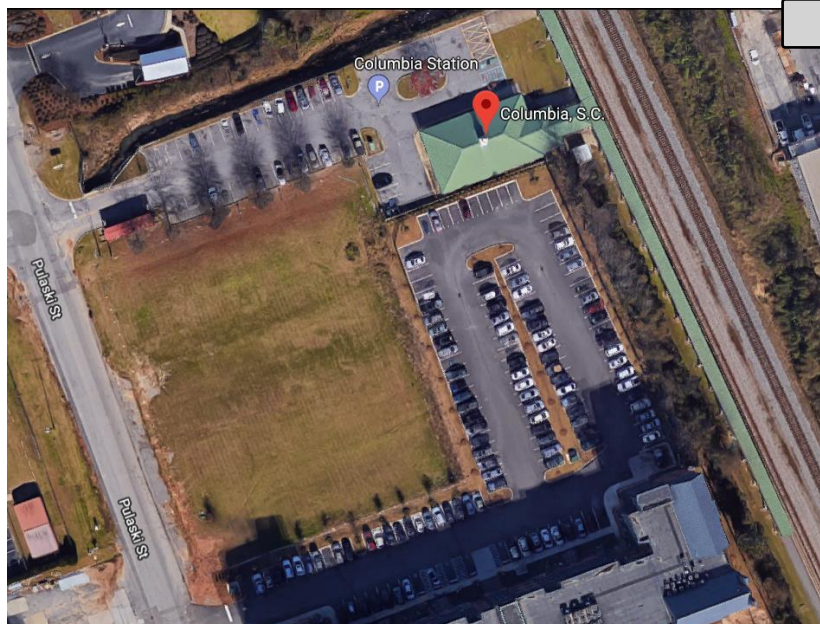
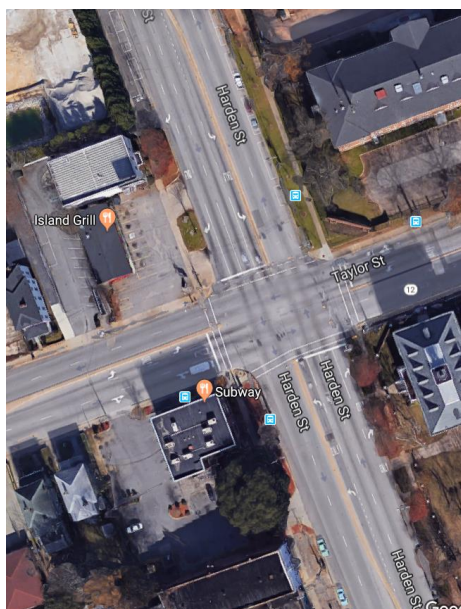
There is merit to have a small intermodal transit center in downtown Columbia and it should be developed near the Amtrak Station and USC areas with service by three to five The COMET routes, plus intercity bus carriers and Amtrak. There is a plot of vacant land next to the Amtrak Station that could be considered for a small intermodal facility. Additional consideration for a SuperStop with a bus turnout could be located at the corners of Harden & Taylor Streets where a few downtown bus routes could connect with each other. A turnout, with bus shelters, enhanced signage, lighting and landscaping could be constructed with minimal investment.

Potential ITC Sites Evaluated In Study



Harden & Taylor Intersections

Columbia Amtrak Station



Laurel & Sumter





Midlands Regional Intermodal Transportation Center Study

The Study

- Central Midlands Council of Government (CMCOG) conducted a feasibility study to identify the best location for future regional intermodal transportation center (ITC) to replace the current transit station.
- This is only a first step in the process set out by the Federal Transit Administration for advancing public transportation facility projects.
- A ITC located in or around downtown Columbia, S.C., could bring to the Central Midlands area a facility would not only enhance the traveler experience and the efficiency of transportation service operators and attract development that would be drawn to the location because of its transportation advantages.

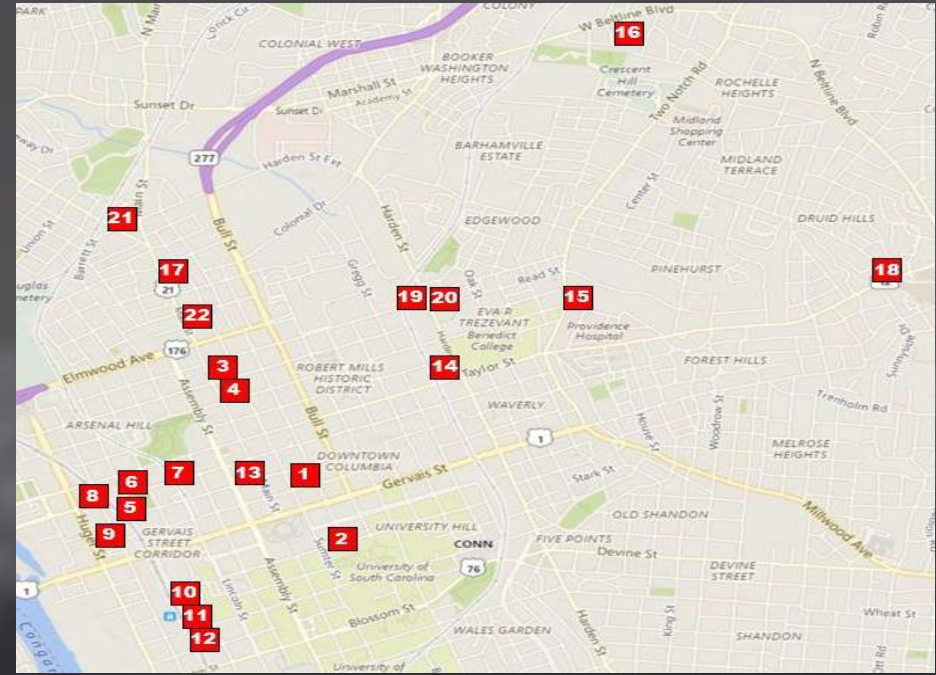


Intermodal Transit Center

- An ITC is a multi-purpose building located within a city, in which several types of transportation come together to create a hub.
- ITCs have many amenities that make the facility attractive to the choice and current transit ridership and it is paramount that it designed with security features in mind. They are becoming activity centers that attract development. (Amazon HQ2)
- Bringing these modes of transportation together creates an opportunity for people to more easily travel and connect to destinations both near and far through a variety of transportation choices.
- If the project is found to be feasible, the actual design and construction of a ITC is at least 3 to 10 years at a cost of \$14.7 million.



Locations of ITC



THE
COMET

Recommendations

- The current transfer station operated by The COMET needs significant renovation and expansion.
- The study identified 22 potential sites for a new ITC in Columbia.
- These sites include:
 - Existing Site – 1745 Sumter Street (Site 4 – Laurel & Sumter)
 - Alternative Site 1 – 2805 N. Main Street (Site 21 – Main & Anthony)
 - Alternative Site 2 – 2222 Main Street (Site 22 – Main & Scott)
 - Alternative Site 3 – 2001 Taylor Street (Site 14 – Taylor & Harden)
- The preferred site was the location of the current The COMET bus transfer station and would extend from Laurel Street to Blanding Street along Sumter Street, based on the current design of the transit system.



The COMET's Upcoming Direction

- A Transit Center Road Map has been prepared and adopted by the Board of Directors
- The COMET will be undertaking a Short Range Transit Plan and Comprehensive Operations Analysis in conjunction with CMCOG and studying the current design of the transit system.
- Possible elimination of “Hub and Spoke” concept and the need for a large scale ITC and replace with SuperStops throughout the service area.
- There is merit to have a small intermodal transit center in downtown Columbia and it should be developed near the Amtrak Station and USC areas with service by three to five The COMET routes, plus intercity bus carriers and Amtrak.
- Additional consideration for a SuperStop with a bus turnout could be located at the corners of Harden & Taylor Streets where a few downtown bus routes could connect with each other.
- Process to implement? Two to five years. Includes Title VI review.



The System Today

FARE INFORMATION

	BASIC	DISCOUNT
One Way	\$1.50	\$0.75
All Day	\$3.00	\$1.50
5-Day	\$12.00	\$6.00
7-Day	\$14.00	\$7.00
31-Day	\$40.00	\$20.00
Express	\$2.50	



ROUTE 31 TIMEPOINTS

3. EAU CLAIRE HS/ INTERNATIONAL MEDICINE
4. MONTICELLO & BLUE
5. BLUE & HEYWARD
6. HEYWARD & MONTICELLO
7. WYNYA & MONTICELLO

EFFECTIVE NOVEMBER 5, 2018

ROUTE 52X BLYTHEWOOD INSET



ROUTE 62 TIMEPOINTS

1. ALVIN S. GLENN
2. MCENTIRE PRODUCE
3. FOOD LION



NORTH
MAP NOT TO SCALE

For more information on the system, please visit our website at www.columbia.edu/transportation.
 MAP NOT TO SCALE
 Why? Because the map is too large to fit on a single page.
 Please visit our website at www.columbia.edu/transportation for more information.
 Follow us on Facebook, Twitter, Instagram & YouTube



Sample Transit Centers



Contact Us...We'll be Around!

John Andoh

Executive Director/CEO

(803) 255-7087

(803) 629-1631 (Cell)

(803) 255-7100 (Transit Info)

john.andoh@CatchTheCOMET.org

www.CatchTheCOMET.org



Thank You! See You On The COMET! Questions?



THE
COMET



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Office of Business Opportunities

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

SUBJECT: **Commercial Retention and Redevelopment Program (Formerly The Façade Program) Update and Proposed 2019 Targeted Area(s) - Ms. Gerry Lynn Hall, Program Compliance Specialist and Mr. Bret Whiting, Loan Officer for the Office of Business Opportunities**

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$100,000 (FY2018-19)

BUSINESS PROGRAM: Small Business Enterprise

CLEAN WATER 2020?: No

STRATEGIC GOALS: **Grow opportunities for entrepreneurship**

The Commercial Retention and Redevelopment (CRR) Program (Formerly The Façade Improvement Program) has recently completed projects for CRR 2017-18 along sections of Farrow Rd. and West Beltline Blvd. OBO would like to share accomplishments from this most recent target area as information and present our *proposed* target area(s) for CRR starting in January for North Millwood/Millwood Avenue and Harden Street (January 1, 2019 - June 30, 2019).

In determining the next target area(s) of North Millwood/Millwood Avenue and Harden Street, OBO staff looked at maps indicating past target areas of this successful program from 2010 to present. We took into consideration corridors that met the following criteria:

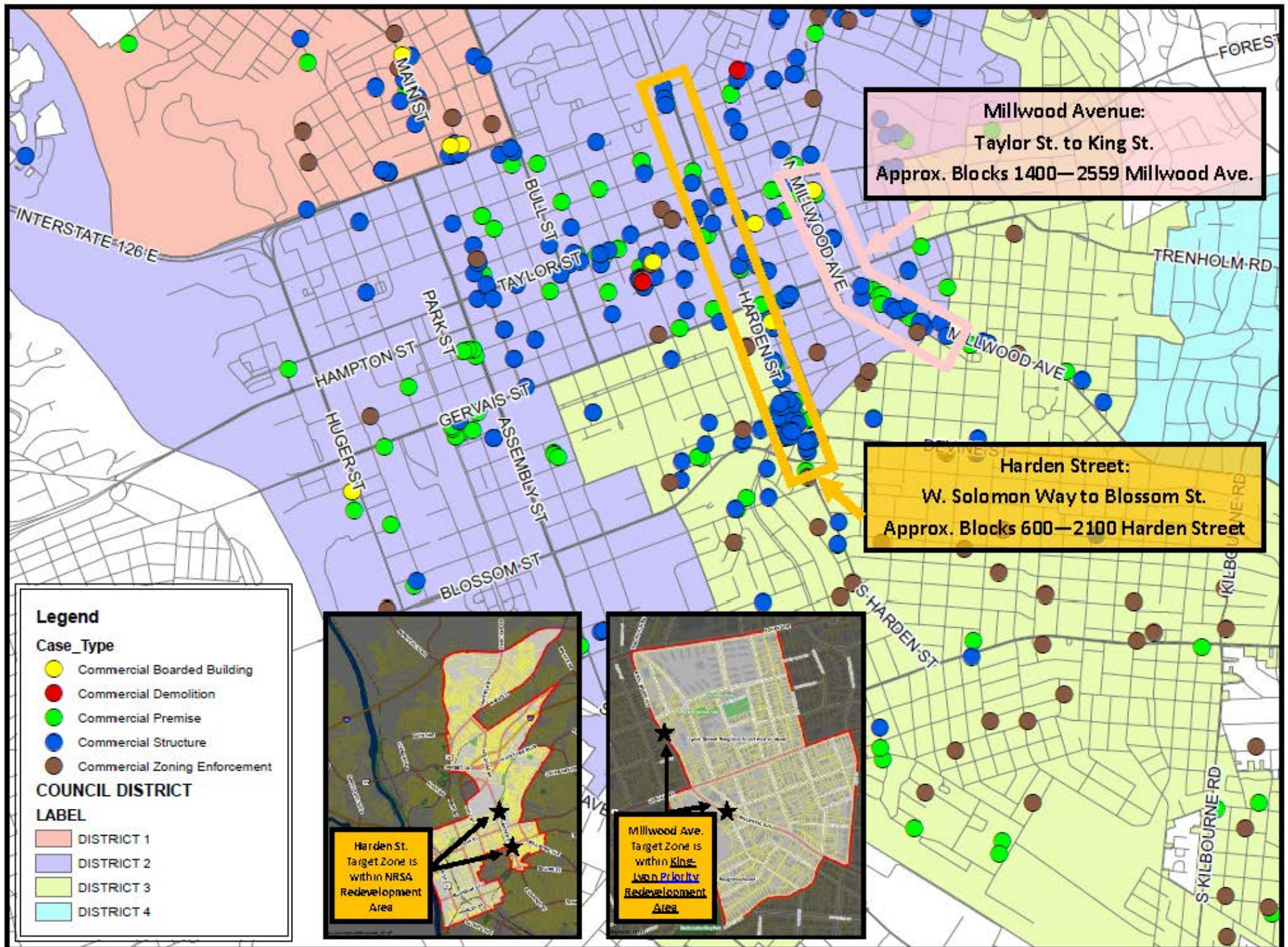
- 1) Within Community Development's Neighborhood Revitalization Service Area (NSRA) and/or Priority Redevelopment Areas
- 2) Within designated HubZone Areas
- 3) Corridors that have not benefited from CRR/Façade funds in the last 10 years
- 4) Open, Clustered Code Violations

From this information we were able to determine that the following portions identified in the attached maps of North Millwood/Millwood Avenue and Harden Street should be the next target area(s) for CRR. We are in the process of requesting an amendment from Community

Development, for \$55,348 in CDBG funds that remain available from 2017-18 to use for projects in this area. Also, we have \$88,336 remaining in FY2018-19 general funds dollars designated for CRR. If the CDBG amendment is approved, there is a total amount of \$143,684 available for CRR for use between January 1, 2019 - June 30, 2019.

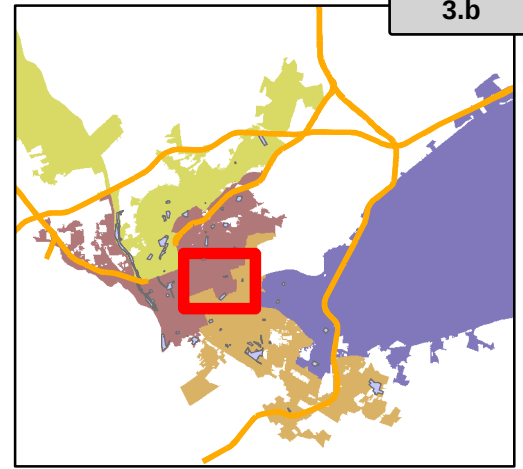
ATTACHMENTS:

- **#a:** Tentative_TargetMap_Harden_Millwood (002) (JPG)
- **#b:**
CommercialRetentionAndRedevelopmentProgram2018_2019ProposedTargetAre
as (PDF)



Commercial Retention & Redevelopment Program 2018-19 Proposed Target Areas

3.b



Revitalization Areas



- OPEN Violations & Eligible
- Violations Outside Target Area
- Target Area
- Interstate
- Major Street
- Arterial Street
- Railroad Line
- King-Lyon Redevelopment Area
- HubZone
- Neighborhood Revitalization Service Area
- Commercial Parcels in Target Area
- Parks

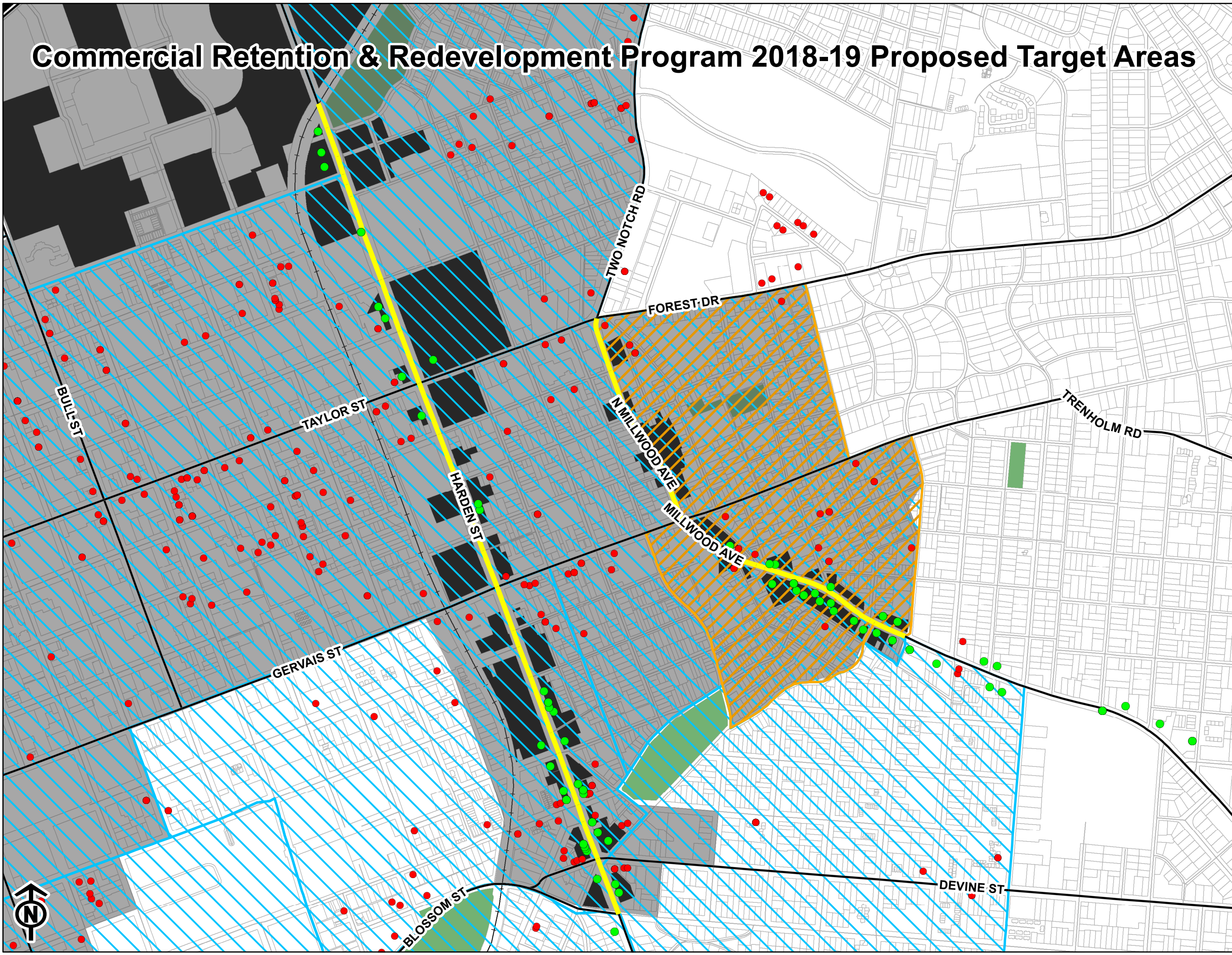
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1 inch = 833 feet
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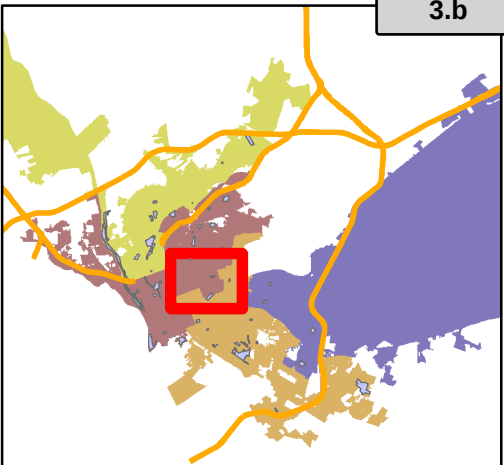
GIS@columbiasc.net
City of Columbia - GIS Division
Tuesday, December 11, 2018

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Commercial Retention & Redevelopment Program 2018-19 Proposed Target Areas



Council Districts

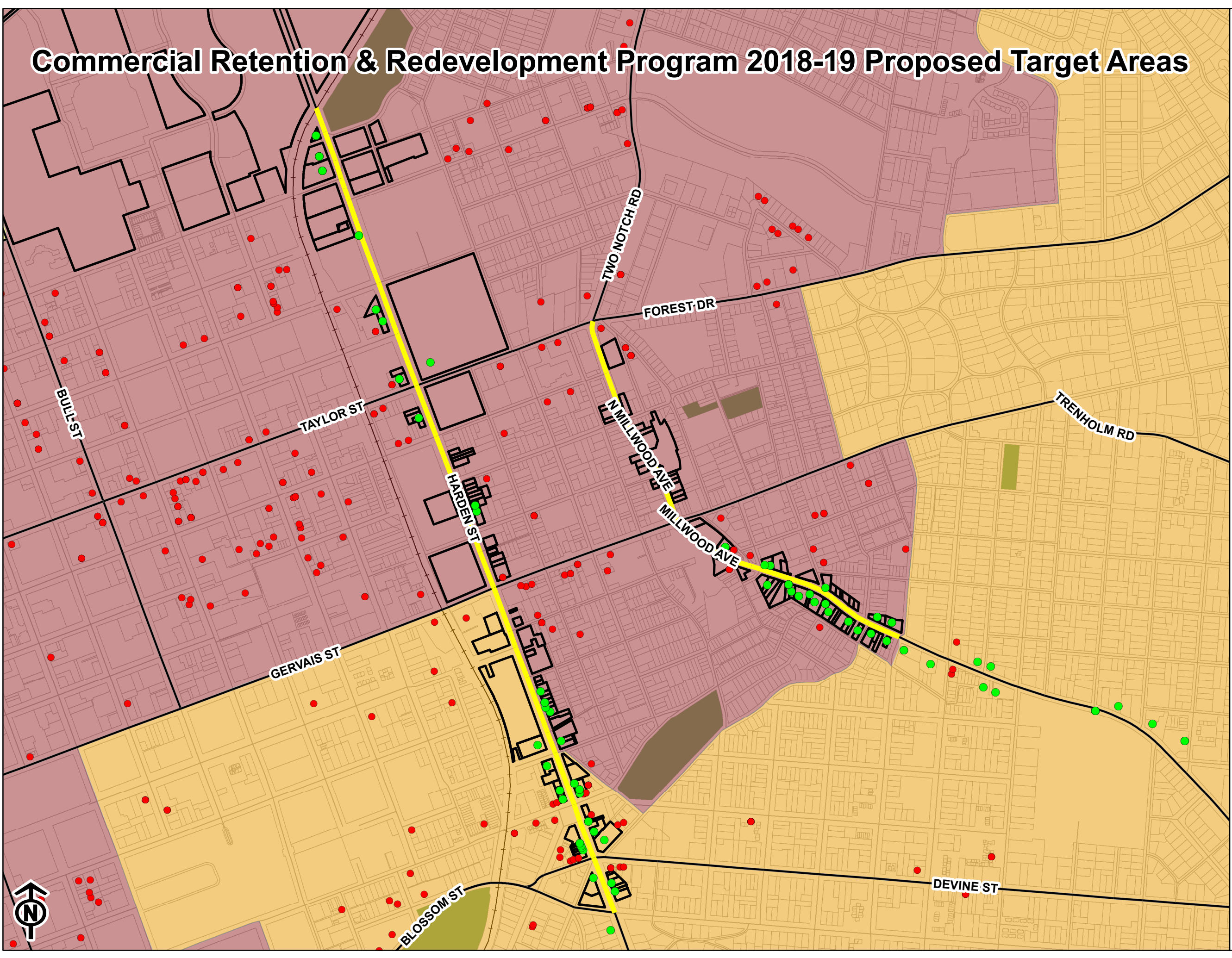


- OPEN Violations & Eligible
- Violations Outside Target Area
- Target Area
- Interstate
- Major Street
- Arterial Street
- Railroad Line
- Commercial Parcels in Target Area
- Parks
- Council Districts**
 - District 1
 - District 2
 - District 3
 - District 4

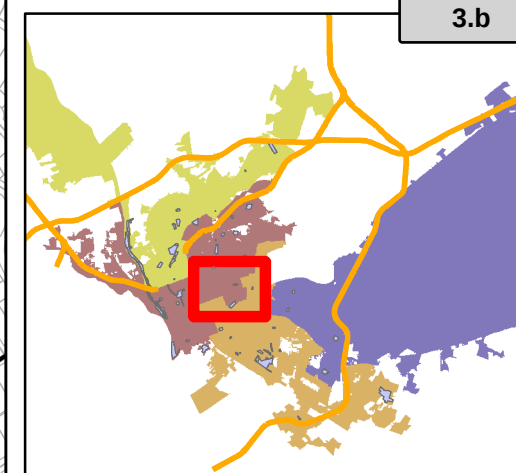
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Commercial Retention & Redevelopment Program 2018-19 Proposed Target Areas



Zoning Districts



- OPEN Violations & Eligible
- Violations Outside Target Area
- Target Area
- Interstate
- Major Street
- Arterial Street
- Railroad Line
- Commercial Parcels in Target Area
- Parks
- Target Area Zoning**
 - MX-1
 - C-1
 - C-3
 - M-1
 - PUD-LS

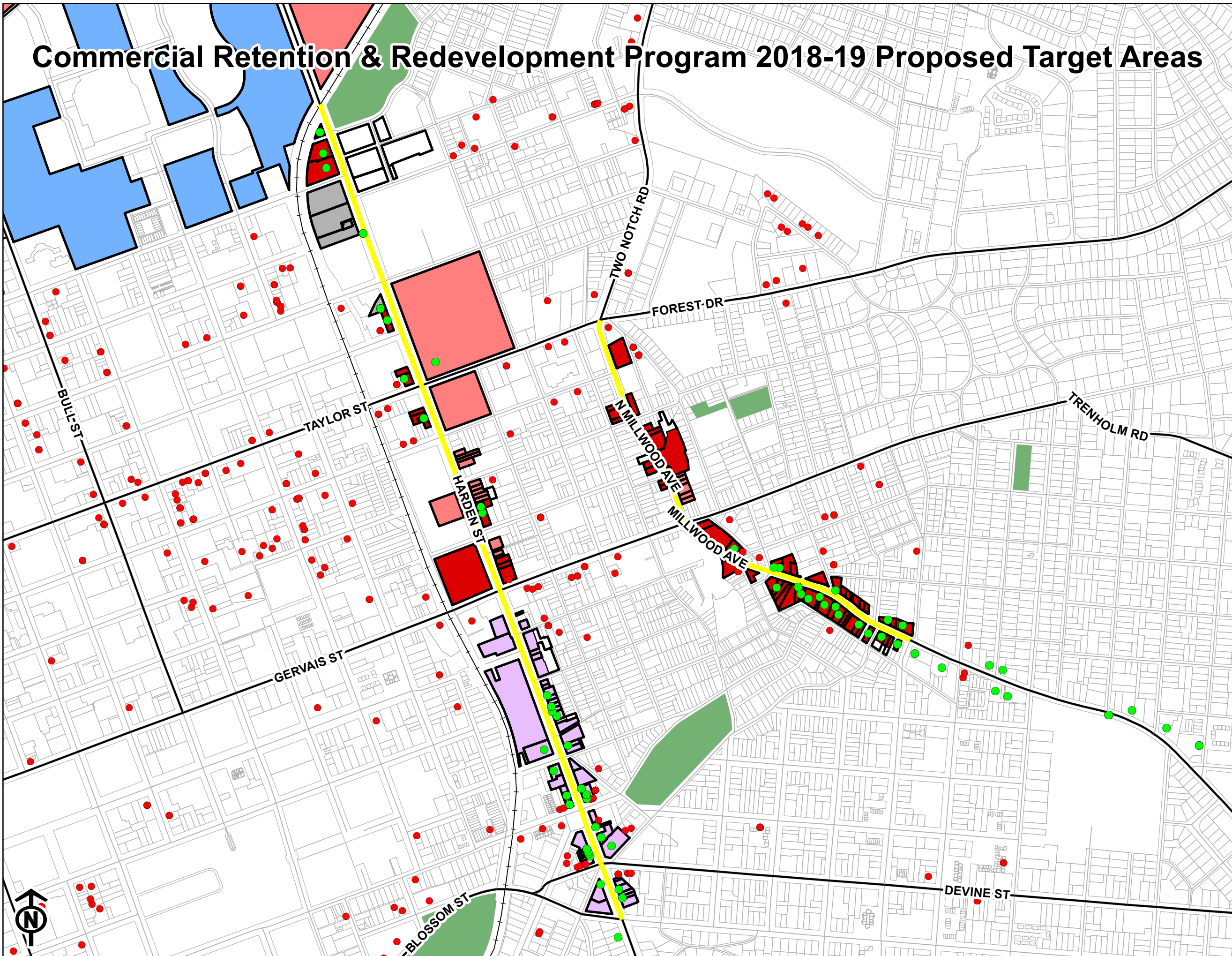
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We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Opportunity Zones and the City's Prospectus - Mr. Ryan Coleman, Director of Economic Development

FINANCIAL IMPACT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: James Morris v. City

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Entity fees
Flood Property Acquisition

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 18, 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: Parking Incentive
Grant Request

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the November 20, 2018 and December 4, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_11_20_2018_D (PDF)
- **#b:** MN_12_04_2018_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, November 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:11 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.

INVOCATION

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

CITY COUNCIL DISCUSSION

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

Ms. Melissa Lindler, MPA, Director of the Office of Business Opportunities recalled that the Mentor Protégé Program (MPP) started in 2008. We decided to review the guidelines to ensure that the program is more effective for everyone involved. In March, we held a focus group meeting with protégés and a separate meeting with mentors. To date, we have 22 construction mentors and 20 protégés and 35 professional service mentors and 25 protégés. The concerns and revisions were taken to our MPP Advisory Council on July 19, 2018 and November 8, 2018. We also included Columbia Water and Procurement and Contracts in the review process.

Ms. Ayesha Driggers, Program Compliance Administrator for the Office of Business Opportunities proposed to increase the protégé percentages based on a project-by-project. The projects require 20% participation by the protégé, but there may be options to increase that. We are proposing to allow protégés to have two mentors. We've implemented outreach efforts to encourage the participation of more protégés which will also increase the number of teams. Mentors can request an additional protégé on a case-by-case basis, if their primary protégé is overextended. In construction, we allow a water plant team and a water line team. In professional services you can have five different teams: water distribution, wastewater collection, water treatment, storm water, and wastewater treatment. The protégés have different skill sets and we wanted them to be flexible. If arbitration occurs, we want that to be held in South Carolina.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

Councilor Devine suggested that mediation be required for certain disputes.

Ms. Ayesha Driggers, Program Compliance Administrator for the Office of Business Opportunities said the guidelines were changed in 2014 to require graduation after eight years. A protégé can graduate earlier if they exceed the financial threshold. We added language to ensure that mentors and protégés adhered to the City's prompt payment policy. Teams must bid or submit on a project within a year or they may be removed from the program. This will depend on the type of projects that are put out to bid. Any approved mentor or protégé that does not actively form a team within a year may be removed from the program. Protégés must be notified of change orders and given the opportunity to provide services. The team must also maintain the minimum percentage, where appropriate. The construction management team reviews change orders to ensure that they are necessary and at a reasonable cost. There is no minimum percentage required for mentors in MPP projects, but we do require a minimum for protégés.

Councilor Baddourah said there are concerns that the mentors are not taking the protégés under their wings. They are not "showing them the ropes".

Ms. Ayesha Driggers, Program Compliance Administrator for the Office of Business Opportunities continued to report that dissolved relationships will be effective immediately. Participants can form new teams immediately and bid on projects without waiting 30-days. The assistant city manager responsible for oversight and implementation of the MPP, will recommend suspension or termination with final approval by the City Manager. This was previously done at a staff level. Lastly, our current MPP Advisory Council members have served for a long time. Now is a good time to encourage new members for four year terms. We would like for previous members to serve as ex-officio members. The guidelines say that at least 40 percent of CIP projects will be Mentor Protégé. It has been approximately 30 percent over the last two years, but we've increased our Columbia Disadvantaged Business Enterprise projects. This presents a great opportunity to look at other disadvantaged business enterprises that are not in the MPP. We will also look for opportunities to do more protégé only and protégé led projects.

There was a consensus to add language that requires mediation in the event of a dispute. The mediation will be paid for by both parties. The Mentor Protégé Program guidelines will be revised based on today's discussion.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

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

Mr. Darrin Thomas, President of Thomas Media Group reported that last year's event focused on the five pillars of economic empowerment: jobs, health, education, wealth creation, and entrepreneurship. Our attendance continues to be a mixed bag with 60 percent coming from Richland and Lexington Counties and 40 percent coming from outside of the Columbia Metropolitan Statistical Area. We would not be in our 22nd year if it weren't for the support of this Council and the City.

Councilor Devine said other groups do provide their numbers in their applications for funding. We need to make sure that information comes to us from Dee Dee. The funding for next year is not at a level that will allow them to have the Black Expo. We need to revisit that. I like the shift that you made this year. It is always a struggle when you are trying to get people to do stuff that's not just entertaining, but also educational. I have ideas of folks who people will come and see, but they also have that message that will be empowering and inspiring. If we try to get them, the money will have to be there.

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

Ms. Teresa Wilson, City Manager explained that the theme for this year's budget cycle is revenue generation and economic development. In years past, we had to focus on public safety and we will always maintain our approach to public safety. The foundation is there. A safe city then builds upon growth and development and vice versa. I want to begin to shift and change the narrative to begin looking at how we continue to grow our City with the tax base we have and with the wonderful service delivery that we pride ourselves on.

Ms. Melisa Caughman, Budget & Program Management Director said we want to set our focus and a roadmap with input from City Council. The theme is Smart City initiatives and preparing for our growth. We are guided by EnVision Columbia, City Council priorities, the work plan, departmental budget requests, capital projects, mandated costs, and limited resources. We hope to demonstrate how the budget looks from a priority based perspective. We plan to spend more time discussing revenue options with you. She presented a list of budget discussion topics: development/revitalization, revenue generation, affordable housing, homeless services, Council directed projects, County Fire/911, and the Alvin S. Glenn Detention Center. This is not an exhaustive list.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

Councilor Devine said there are so many needs in our parks and there is a mentality that there isn't money so they won't ask for it. I encouraged Mr. Davis to give you the full list so we can understand what the needs are. I don't want to take care of outside needs to the detriment to our internal needs. I want to see a full assessment of our park facilities.

Ms. Teresa Wilson, City Manager said Jeff is going to provide a bigger picture of the plan for capital needs. We've gone down a path to channel some CDBG funds towards parks.

Councilor McDowell said we have an abundance of vacant buildings that need to be torn down. We previously talked about using CDBG funds for demolitions. The growth of our City is going to depend a lot upon how other folks look at those buildings.

Ms. Melissa Gentry, P.E., Assistant City Manager said we have approximately \$300,000 for residential demolitions.

Councilor Davis said I'd like for us to take another look at the property maintenance ordinance. We need to find out why we still have almost the same number of houses that should be torn down. We need something to hold landlords' feet to the fire. Do we have sufficient manpower?

Councilor Duvall said we need to stabilize funding for the ShotSpotter® service and we need a more robust video system for the City; a system that will give our departments real-time information. Owens Field is used more than any park in the City and it needs maintenance. Last year, we talked about improving the entrances into Columbia.

Councilor Rickenmann said the top line is most important. Over the next few days, you will see information about how we are at a disadvantage. We have to change who we partner with and where we spend dollars. We need accountability, because our growth level is very handicapped. Annexation is going to be important along with retail and commercial enhancement and economic development. We need to spend a couple of days working on this. Our millage rate is significantly different from our sister cities. We have to make some smart and hard decisions about who we fund next year.

Mr. Jeff Palen, Chief Financial Officer, Assistant City Manager said staff is working on a comprehensive 5-year plan for capital projects. We are looking at our needs within the general fund and other areas within the City. Every year we talk about different items. We will put all of that together and come back to you with a plan. We need to focus on the expansion of the Convention Center if that is something we are moving forward on. We already mentioned our parks and that will include Finlay Park. We are looking at Public Works and our facilities. We will



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

look at how we pay for things. It might be the issuance of debt or using the cash that we generate. We will talk about individual projects to ensure that everyone is still on board with the various projects. Then we will talk about how we implement these things over the next 5 years.

Ms. Melisa Caughman, Budget & Program Management Director provided an overview of the fiscal year 2019/2020 budget schedule.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 3:55 p.m. for the discussion of **Items 4** through **6** as outlined.

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*
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*



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Meeting on Tuesday, November 20, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:14 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah arrived at 6:21 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Master Shamar Butler, Student Body President / Dreher High School led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adopt the agenda with the following amendments. Mr. Baddourah was not present for the vote.

- Withdraw **Item 20** (*Global Entrepreneurship Week and Women's Entrepreneurship Day Proclamation*)
- Add a *Marketing Update from Capital City Lake Murray Country Regional Tourism Board*
- Remove **Item 13** (*Ordinance No.: 2018-063*) from the Consent Agenda
- Defer **Item 25** (*Resolution No.: 2018-108*), **Item 26** (*Ordinance No.: 2018-069*), and **Item 27** (*Ordinance No.: 2018-067*).

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

APPROVAL OF MINUTES

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

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the October 16, 2018 and November 6, 2018 City Council Meeting Minutes. Mr. Baddourah was not present for the vote.

CONSENT AGENDA ITEMS 8 THROUGH 16

Upon a single motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 8 through 12 and 14 through 16** as presented. Mr. Baddourah was not present for the vote.

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. - *Approved*

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. - *Approved*

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

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. - *Approved*

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.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

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. - *Approved*

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. - *Approved*

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:

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.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

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. – Approved on second reading, as amended.*

Upon a motion made by Mr. Baddourah and seconded by Mayor Benjamin, Council voted six (6) to one (1) to give second 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, as amended in *Section 2a to state that if the termination notice is issued at a time that causes the removal period to fall within the fish migration season and the removal is determined to have a possible impact to the migration pattern, the physical removal should be delayed until the end of fish migration season. However, the planning and any permitting required to facilitate the removal shall continue forward in order that the actual removal can be implemented as soon as the fish migration season ends.* Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Baddourah, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.

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. – Approved on second reading.*
15. Resolution No.: R-2018-103 - Authorizing consumption of beer and wine only at First Thursday on Main Street - *Approved*
16. Resolution No.: R-2018-107 - Soda City Market (2019-2023) - *Approved*

PRESENTATIONS

Mayor Benjamin said we had an opportunity in September for one of our leaders to be recognized in Washington, for her achievement in economic development and leadership in the areas of economic policy, business development, and entrepreneurship advocacy as our City Manager. He thanked City Manager Teresa Wilson for her leadership and service. He presented Ms. Wilson with the 2018 Walker's Legacy Women in Economic Development Achievement Award.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

Councilor Devine announced that Mayor Benjamin was recognized in the November edition of *Ebony Magazine* as one of the 2018 Power 100 for being one of the most influential and inspiring African Americans. This is a tremendous honor for him and our City as he continues to elevate the profile of Columbia. Congratulations Mayor Benjamin.

17. Recognition of the 2018 Association of Public-Safety Communications Officials Award Recipients - Ms. Jacqueline Richburg, Director of Telecommunications

Ms. Teresa Wilson, City Manager said these folks work under tremendous pressure while working to take calls in our 911 Telecommunications Center. It is a job that goes unnoticed. It is the call that people make and the response they receive that can save lives.

Ms. Jacqueline Richburg, Director of Telecommunications recognized Ms. Kizzy Dunlap, Telecommunicator as the National Emergency Number Association Telecommunicator of the Year Award recipient and Ms. Regina Goodwin, Shift Supervisor as the National Emergency Number Association Palmetto Award recipient.

Mayor Benjamin recognized Representative Chris Hart, Richland One Commissioner Beatrice King, Richland One Commissioner Jamie Devine, Richland County Treasurer David Adams, the Dreher High School community, and community leaders.

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

Senator John L. Scott, Jr., S.C. Senate District 19, Richland County introduced Audrey and Kim Quarles, President and Vice President and Ms. Little, Treasurer for the Harlem Heights Community along with Representative Chris Hart. In 2012, we started working on the Harlem Heights/Fairwold project with \$525,000 in grant funds for planning and engineering. In 2016, we looked at Bethel Bishop in Council District Two and provided \$341,000 for that project. In order to complete the Harlem Heights/Fairwold project, we want to present a check in the amount of \$100,000 and another check in the amount of \$500,000. That should be enough money to complete the project. I've watched this project for over 65 years as this community continues to be flooded. We hope this community can begin to move forward. To Councilman Ed McDowell, we are still looking to help you with your project. We made an early commitment to make sure the families in Bethel Bishop and Colony Apartments receive the best quality of life they can.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

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

Mayor Benjamin and the members of City Council proclaimed November 12-16, 2018 as National Apprenticeship Week in the City of Columbia.

Mr. Charles Vaughn, State Director for the United States Department of Labor Employment and Training Administration / State Offices of Apprenticeship introduced Mr. Cleveland Williams, Apprenticeship Training Representative for the State Offices of Apprenticeship. We have 100 City employees participating in the apprenticeship program. We just passed the 20,000 mark for active apprentices. This is a great City and we are glad that you participate with us.

Mr. Robert Crenshaw, Apprenticeship Consultant for Apprenticeship Carolina said I've had direct workings with the City's Water Treatment Plant and the Wastewater and Water Maintenance Divisions. It is an awesome collaboration with a focus on training employees to be topnotch performers with full proficiency. It has been a catalyst and a model for others to follow.

20. Global Entrepreneurship Week and Women's Entrepreneurship Day Proclamation - The Honorable Stephen K. Benjamin – *Consideration of this item was deferred.*

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

Mayor Benjamin said we all want to live longer and healthier lives. I issued a challenge in which we were all trying to lose weight together and understand the importance of eating better and staying active. He recognized the following Columbia Weighs In Challenge winners: Mr. John Green, Ms. Wanda Cannon, Mr. Glenn Sawyer, Ms. Helen Lee, Ms. Kim Griffin, and Ms. Lucinda Statler. The top three finalists were Ms. Margaret Floyd who lost 31 pounds, Mr. Scott Robinson who lost 30 pounds, and Ms. Kelly Sims who also lost 30 pounds. Our number one weight loss winner, Benji Barfield lost 32 pounds. He thanked Blue Cross Blue Shield for providing backpacks for the finalists.

Councilor McDowell introduced his mother, Mrs. Ernestine McDowell.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 20, 2018**

22. Marketing Update - Ms. Miriam Atria, President / CEO of Capital City/Lake Murray Country Regional Tourism Board

Ms. Miriam Atria, President / CEO of Capital City/Lake Murray Country Regional Tourism Board announced that Lake Murray and the tourism region was chosen as the go to destination by the County Music Awards. We will be headed to the Grammy Awards for another announcement. Then we will be working on a special promotion with Duck Dynasty. The USA Bass Fishing Team brought home the gold and we are going to turn bass fishing into an Olympic sport. In 2020, the Bass Fishing Tournament will be at Lake Murray. The Anglers and Appetites Show was filmed across our region. It highlights fishing and eating establishments in the region. She presented a short video clip of Anglers and Appetites that will air on Fox Sports Southeast and CBS Sports. Today, we were awarded the 2018 Champion of Economic Impact Award for the 2017 Forrest Wood Cup. She unveiled the new television ad for Lake Murray Country. Last year, we had a billion media impressions.

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 - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve 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 - *Approved*

Upon a motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve 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.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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25. Resolution No.: 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 – *Consideration of this item was deferred.*

ORDINANCES - FIRST READING

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) – *Consideration of this item was deferred.*
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) – *Consideration of this item was deferred.*
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 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to 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 - *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to 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.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

APPOINTMENTS

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

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Mr. John Hardee to the Midlands Authority for Conventions, Sports, and Tourism.

OTHER MATTERS

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

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the 2019 City Council Meeting Schedule.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No reports or referrals were made at this time.

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

32. MAJOR AMENDMENT to a PUD - 3319 Millwood Drive, TMS# 13804-03-09 *Approved on first reading.*

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)

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

Ms. Krista Hampton, Director of Planning and Development Services explained that this matter is a major amendment to a Planned Unit Development at 3319 Millwood Drive that will allow for changes to the playing fields, relocation of the tennis courts, and a number of other details.

Mayor Benjamin said we've had a whole lot of dialogue. It is time to get this done. We have a few more amendments, but nothing substantive enough to effect the delivery of a high quality filed that also meets the needs of the neighborhood. We will have the second reading in December. We will continue to ensure that the young people who attend Dreher High School have a chance to get a complete education; not just the academic, but also the extracurricular needs they have.

Councilor Rickenmann said the changes aren't amendments; they are clarifications to the existing application. I move to approve the amendment to the PUD with the clarifications I'm going to give to Ms. Hampton. Between now and December 4, 2018, we will incorporate amendments related to the map, trees, buffers, the fence, elevation, and having a liaison with the District when future changes are needed.

Councilor McDowell asked if the original document will remain the same with the clarifying issues that Mr. Rickenmann is providing.

Councilor Rickenmann explained that we amended the original PUD and some of those things need to be clarified. I've spoken with folks at the District and we are all on the same page. He asked that Mr. Webb work with Ms. Hampton to ensure that the language is what they agreed to.

Mayor Benjamin asked that the clarifications be shared broadly.

Council opened the Zoning / Planning Public Hearing at 7:09 p.m.

No one appeared at this time.

Council closed the Zoning / Planning Public Hearing at 7:09 p.m.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to the Major Amendment to a Planned Unit Development at 3319 Millwood Drive, TMS# 13804-03-09, with the understanding that certain items are to be clarified and/or updated prior to second reading consideration. Ms. Devine abstained from voting due to a potential conflict of interest.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, NOVEMBER 20, 2018

Councilor Baddourah introduced his sons, Zeke and Eli Baddourah.

APPEARANCE OF THE PUBLIC

Minister Allen Browning, Hearts for the Homeless and Living Water International Church said several months ago, my wife and I started a charity, Hearts for the Homeless for homeless veterans. I was homeless eight years ago. Last night, we were featured on WISTV News. We partnered with SK Browning Construction out of Orangeburg to provide Thanksgiving dinner to almost 200 people. He presented a request for grant funding for the ministry to help fund its community outreach project. Our objective is to assist the homeless with SSI, disabilities, or temporary labor income to obtain stable residency by helping with deposits for apartments, boarding houses, and SCE&G deposits to reduce the number of wandering homeless in the downtown area.

Mr. Regi Solis, Director of Needful Things requested a proclamation joining in the worldwide recognition of National Homeless Persons Memorial Day on December 21, 2018. Has anyone been looking into an alternative site for the Inclement Weather Center? Over the last few weeks, the rain has caused flood watches and warnings, thereby eliminating the use of the center. How do we protect those who desperately need shelter? I previously brought copies of recent court rulings. I am hoping that we are coming to a decision on how we will comply with these rulings as well as having people's property seized.

Mayor Benjamin agreed to get the Memorial Proclamation done. We will continue to follow protocol for opening the Inclement Weather Center as it gets colder. Take a look at some of the work the United Way is doing regarding Resilient Richland. This work is going to be groundbreaking and it will help us deal with some of the larger challenges that we're dealing with. We have to discuss how best to deal with the issue of personal belongings.

Councilor Devine requested the National Homeless Persons' Memorial Day event information.

Mayor Benjamin recognized the University of South Carolina School of Journalism and Mass Communication students who were in attendance.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 4, 2018

The Columbia City Council met for a Work Session on Tuesday, December 4, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 2:08 p.m. and the following members of City Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin arrived at 2:40 p.m., The Honorable Sam Davis arrived at 2:17 p.m., and The Honorable Moe Baddourah arrived at 2:31 p.m. 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. 2018/2019 Federal Legislative Report - Mr. Ralph Garboushian, Federal Lobbyist

Mr. Ralph Garboushian, Federal Lobbyist presented the 2018 overviews, which includes preserving tax exemption for municipal bonds, increasing of sub-allocation of highway and transit funding, preempting of local government regulations of drones, securing \$18.5 million in direct disaster assistances, increasing funding for core local government programs including CDBG and HOME recovering funding, and ruling from the Supreme Court allowing collection of sales tax from all retailers, and increasing infrastructure funding. He reported the 2018 setbacks for the FCC actions regarding telecommunication infrastructure and eliminating franchise fees from cable companies, tax exemption losses for advanced refunding of municipal bonds, SALT deductions capping at \$10,000, and the 2020 Census challenges.

Councilor Devine asked staff to provide an update regarding the 2020 Census at the 2019 City Council Retreat.

Councilor Duvall said the 2020 Census is a sensitive subject. We need these annexations to be completed in the City. He agreed with Ms. Devine; we need more time to discuss at the retreat.

Councilor Davis asked about local and federal funding for municipalities.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 4, 2018**

Mr. Ralph Garboushian, Federal Lobbyist said the federal doesn't provide funding; it's a combination of local government and local philanthropy. He reported the 2018 election results for the Senate and House. He presented the 2019 schedule and pointed out key issues regarding the fiscal year 2019/2020 budget, infrastructure, local control, public safety, and regulations.

Councilor Devine encouraged the members of Council to attend the 2019 National League Cities Meeting.

Ms. Teresa Wilson, City Manager agreed with Ms. Devine; it's effective when we all attend the meeting as a group.

Mr. Ralph Garboushian, Federal Lobbyist presented a funding chart for the following federal assistance programs: agriculture, commerce, education and related agencies, energy and water resources, environment protection agency, health and human services, homeland security, housing and urban development, interior and related agencies, justice, labor, and department of transportation

2. 2018/2019 State Legislative Report - Mr. Kyle Michel, State Lobbyist

Mr. Kyle Michel, State Lobbyist reported the 2018 adopted legislative priorities. The 2018/2019 local government fund budget included the state budget providing \$222.6 million in recurring funds and the City receiving \$2,920,123 of it's shared portion. Under the 2018/2019 pension plan budget reimbursement, the Legislative agreed to pay 1% towards the pension contributions; this will allow the employer contributions to only increased annually by 1% instead of 2%. He said we will continue to advocate on the behalf of the state so that pension increases are reduced. He reported the 2018 enacted laws for the following: abandoned buildings tax credit, relocating of utility lines within SCDOT right of way for construction projects, performing national background checks and fingerprinting City employees who has access to federal tax information, checking immigration status of people applying for various services, and providing a hazard Dam safety program. He gave an update on the following legislations bills that didn't pass in 2018; business license, piping materials procurement, which would have impacted piping materials for water and sewer projects, and property tax liens for blighted properties, which would have allowed a tax lien to be placed on real estate on unhealthy and unsighted properties.

Mayor Benjamin asked about the property tax lien applying to the City.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. Kyle Michel, State Lobbyist said it does not apply to Cities or it will be considered a DOA. The county needs a clear authority to put a lien on annual tax bills. This will also give them the discretion to accept recommendations from the City.

Councilor Davis said the county should automatically accept complaints and referrals from the City

Mr. Kyle Michel, State Lobbyist said the language from this bill raised concerns regarding local government identifying unhealthy properties.

Councilor Davis said this is what the City needs accomplished, because we are forced to be landscapers to these properties.

Mr. Kyle Michel, State Lobbyist said the state doesn't have a problem with spending the money; however, we don't want every property owner getting tagged with a tax bill because their property needs to be tidy. Now, if it's a health and safety issue, then that's a different concern.

Mayor Benjamin said for clarity, we are all property right supporters; we will support the bill whichever way it is drafted.

Ms. Teresa Wilson, City Manager said as the bill continues to be drafted, I will encourage you to work with our staff regarding defining the quality of life and what are the constitutions for repeated offenders of these surrounding neighborhoods.

Councilor Baddourah asked about liens on income taxes for property owners.

Mr. Kyle Michel, State Lobbyist said I will check into this program and bring back a report. He continuing reporting the following legislations bills that didn't pass in 2018: accommodation and hospitality tax revenue, property tax exemptions for property devoted to housing low income residents, community development tax credits, municipal tax relief act, annexations, animal control and shelters, municipal court reporting, community charge on nonprofit hospitals and institutions of higher learning, and alcohol licenses. He gave an update on the 2019 MASC advocacy initiatives and presented the 2019 proposed City of Columbia priorities projects.

Mayor Benjamin said we need some additional initiatives for municipalities. Let's push more policy changes for cities that host a lot of public entities. Let's put some ideas on the table, think creatively, and bring back a different philosophy regarding urban development.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. Kyle Michel, State Lobbyist agreed with the Mayor. He suggested considering looking at different streams of funding for deduction purposes.

Mayor Benjamin said we will leave funding for the City to be at the discretion of the City Manager. I'm only encouraging us to just put out some additional ideas, because our citizens need to see what makes up the DNA of our City.

3. Amplify / Columbia Compass Update to Council - Ms. Margie Reese - MJR Partners, Principal

Ms. Margie Reese, MJR Partners, Principal gave an update on cultural planning in connection to the City's comprehensive plan for the Columbia area. Cultural planning is defined as an Amplify Columbia and the primary goal is to identify the most effective and efficient role of the City of Columbia in cultural development. She said we started by looking at the City's vision statement and to-date, we had over 1000 citizens engaging in the planning process. We held about 90 town hall meetings, participated in conversations with various stakeholders, and recorded 423 responses from the online survey. She reported the top emerging themes from citizens regarding leadership, traditional venue spaces for performing arts, valuing artists, learning and mastering arts for our children, which will allow them to participate in creative learning, identifying tangible and intangible history heritage, and investment.

Councilor Rickenmann said for all of this to be successful, there has to be a partnership and commitment from all parties in the cultural arts.

Ms. Margie Reese, MJR Partners, Principal said we need a better understanding as a whole of what are the services the public and City is looking for to help Columbia be stronger to include providing a better arts and cultural program.

Councilor Baddourah expressed concerns about USC not being a part of the investment group.

Ms. Margie Reese, MJR Partners, Principal said we have met with the fine arts directors; there are specific roles for USC because the business and arts department are already partners.

Councilor Devine said the work put into this presentation is helpful; I looked forward to the final recommendations. She inquired about the City and Richland County connections regarding moving the plan forward.



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Ms. Margie Reese, MJR Partners, Principal said we have met with Richland County, Lexington County, and other elected officials for connecting opportunities. Although, the City of Columbia has been our ultimate focus, we know that it still requires a collaborative effort from other entities.

Mayor Benjamin thanked Ms. Reese for the presentation. I am looking forward to the strategic direction of changing the nature of the arts by providing a comprehensive cultural plan to help bring the 2036 vision to a reality in the midlands.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to enter into Executive Session at 4:25 p.m. for the discussion of **Items 4** through **7** as presented.

4. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)

*Kirby Bishop, et al. v. City of Columbia
Claim of Clarence Hall*

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)
Metro Wastewater Treatment Plant*

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 Kline
Project Bull Street residential and mixed-use
Project 604 Huger
Gregg Park - Gills Creek*

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

*AMI
Finlay Park*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 4, 2018**

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a Meeting on Tuesday, December 4, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:11 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.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

CONSENT AGENDA ITEMS 8 THROUGH 10

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to approve Consent Agenda Items **8 through 10**.

8. Council is asked to approve the Purchase of Sodium Bisulfite for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Southern Ionics in an amount not to exceed \$134,750.00. This vendor is located in West Point, MS. – *Approved*

Funding Source: Utilities Metro Wastewater Plant - Chemicals; 5516208-624800 - The original budgeted amount is \$300,000.00.

9. 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 - *First reading approval was given on November 20, 2018 – Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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10. 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 - *First reading approval was given on November 20, 2018. – Approved on second reading.*

ZONING / PLANNING MATTERS - SECOND READING

11. MAJOR AMENDMENT to a PUD - 3319 Millwood Drive, TMS# 13804-03-09 – *First reading approval was given on November 20, 2018 - Approved on second reading.*

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)

Upon a motion made by Mr. Rickenmann and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to a Major Amendment to a Planned Unit Development for 3319 Millwood Drive, TMS# 13804-03-09 subject to the following amendments:

- I. Band practice will be conducted in the parking lot on the west (Daly Street) side of the school building. The band may also use the green space (Adger Road), but electronic sound amplification and metronomes may not be used after 5:00 p.m. in the green space.
- II. The band will have reasonable access to the Multi-Purpose Field (MPF) for competition rehearsal. However, no use of electronic sound amplifiers, including megaphone and metronomes, will be allowed on the MPF. Any rehearsal on the MPF will face the school.
- III. Initially, quarterly meetings between the liaison and neighborhoods must be conducted to assure clarity of policies and to address concerns. At an appropriate time later, upon mutual agreement, regular meetings will be semi-annually. The foregoing parties may call special meetings at any time.
- IV. The liaison will maintain records of the meetings and communications in conjunction with the presidents of Historic Heathwood and the Melrose neighborhood associations.



We Are Columbia

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- V. Application limits events to middle school junior varsity, but eliminates varsity football. The Historic Heathwood and Melrose neighborhoods have sought to limit events to junior varsity. Varsity lacrosse was accepted under limited circumstances that may involve economic efficiencies due to the anticipated low crowd or scheduling conflicts to the use of Memorial Stadium by the District schools, varsity soccer matches would be allowed at the MPF.
- VI. In terms of landscaping, the District is making strides to create more of a buffer and to recapture the trees that are shifted or destroyed. The District has made a commitment to use those undefined number of trees to enclose the buffer throughout the adjacent neighborhoods. The District has also agreed to replace the crepe myrtles with more evergreens to help reduce noise and visibility. This will also improve the buffer.

PRESENTATIONS

12. National Wear Your Pearls Day Proclamation - The Honorable Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed December 15, 2018 as National Wear Your Pearls Day in the City of Columbia.

RESOLUTIONS

13. 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 Limits of the City of Columbia developed with the inclusion of structured public parking within project – *Approved Special Source Revenue Credit incentive to Real Property within the Corporate*

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted six (6) to one (1) to approve 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. Voting aye were

ORDINANCES - FIRST READING

14. 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) – *Approved*



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Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted six (6) to one (1) to give first reading approval to 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). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Vote nay was Mr. Baddourah.

15. 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) – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted six (6) to one (1) to give first reading approval to 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). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Vote nay was Mr. Baddourah.

16. Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

17. Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10) – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted six (6) to one (1) to give first reading approval to Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10). Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Vote nay was Mr. Baddourah.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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OTHER MATTERS

18. Council is asked to approve the installation of one (1) additional street light on S. Waccamaw Street, one (1) additional street light on Cromer Avenue, and one (1) additional street light on Bull Street Property, as requested by the Traffic Engineering Division. – *Approved*

Upon a motion made by Mr. Baddourah and seconded by Mayor Benjamin, Council voted unanimously to approve the installation of one (1) additional street light on S. Waccamaw Street, one (1) additional street light on Cromer Avenue, and one (1) additional street light on Bull Street Property, as requested by the Traffic Engineering Division.

APPOINTMENTS

19. Council is asked to approve the appointments to the Greater Columbia Community Relations Council. – *Consideration of this item was deferred.*
20. Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority. – *Consideration of this item was deferred.*

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to refer a presentation of CPAC's Action Plan by Mary Pat Baldauf, Sustainability Facilitator to the Environment and Infrastructure Committee.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to refer a presentation from Allied Energy out of the Environment and Infrastructure Committee to City Council.

Mayor Benjamin requested a presentation on Opportunity Zones and the City's Prospectus by Ryan Coleman, Director of Economic Development to City Council during the next work session.

APPEARANCE OF THE PUBLIC

Minister Allen Browning, Hearts for the Homeless and Living Water International Church clarified that his church helped him in the past to only expand his charitable organization. I came to asked again for assistance. He asked to meet with the District III representative of the Rosewood



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Community. He encouraged Council to read the book “The House that James Built” recommended by his granddaughter.

Mr. Regi Solis, Director of Needful Things said I was homeless, but recently got a mobile home with five (5) individuals. He expressed concerns about not getting the right resources to keep him from being homeless again. He inquired about the proclamation joining in the worldwide recognition of National Homeless Persons Memorial Day on December 21, 2018. I am hoping that we are coming to a decision on how we will comply with these rulings as well as having people’s property seized. He presented a Christmas card to the members of Council.

Mayor Benjamin asked staff to confirm if the proclamation is being drafted for December 18, 2018.

Ms. Alannah Jackson said I have job and I am still homeless. She said I have made numerous of phone calls to receive help and no one have called me back. She asked the members of Council for assistance.

Mayor Benjamin said when we first spoke, we talked about you going to a shelter for women and children, but you declined assistance. Please tell us how can we help you.

Ms. Alannah Jackson said I just need right now help. She expressed concerns about not receiving the proper housing assistance from the Columbia Housing Authority.

Mayor Benjamin asked staff to provide the correct information to Ms. Jackson regarding receiving assistance from the Columbia Housing Authority. He recognized the University of South Carolina School of Journalism and Mass Communication students who were in attendance.

ADJOURNMENT

The meeting was closed at 7:30 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the 2019 Retiree and COBRA Insurance Billing Services effective January 1, 2019 through December 31, 2020, as requested by the Human Resources Department. Award to Wageworks in the amount of \$59,250.00. This firm is located in Pasadena, CA.

REQUISITION NO.: R194653

FINANCIAL IMPACT: Funding Source: Health Insurance Benefits - Professional Services; 6048933-636600. The original budgeted amount is \$60,000.00.

ORIGINAL BUDGET: \$60,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Wageworks (PDF)

WageWorks

Order Form

Client:

City of Columbia
P.O. Box 147
Columbia, SC 29217

2194653

Effective Date*: 1/1/2019
End Date: 12/31/2020

Payment Method: Check
Payment Terms: Net 30 days
Service Charge on Overdue Amounts: 2% Per Month

Services:

Service Name	Fee Type	Fee	Description
COBRA	Admin Fee	\$0.45 PEPM	Per Eligible Per Month
COBRA	Monthly Minimum	\$250.00	
COBRA	Implementation Fee	\$0.00	
COBRA Open Enrollment	Additional Service Fee	\$15.00	Standard Service Open Enrollment: WageWorks will produce and mail Participant Open Enrollment Notice & Election Form packages, up to 7 sheets of paper (double-sided). WageWorks will manage carrier and billing updates. Fee billed per packet. Postage and additional printing fees may apply in some situations and will be disclosed to the client.
COBRA Open Enrollment	Minimum	\$150.00	A per-plan year service fee minimum will be assessed.
Direct Bill	Admin Fee	\$5.50 PPM	Per Participant Per Month
Direct Bill	Monthly Minimum	\$100.00	
Direct Bill	Implementation Fee	\$0.00	

Terms and Conditions:

- This Order Form is subject to WageWorks' General Terms and Conditions of Service that may be viewed at <https://www.wageworks.com/employers/terms-and-conditions.aspx>, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.
- *This Order Form shall be effective as of 1/1/2019 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s) or next billing period following the effective date, whichever is later.
- COBRA Eligible Count: You shall provide a good faith estimate of the total number of COBRA eligibles, which is equivalent to covered lives, during each plan year's open enrollment period and shall, prior to commencement of each plan year, submit a copy of the health insurance invoices (e.g., medical, dental, vision and/or EAP, if applicable) to substantiate the COBRA eligible (covered lives) count. If you do not substantiate the COBRA eligible count prior to the commencement of a plan year, the COBRA eligible count shall be increased by 20% over the prior plan year. If the COBRA eligible count changes by more than 20% during a plan year, you shall promptly notify WageWorks and provide documentation necessary to substantiate such change. WageWorks shall adjust the COBRA eligible count as of the first benefit month following receipt of substantiation of the change in COBRA eligible count for calculation of fees.
- 2% COBRA Surcharge: WageWorks Retains 2% Surcharge

APPROVED AS TO FORM


Legal Department City of Columbia, SC



Signature:

Name (print):

Title:

Client:

Date:



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$913,946.96. This firm is located in Columbia, SC.

REQUISITION NO.: R194652

FINANCIAL IMPACT: Funding Source: Employee Health Center (6048920) - Medical Services (636900), Drug and Medical Supplies (624900), Special Departmental Supplies (627100). The original budgeted amount is \$1,000,000.00.

ORIGINAL BUDGET: \$913,946.96

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Doctors Care Agreement (PDF)

R194652

PROFESSIONAL SERVICES AGREEMENT
Employer-sponsored Health Clinic

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date"), by and between Doctors Care, P.A., a South Carolina licensed physician practice, ("Contractor") and City of Columbia ("Purchaser"), each a "Party" and together the "Parties."

RECITALS

Whereas, Purchaser is a municipality in South Carolina with a workforce of ~~[insert rough number]~~ employees, and from time to time such employees and their dependents require professional medical care;

Whereas, Purchaser desires to make available certain health care opportunities (as more specifically described on Exhibit A, the "Services") to (i) its employees and their dependents who receive primary benefits under Purchaser's health plan (the "Covered Individuals"), and (ii) its employees requiring certain Occupational Health Services which are a subset of the Services and described in Exhibit A, at the Purchaser's location at 2012 Harden Street, Suites 110 and 112, Columbia, SC 29204 (the "Site");

Whereas, Contractor is a Professional Association that employs and contracts with physicians, physician extenders (nurse practitioners, physician assistants), nurses, and other professional medical staff duly licensed or otherwise qualified to provide the Services; and

Whereas, Purchaser desires to contract with Contractor for Contractor to provide Services at the Site as more specifically described herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby recognized by the Parties, the Parties agree as follows:

I. OPERATION OF A MEDICAL CLINIC

- A. Purchaser will make available a secure medical clinic to provide the Services (the "Medical Clinic").
- B. Contractor will provide professional medical staffing (the "Contracted Medical Team" made up of individual "Contracted Medical Staff") and administrative services necessary to provide the Services as more specifically described in this Agreement
- C. Nothing in this Agreement shall be interpreted as authority or permission for Purchaser to interfere with or influence the independent medical judgment of any member of the Contracted Medical Team.

II. DUTIES OF PURCHASER

- A. Purchaser shall arrange for the provision of an appropriately upfitted and equipped space (the "Clinic Space") for Contractor to use in performing this Agreement.

- B. Purchaser shall ensure that the Clinic Space is provided with janitorial services, internet connection and other IT support, sewage and sanitary services, security, maintenance, utilities, disposal of bio-hazardous waste, and related items reasonably necessary for the provision of Services at the Site.
- C. Purchaser shall provide Contractor with current information regarding Covered Individuals and shall ensure that employees who are not Covered Individuals do not seek or receive Services, other than Occupational Health Services, from Contracted Medical Staff at the Site.

III. **STAFFING AND PROVISION OF PROFESSIONAL MEDICAL SERVICES**

- A. Contractor shall provide appropriate Contracted Medical Staff according to the schedule set forth on Exhibit B, attached hereto and incorporated herein by reference. Contractor is solely responsible for the terms and conditions of its engagement of the Contracted Medical Team and for the payment of compensation to the Contracted Medical Team.
- B. Contractor shall provide appropriate medical supplies, testing materials, laboratory materials, legend and non-legend pharmaceuticals, and other materials as may be reasonably required to provide the Services.
- C. Contractor shall notify Purchaser immediately of any damage to the Clinic, necessary repairs or maintenance to the premises, other concerns with the physical condition, security or safety of the property, or any issue which may prohibit or interfere with Contractor's provision of Services or which Contractor believes may represent a potential health, security or safety risk to persons at the Clinic.
- D. Contractor shall ensure all Services being provided are provided in accordance within the Clinical Personnel's scope of practice, applicable ethical codes, and the generally recognized standards of the medical community.

IV. **COMPENSATION FOR SERVICES** Purchaser shall compensate Contractor for the Services pursuant to Exhibit C, attached hereto and incorporated herein by reference.

- A. Contractor accepts and assumes the responsibility for paying any and all taxes arising from Contractor's compensation received under this Agreement.
- B. Contractor shall not bill any Covered Individual or other third-party, whether federal, governmental, or private, for Services performed hereunder, nor shall Contractor allow any member of the Contracted Medical Staff to do so. Amounts paid by Purchaser to Contractor pursuant to Exhibit C shall be the sole and exclusive compensation to be paid to Contractor for the provision of the Services at the Site. Nothing herein, however, shall be interpreted to prevent Contractor or any member of the Contracted Medical Team from billing and collecting for medical services provided to any Covered Individual or employee of Purchaser at any location other than the Site.

C. The Parties agree that Contractor has established the composition of its Contracted Medical Team based upon current numbers of Covered Individuals and representations by Purchaser of projected utilization of the Medical Clinic. If (a) an increase in requested Services imposes greater duties or obligations on Contractor than presently contemplated by the Parties, or (b) the number of Covered Individuals increases by ten percent (10%) or more, the Clinic Fee shall be renegotiated. Changes to the Clinic Fee pursuant to section (a) shall be effective as of the date of the modification of the Plan of Benefits if required, and if not required or for changes pursuant to section (b), on the date of mutual agreement by the Parties.

V. **MEDICAL RECORDS** Contractor shall complete, in a timely manner, medical records that are adequate, accurate, complete, and legible with respect to Services rendered.

A. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996 along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be available for review by Purchaser. Purchaser shall not have any right to review or access such Protected Health Information except as provided by law or by consent of the patient.

B. Contractor and Purchaser agree to reasonably cooperate with one another to implement procedures to ensure that Purchaser and its employees, contractors, and other agents do not have any access to (i) any PHI pertaining to any Covered Individual, regardless of the medium or manner in which the PHI is maintained by Contractor, and including without limitation any access to any clinical laboratory or pharmacy PHI, and (ii) any portion of the Site used by Contractor to store patient medical records, Protected Health Information, prescription medications, or other items which must be under the sole control of Contractor at all times in accordance with applicable law. The Parties hereto agree that Purchaser shall be solely responsible for Purchaser's compliance with all applicable law governing the employment records of Purchaser's employees, all of which shall be maintained by Purchaser, separate and apart from the PHI that is maintained by Contractor as described herein.

C. All medical records are and shall remain the property of Contractor. Upon termination of this Agreement, Purchaser shall cooperate with Contractor in the removal by or delivery to Contractor of any records, equipment, or property belonging to Contractor from the Site.

D. In compliance with HIPAA, Contractor shall:

- i. implement appropriate measures designed to ensure the security, integrity, and confidentiality of PHI;
- ii. protect PHI against any known or anticipated threats or hazards to the security or integrity of such information;
- iii. protect against unauthorized access to, or use of, PHI that could result in harm to any Individual;

- iv. cause any other party to whom Contractor may provide access or disclose Personal Information to implement appropriate measures designed to meet the objectives set forth in this Article V; and
- v. promptly notify Purchaser in writing in the event of any situation which results in the breach of PHI (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.).

E. The requirements of this Article survive termination of the Agreement.

VI. INSURANCE.

- A. Purchaser shall maintain in place during the Term of this Agreement a policy of comprehensive general liability insurance, or self-insurance satisfactory to Contractor, with broad form property damage endorsement and personal injury coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident and in the aggregate, with respect to personal injury, death, or damage to property, including the Clinic Space.
- B. Contractor shall ensure that, during the term of this Agreement, including any renewal period(s), all Contracted Medical Staff providing Services pursuant to this Agreement are insured by a professional liability policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If at any time, the insurance procured pursuant to this requirement is provided on a "claims made" basis and the insurance is not renewed at the end of the policy term or if such "claims made" insurance is terminated for any reason, Doctors Care P.A. shall procure optional extension period coverage ("tail coverage") to assure that insurance coverage in the required amounts is maintained for claims made at any time which are related to an occurrence during the term of this Agreement. The requirements of this Paragraph VI.B shall survive termination of this Agreement.
- C. Contractor shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

VII. INDEMNITY Each Party agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement.

VIII. TERM AND TERMINATION

- A. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Term").
- B. Termination for Cause. This Agreement may be terminated by either Party upon ten (10) business days' written notice for Cause. As used herein "Cause" shall mean: breach by the other Party of any obligation or ongoing covenant in this Agreement which is not cured to the satisfaction of the non-breaching Party within thirty (30) days written notice from

the non-breaching party to the breaching part of the occurrence of the breach (a "Breach Notice").

- IX. **INDEPENDENT CONTRACTOR** Contractor and the Contracted Medical Team are performing the Services under this Agreement as independent contractors to Purchaser. Nothing contained within this Agreement shall constitute either Party acting as an employee, agent, partner, or joint venturer of the other Party. Purchaser shall have no right or authority, apparent or actual, to direct or influence the medical judgment of Contractor or the Contracted Medical Team in the provision of Services hereunder.
- X. **REGULATORY MATTERS** It is the intention of the Parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, HIPAA, the Genetic Information Nondisclosure Act of 2008 ("GINA"), non-discrimination laws enforced by the EEOC and other federal and state agencies, and federal and State Anti-kickback Laws. In the event that any federal or state laws or regulations, now existing or enacted or promulgated after the Effective Date, are interpreted by judicial decision, by regulatory agency or legal counsel in such a manner as to indicate the terms of this Agreement may be in violation of such laws and regulations, the Parties shall attempt to amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the Parties. In the event that the Parties cannot agree in a reasonable period of time to amend the Agreement to bring it into compliance with such laws or regulations, then the Parties shall proceed to terminate this Agreement.
- XI. **CONFIDENTIALITY** All information which either Party provides to the other during the term of this Agreement shall be deemed "Confidential Information," except the following shall not be deemed Confidential Information: (i) any information which the disclosing Party has made available to the public; (ii) any information which was rightfully in a Party's possession or known by it prior to receipt from the other Party; (iii) any information which a Party has received from a party other than the other Party without the violation of a confidentiality obligation; and (iv) any information which a Party develops independently without use of the other Party's Confidential Information. The Parties shall use each other's Confidential Information only in the performance of this Agreement and shall not otherwise use or disclose such Confidential Information to any third parties, except, (i) to such Party's attorneys or auditors who have a need to know such information and who are bound by either professional and/or written confidentiality obligations consistent with the terms of this Agreement; (ii) as necessary to enforce or defend any claim related to this Agreement; or (iii) as may be required by law, rule, regulation, subpoena or other request to which a Party is legally obligated to respond, provided that the disclosing Party is given a reasonable opportunity to seek appropriate confidential treatment or a protective order for the Confidential Information. Each Party shall use reasonable precautions to protect the other Party's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or proprietary information of similar nature and importance.

XII. MISCELLANEOUS PROVISIONS

- A. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is delivered by hand or actually received, as evidenced by a national delivery service signed receipt or process server affidavit; or three days after it is mailed, postage prepaid return receipt requested, to the Party at the address listed below:

As to Contractor: Doctors Care, PA
 1818 Henderson Street
 Columbia, South Carolina 29201
 Attention: Curtis Franke, MD

As to Purchaser: [insert contact]

- B. Assignment. This Agreement is for professional services. Contractor may assign this Agreement to any successor in interest or affiliated entity to the extent permitted by applicable law. Purchaser may not assign its rights, duties, or obligations under this Agreement without the prior, written approval of Contractor.
- C. Entire Agreement. This Agreement, including any schedules or other attachments that are incorporated herein by reference, contains the entire agreement among the Parties as to its subject matter. This Agreement merges all prior discussions among the Parties and no Party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.
- D. Waiver. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- E. Governing Law. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of South Carolina.
- F. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- G. Binding Obligations. The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

H. Amendment. Any amendment to this Agreement shall be effective only if in writing and duly executed by authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

City of Columbia

By: _____

Its: _____

Date: _____

Doctors Care, P.A.

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT A**SERVICES****Services to be provided to
Covered Individuals only:**

Annual Physicals
 Biometric Screening
 Strep Throat (rapid strep test)
 Flu (vaccinations and tests)
 Pregnancy tests (kit tests)
 Cough, cold, sore throat, fever
 Painful sinuses and ear infections
 Headaches and migraines
 Stomach Problems
 High Blood Pressure
 High cholesterol
 Arthritis
 Diabetes management
 Allergies and Rashes
 Urinary conditions
 Insect Bites
 Respiratory infections such as bronchitis
 Lacerations and bruises
 Work-related injuries
 Allergic reaction
 Bronchitis
 Nose bleed
 Urinary infection
 Burns
 Mild burns
 Minor cuts, punctures, and other wounds
 Strains and sprains

**Occupational Health Services
available to all employees as needed**

- Recruit physical – non-public safety
- Complete physical – public safety
- Physical – DOT
- EKG
- Pulmonary Function Test
- Vision Test
- Vital Signs
- Optional spirometry or audiogram

EXHIBIT B**SCHEDULING**

1. The Contracted Medical Team provided by Contractor to staff the Clinic shall consist of a physician assistant and a physician.
2. Services shall be offered at the Site Monday through Friday, from 7 a.m. until 5 p.m.

EXHIBIT C
COMPENSATION

1. Compensation for the provision of Services shall be as follows:

<u>Component</u>	<u>Billing Cycle</u>	<u>Amount</u>
Clinic Fee (including but not limited to Contracted Medical Team compensation and administrative services)	Monthly	\$59,912.25 per month
Pharmacy Fee for legend and non-legend pharmaceuticals dispensed at Site	Monthly	Based on items dispensed per month
Supply Fee for consumables utilized at Site (including but not limited to injections, vaccines, gloves, hand sanitizer, first aid supplies, general supplies)	Monthly	Based on costs incurred per month
Laboratory Fee for laboratory tests that are sent to off-site contracted lab for analysis	Monthly	Based on tests ordered per month
City Clinic Wellness Coordinator	Monthly	\$5,833.33 per month

2. The compensation paid to Contractor is intended to reflect fair market value for the Services provided pursuant to this Agreement.
3. Within fifteen (15) days of the end of each calendar month, Contractor shall submit an invoice or amounts due under this Agreement. Purchaser shall compensate Contractor for the Services no later than the fifteenth (15th) day after the receipt of the invoice.



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a one year Contract Extension for Auditing Services ending June 30, 2018, as requested by the Finance Department. Award to Webster Rogers, LLP in an amount not exceed \$134,000.00. This firm is located in Florence, SC.

REQUISITION NO.: R194200

FINANCIAL IMPACT: Funding Source: Accounting- Audit Costs 1011401 - 635600 \$67,450.00 Finance Water Admin - Audit Costs 5511409-635600 \$67,450.00. The original budgeted amount is \$135,000.00.

ORIGINAL BUDGET: \$135,000.00

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Webster Rogers LLC Contract (PDF)



Charleston • Columbia • Florence • Georgetown • Hilton Head • Myrtle Beach • Pawleys Island • Summerville • Sumter

September 10, 2018

Members of the Finance, Audit, and Budget Committee
 Mr. Stephen K. Benjamin, Mayor
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
City of Columbia
 P.O. Box 147
 Columbia, SC 29217

Dear Ladies and Gentlemen:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the **City of Columbia** (the "City"), which comprise governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2018, which collectively comprise the basic financial statements. We will also audit the financial statements of the **Columbia Development Corporation, TN Development Corporation, the Columbia Housing Development Corporation, Eau Claire Development Corporation, and the Columbia Empowerment Zone** as of and for the year ended June 30, 2018. You acknowledge that we are the group auditor of the City's basic financial statements as of and for the year ended June 30, 2018. We will not audit the financial statements of the Midlands Authority for Conventions, Sports, and Tourism. Those financial statements will be audited by other component auditors.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – General Fund
3. Notes to Budgetary Comparison Schedule
4. Schedule of the City's Contributions
5. Schedule of the City's Proportionate Share of the Net Pension Liability
6. Schedule of Changes in the City's Total OPEB Liability and Related Ratios
7. Schedules of Funding Progress and Employer Contributions – Other Post-Employment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in our auditor's report on the financial statements:

Members
 SC Association of Certified Public Accountants
 NC Association of Certified Public Accountants
 Members
 Division for CPA Firms, AICPA

An independently owned member
RSM US Alliance



1301 Gervais Street
 Suite 480
 Columbia, SC 29201
 803-312-0001 Fax 803-255-8886
www.websterrogers.com

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Members of the Finance, Audit and Budget Committee
 Mr. Stephen K. Benjamin, Mayor
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 September 10, 2018
 Page 2 of 8

1. Schedule of Expenditures of Federal Awards
2. Combining Balance Sheet – Nonmajor Governmental Funds
3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds
4. Combining Statement of Fund Net Position – Nonmajor Proprietary Funds
5. Combining Statement of Revenues, Expenses, and Changes in Net Position – Nonmajor Proprietary Funds
6. Combining Statement of Cash Flows – Nonmajor Proprietary Funds
7. Combining Statement of Fund Net Position – Internal Service Funds
8. Combining Statement of Revenues, Expenses, and Changes in Net Position – Internal Service Funds
9. Combining Statement of Cash Flows – Internal Service Funds
10. Combining Statement of Fiduciary Net Position – Fiduciary Funds – Private Purpose Trust Funds
11. Combining Statement of Changes in Fiduciary Net Position – Fiduciary Funds – Private Purpose Trust Funds
12. Statement of Changes in Assets and Liabilities – Agency Fund
13. Schedule of Fines, Assessments and Surcharges

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Statistical Section Information
2. Introductory Section Information

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of the City as of June 30, 2018, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Uniform Guidance; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, or requirements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the finance, audit, and budget committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Members of the Finance, Audit and Budget Committee
 Mr. Stephen K. Benjamin, Mayor
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 September 10, 2018
 Page 3 of 8

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

- General Fund
- County Services Fund
- Water and Sewer Facilities Fund
- Parking Facilities Fund
- Accommodations Tax Fund
- Tourism Development Convention Center Fund
- Liquor Permit Fund
- Business Improvement District Fund
- Hospitality Tax Fund
- Confiscated Drug Program Fund
- Other Programs Fund
- Community Development Grants and Awards Fund
- Federal Grants Fund
- Debt Service Fund
- Congaree Vista District Fund
- Columbia Parking Facilities Corporation Fund
- Public Facilities Corporation Fund
- Streetscaping Fund
- General Capital Projects Fund
- Miscellaneous Projects Fund
- Anna Dickson Park Trust Fund
- Hydro-Electric Facilities Fund
- Stormwater Facilities Fund
- Redevelopment Programs Fund
- Parks and Recreation Camp Fund
- Economic Development Fund
- Fleet Management Fund
- Support Services Fund
- Risk Management Fund
- Private Purpose Trust Funds
- Agency Funds

The component units whose financial statements you have told us are to be included as part of the City's basic financial statements are listed here:

1. Columbia Development Corporation
2. Columbia Housing Development Corporation
3. Eau Claire Development Corporation
4. Midlands Authority for Conventions, Sports, and Tourism
5. TN Development Corporation
6. Public Facilities Corporation (blended)
7. Columbia Parking Facilities Corporation (blended)
8. Columbia Empowerment Zone, Inc.

The federal financial assistance programs that you have told us that the City participates in and that are to be included as part of the single audit are listed here:

1. Promote Wise Use of Natural and Human Resources 10.902
2. Economic Adjustment Assistance 11.307
3. Community Development Block Grant 14.218
4. Community Development Block Grant – Disaster Relief 14.228
5. HOME Loan Program 14.239
6. HUD Housing Opportunities for People with AIDS 14.241
7. Crime Victim Assistance 16.575
8. Ceasefire Columbia 16.609
9. Public Safety Partnership and Community Policing Grants 16.710
10. Edward Byrnes Memorial Justice Assistance Grant Program Cluster 16.738

Members of the Finance, Audit and Budget Committee
 Mr. Stephen K. Benjamin, Mayor
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11. State and Community Highway Safety 20.600
12. Interagency Hazardous Materials Public Sector Training and Planning Grants 20.703
13. Hospital Preparedness Program and Public Health Emergency Preparedness 93.074
14. Disaster Grants – Public Assistance (Presidentially Declared Disasters) 97.036
15. Homeland Security Grant Program 97.067
16. Staffing Grant 97.083

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Members of the Finance, Audit and Budget Committee
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 September 10, 2018
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Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the RSI and supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The finance, audit, and budget committee is responsible for informing us of its views about the risks of fraud or abuse within the entity and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us in any public or private securities offering.

Because WebsterRogers LLP will rely on the City and its management and the finance, audit, and budget committee to discharge the foregoing responsibilities, the City holds harmless and releases WebsterRogers LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, WebsterRogers's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Additionally, we require that any reproduction of our audit reports be included only with a complete presentation of all financial statements, footnotes, and supplemental schedules, as applicable, as referenced in the audit report.

The City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jeff Palen, Chief Financial Officer, Jan Alonso, Finance Director, and other City accounting staff at an audit planning meeting at the City on June 21, 2018. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

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In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the preparation of the financial statements. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States (GAS) require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Columbia, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Jeff Palen, Chief Financial Officer, possesses suitable skills, knowledge, or experience and that the individual understands the preparation of the financial statement services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Jeff Palen, Chief Financial Officer, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Jeff Palen will assume all management responsibilities for subject matter and scope of the preparation of the Comprehensive Annual Financial Report (CAFR).
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of the City of the objectives of the non-audit service, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

WebsterRogers LLP may mention the City's name and provide a general description of the engagement in the firm's client lists and marketing materials.

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from the City personnel.
2. Timely responses to our inquiries.
3. Timely completion and delivery of client assistance requests.
4. Timely communication of all significant accounting and financial reporting matters.
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$134,900 unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate WebsterRogers LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of WebsterRogers LLP.

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In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of WebsterRogers LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of WebsterRogers LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the CAFR is to consist of preparing the statistical schedules and the introductory section based on information the City provides. There will be additional fees of \$16,000 for this work.

Claim Resolution

The City and WebsterRogers LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by WebsterRogers LLP, or the date of this arrangement letter, if no report has been issued. The City waives any claim for punitive damages. WebsterRogers LLP's liability for all claims, damages, and costs of the City arising from this engagement is limited to the amount of fees paid by the City to WebsterRogers LLP for the services rendered under this arrangement letter.

Information Security – Miscellaneous Terms

WebsterRogers LLP is committed to the safe and confidential treatment of the City's proprietary information. The firm is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide WebsterRogers LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and members of city council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ended June 30, 2018, in relation to the City's financial statements as a whole.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by the Uniform Guidance, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between WebsterRogers LLP and the City superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Members of the Finance, Audit and Budget Committee
 Mr. Stephen K. Benjamin, Mayor
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 September 10, 2018
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Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy [as a "pdf" (portable document format) or other replicating image] of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents, if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return the attached copy of this letter to indicate your acknowledgment of and agreement with the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

WebsterRogers LLP



Ellen K. Adkins, CPA
 Partner

Confirmed on behalf of the addressee:

Stephen K. Benjamin, Mayor

Teresa B. Wilson, City Manager

Jeffery M. Palen, Chief Financial Officer



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Renewal for IFAS Software Maintenance Support Services, as requested by the Budget and Program Management Department. Award to Superion in the amount of \$204,034.14. This firm is located in Lake Mary, FL.

REQUISITION NO.: R194501

FINANCIAL IMPACT: Funding Source: Program Management Office-Maintenance & Service Contract 6218950-638200. The original budgeted amount is \$204,034.14.

ORIGINAL BUDGET: \$204,034.14

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

ATTACHMENTS:

- **#a:** Superion Invoice (PDF)

R194501 VO15483



SUPERION

1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@Superion.com

Invoice

Invoice No
217823

Date
10/31/2018

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R.H. 11-29



Bill To
City of Columbia, SC
PO Box 147
COLUMBIA SC 29217
United States

Ship To
City of Columbia, SC
1737 Main Street
COLUMBIA SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/30/2018

Description	Units	Rate	Extended
Contract No. 120714			
1 ONESolution Applicant Online - Annual Maintenance Fee OS - Applicant OnLine Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$3,539.03	\$3,539.03
Contract No. 101403			
2 ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$4,030.55	\$4,030.55
3 ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
Contract No. COLUMBIA-1			
4 ONESolution Cash Receipts - Annual Maintenance Fee OS - Central Cashiering Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
5 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$181,350.92	\$181,350.92
6 ONESolution Bid Online - Annual Maintenance Fee OS - Bid Online Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
7 ONESolution Hassle Free Support Annual Maintenance Fee - Annual Maintenance Fee OS - Hassle Free Support Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
8 ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
9 ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00



1000 Business Center Drive
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www.Superion.com
Toll free 800-727-8088

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Billing Inquiries: Accounts.Receivable@Superion.com

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/30/2018
	Description	Units	Rate	Extended	
10	ONESolution Finance Work Orders - Annual Maintenance Fee OS - Work Order Management Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
11	ONESolution Grants Management - Annual Maintenance Fee OS - Grant Management Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
12	ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
13	ONESolution Bid and Quote Management - Annual Maintenance Fee OS - Bid & Quote Management Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
14	ONESolution Contract Management - Annual Maintenance Fee OS - Contract Management Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
15	ONESolution Project Allocation - Annual Maintenance Fee OS - Project Allocation Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
16	ONESolution Position Budgeting - Annual Maintenance Fee OS - Position Budgeting Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
17	ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
18	ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	
19	ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00	



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/30/2018

	Description	Units	Rate	Extended
20	ONESolution Finance Other - Annual Maintenance Fee OS - GUI Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
21	ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
22	ONESolution Stores Inventory - Annual Maintenance Fee OS - Stores Inventory Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
23	ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
24	ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
25	ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
26	ONESolution Job/Project Ledger - Annual Maintenance Fee OS - Job Project Ledger Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
27	ONESolution Person/Entity - Annual Maintenance Fee OS - Person/Entity Database Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
28	ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00
29	ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00



Invoice

Invoice No
217823

Date
10/31/2018

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Billing Inquiries: Accounts.Receivable@Superion.com

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City of Columbia, SC
1737 Main Street
COLUMBIA SC 29201
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/30/2018

Description	Units	Rate	Extended
30 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable/Encumbrances Maintenance: Start:12/1/2018, End: 11/30/2019	1	\$0.00	\$0.00

Please make remittance payable to Superior, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@superion.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$188,920.50

Tax \$15,113.64

Invoice Total \$204,034.14

Payments Applied \$0.00

Balance Due \$204,034.14



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of a Timekeeping Equipment, as requested by the Information Technology Services Department. Award to Kronos Inc., in the amount of \$268,466.40. This vendor is located in Lowell, MA.

REQUISITION NO.: R193921

FINANCIAL IMPACT: Funding Source: Capital Lease IT and Maintenance and Service Contracts; 6218992 - 627500. The original budgeted amount \$268,466.40.

ORIGINAL BUDGET: \$268,466.40

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

We are seeking City Council's approval for the purchase of new time clocks to replace previous vein reader systems.

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.

The subsequent purchase order will serve as the official contract instrument for this procurement.

ATTACHMENTS:

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



Order Form

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851
Telephone: 1-978-250-9800

Quote# 621754 - 1
Date: 15-OCT-2018
Page: 1/2

Payment Terms N30
Customer PO Number

Bill To Attn:Accounts Payable
THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA
SC 29217
United States

FOB DESTINATION
Freight Term Prepay & Add
Ship Method

Sales Representative Hammond, Ryan T
Order Type Upgrade US

Ship To Attn:ERIC GOODWILL-2ND FL, STE 202/204
CITY OF COLUMBIA/IT
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA
SC 29201
United States

License Contact Eric Goodwill
License Email ecgoodwill@columbiasc.gov

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended

Line	Product	Product Description	Payment Terms	Units	Qty	License Capacity /Billing Role	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	8609100-007	KRONOS INTOUCH 9100 H4,STANDARD,SMART CARD	N30	EA	60		2,988.00	179,280.00
1.0.1	DEPOTEX-INTOUCH	Depot Exchange Support Service Duration: 1 YR	N30	CON	60		285.00	17,100.00
2.0	8609001-001	NORTH AMERICA POWER KIT FOR MOUNT OVER OUTLET, INTOUCH STD	N30	EA	60		0.00	0.00
3.0	8609015-001	LITHIUM-ION BACKUP BATTERY, INTOUCH	N30	EA	60		150.00	9,000.00
4.0	8609110-011	TOUCH ID OPTION FOR H4 INTOUCH	N30	EA	60		600.00	36,000.00
4.0.1	DEPOTEX-OPT	Depot Exchange Support Service Duration: 1 YR	N30	CON	60		120.00	7,200.00

Subtotal 248,580.00

Tax 19,886.40

Deposit 0.00

Total Less Deposit (USD) 268,466.40



THE CITY OF COLUMBIA

Signature: Teresa WilsonName: Teresa WilsonTitle: City ManagerEffective Date: 11/19/2018

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Annual Maintenance and Membership Fees for Target Solutions Online Training, as requested by the Fire Department. Award to Municipal Emergency Services, in the amount of \$65,662.92. This firm is located in Charlotte, NC.

REQUISITION NO.: R193868

FINANCIAL IMPACT: Funding Source: Fire Suppression- Software License 1012303-627510. The original budgeted amount is \$65,662.92.

ORIGINAL BUDGET: \$65,662.92

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** Sole Source (PDF)

Requisition # R193848JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Fire Division,

Target Solutions annual maintenance fees and
membership for Fire Dept. personnel

as a sole source procurement from MES

based upon the following justifications This has been our department's
current Training software since 2012. We are happy
with this product and do not wish to change.

This sole source is valid through June 30, 2019

Amount \$ 65,662.92

Fire
Department

Robert D. Jenkins
Signature of Department Head

12-4-2018
Date

Shannon L. Kizewski
Signature of Purchasing Agent

12/5/2018
Date

***Form must be route in
the order of the signatures***

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be produced
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 07/2018)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.



10805 Rancho Bernardo Road
Suite 200
San Diego, CA 92127

March 13th, 2018

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

Dear Mr. Cothran,

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

This letter is to inform you that MES is the sole authorized distributor for the TargetSolutions platform.

If you should have any questions regarding this, please call me at 858.592.6880 x 3103.

Thank you!

Regards,

Phil Coons
Director of Sales
phil.coons@targetsolutions.com



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of 3D Laser Scanners for the Traffic and Crime Scene Investigation Divisions, as requested by the Police Department. Award to FARO Technologies, a Sole Source in an amount not to exceed \$77,313.28. The vendor is located in Lake Mary, FL.

REQUISITION NO.: R193725

FINANCIAL IMPACT: Funding Source: US Justice Grants Control - Auto, Trucks, Heavy Equipment - Crash & Crime Scene 3D Scanner; 2659999-658500, JL 9211000117-658500. The original budgeted amount is \$77,313.28.

ORIGINAL BUDGET: \$77,313.28

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

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

Requisition # R193725JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.16 of the City of Columbia, S.C. Procurement Regulation.

This Department proposes to procure for the Police Traffic/CSI Division.
Faro 3-D Scanner

as a sole source procurement from Faro
 based upon the following justifications: Faro Technologies is the sole developers
and manufacturer of Faro Scanners and software. Faro is also the sole source for
its GSA product pricing. It is a fully integrated system designed specifically
for Public Safety

This sole source is valid through June 30, 2016 Amount \$ 76787.19

Police
 Department

MA Allen
 Signature of Department Head

11/8/18
 Date

Shirley J. Dyer
 Signature of Purchasing Agent

11/12/18
 Date

Ed Combs
 Signature of Finance Director

11/13/18
 Date

Rob Farn
 Signature of Asst. City Manager

11/19/2018
 Date

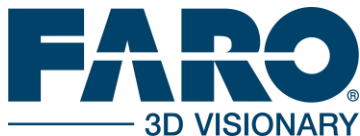
Cheryl Wilson
 Signature of City Manager

11/19/18
 Date

- Notes: (1) Enter Division Name
 (2) Enter description of goods or services to be procured
 (3) Enter name of sole source contractor
 (4) Enter the basis of sole source procurement

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 08/2015)

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties. Such delivery may occur by facsimile or email/pdf and any counterparts exchanged in this manner shall be considered originals.


FARO Technologies

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

 Nasdaq: FARO
www.FARO.com

To Whom It May Concern:

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus^{3D}, Focus^S and Focus^M Laser Scanners, SCENE[™] software, FARO Zone[™] 3D and FARO Zone[™] 2D software. FARO is also the sole provider of hardware and software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, Scene Software and FARO Zone software. FARO is also the sole source for its GSA product pricing for the above products and services.

FARO Technologies was founded in 1981 and is a global leader of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida with European regional headquarters in Stuttgart, Germany and Asia/Pacific regional headquarters in Singapore. FARO has branches in Brazil, Mexico, Germany, United Kingdom, France, Spain, Italy, Poland, Netherlands, India, China, Singapore, Malaysia, Vietnam, Thailand and Japan.

As the world's most trusted source for 3D measurement, imaging and realization technology, FARO Technologies develops and markets computer-aided measurement and imaging devices and software. Technology from FARO permits high-precision 3D data capture, measurement, imaging and comparison. The devices are used for inspecting, planning and documenting spaces or structures in 3D including law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post blast investigation, fire and security pre-plans, bullet trajectory, and bloodstain pattern analysis, and virtual reality.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the time and increase the effectiveness of documenting, measuring, and analyzing forensic scenes. FARO Focus Laser Scanners deliver a unique combination of advantages including lightweight, affordability, and precision. FARO is also the sole developer and supplier of FARO Zone[™] 3D and 2D software which leverages technology from its acquisitions of FARO CAD Zone[™] and FARO Reality[™] (ARAS360) Software companies. Known for our commitment to service, FARO prides itself with having service and support personnel around the world with law enforcement expertise.

FARO's 3D Forensic Laser Scanning Solution is a fully integrated system designed specifically for Public Safety and Forensic applications. The solution integrates FARO's Focus Laser Scanner, certified Advanced Forensic Training program for crash, crime, fire, and security professionals, maintenance, warranty, Scene point cloud optimization suite, and exclusive FAROZone 3D software package with advanced forensic tools including Blood Stain Analysis, Bullet Trajectory, Fire, Explosion, and extensive Crash analysis tools such as Crush, Linear Momentum Analysis, Skid Analysis, Critical Speed Yaw, and Slope Calculator.

With hundreds of thousands of units sold and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, federal governments, various intelligence organizations, the US military, and many state and municipal law enforcement agencies.

Kind Regards,

Jeff Ruiz | Vice President | Public Safety Forensics
 Nasdaq: FARO | jeff.ruiz@faro.com | www.faro.com

Tax ID: 59-3157093 • DUNS: 61-730-8929 • CAGE: 0VGY2 • ISO Certified • GSA Schedule 84 Contract GS-07F-197GA



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No:
Fax No:
Email:

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20204647
Quote Date: 08/30/2018
Expiration Date: 11/30/2018
Regional Manager: Dennis Sweet
Account Manager: Patrick Watson
Sales Support: Emily Robinson
Ship: Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW ORIGIN
Delivery Date: 4-6 Weeks

Bill To :
Columbia South Carolina Police
1 Justice Sq
Columbia SC 29201-3165
US

Ship To :
Columbia South Carolina Police
Major R.J. Hines
1 Justice Sq
Columbia SC 29201-3165
US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-150	3D_HW_LS_FocusS 150 Laser Scanner FocusS 150 ships with: 1 FocusS 150, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the lead-time may take 6 weeks or more after receipt of written order.	47,600.00	0.00	47,600.00

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
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1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc	0.00	0.00	0.00
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Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of Laser Scanner.

1	SOFTL0002	*OPEN MARKET ITEM Single User Hard Lock	181.36	0.01	181.35
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Hard lock (USB Dongle) for one single user license.# Software licenses purchased separately.# Can be used together with SCENE, CAM2, FaroZone or As-Built Software products

1	SOFTS0900	3D_SW_SC_Scene	5,540.55	0.00	5,540.55
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FARO SCENE Software. Process, register, view and work on 3D Laser scan data. Includes 1-year of software maintenance

1	ACCSS8001	3D_AC_LS_FocusS Battery	525.94	0.00	525.94
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Power Block

Power Block battery for FARO Focus S and Scan Localizer





Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.	997.42	0.00	997.42
1	APPS01002	3D_SW_AP_SCENE Video Pro App SCENE Video Pro App, for SCENE single user license Plug-in for SCENE to create animated videos from scan data.	1,215.11	0.00	1,215.11
					
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,305.79	0.00	1,305.79
1	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract. *OPEN MARKET ITEM	2,257.93	0.00	2,257.93



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.	7,462.97	0.00	7,462.97
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license.# Software licenses purchased separately.# Can be used together with SCENE, CAM2, FaroZone or As-Built Software products	181.36	0.01	181.35
1	SOFTD51002-XGD	FARO Zone 3D Advanced Crossgrade Digital Customer loyalty pricing for existing FARO software customers who want to switch to FARO Zone 3D Advanced with point cloud compatibility. Includes one (1) year of maintenance. Digital Download.	1,355.59	0.00	1,355.59
3	SMA51002	FARO Zone 3D Advanced Maintenance FARO Zone 3D Advanced annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan.	987.45	0.00	2,962.35



Order Total:	71,586.37
Discount Amount:	-0.02
Shipping Total:	0.00

Total in USD:	71,586.35
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Estimated Taxes	5,200.84
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Estimated Total	76,787.19
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Sign X _____ Date _____



Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005

Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS07F197GA.

Expiration of contract 9/27/2022.

GSA STANDARD TERMS AND CONDITIONS OF SALE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
FSC GROUP: 66 FSC CLASSES

SPECIAL ITEM NUMBER 627-1007 # Scientific Equipment and Services

FARO TECHNOLOGIES, INC

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32748
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: GS07F197GA

Period Covered by Contract: 9/28/2017 # 9/27/2022

General Services Administration
Federal Acquisition Service
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

INFORMATION FOR ORDERING ACTIVITIES:

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
☐ The Geographic Scope of Contract will be overseas delivery only.
☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockbox Address:
Faro Technologies, Inc.
PO Box 116908
Atlanta, GA

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card. Wire transfer information can be obtained from the local sales representative or the accounting department.

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 61-730-9929
 Block 30: Type of Contractor # C

- A. Small Disadvantaged Business
 B. Other Small Business
 C. Large Business
 G. Other Nonprofit Organization
 L. Foreign Contractor

Block 31: Woman-Owned Small Business - YES
 Block 35: Contractor's Taxpayer Identification Number (TIN):

19-0296514

4a. CAGE Code: 0VGY2

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE:

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER 627-1007 DELIVERY TIME (Days ARO)
 30-45 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance
 b. Quantity none
 c. Dollar Volume none
 d. Government Educational Institutions Same
 e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

9. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 627-1007 New Equipment.

11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).

13. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (e.g., Net Scape). The Internet address is <http://www.gsadvantage.gov>.

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

17. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

18. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

19. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (38 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant.

Yes ☒ XNo ☐The EIT standard can be found at: www.Section508.gov/.

20. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order #

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

21. SOFTWARE INTEROPERABILITY.

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.cora.gov>.

22. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
Scientific Equipment and Services (SPECIAL ITEM NUMBER 627-1007)****1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

SELF INSTALLATION

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered, and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial price list will apply to this contract.

Warranty Coverage

The limited warranty covers defects in materials and workmanship in our customers' brand products or other products sold by FARO to the customer. All products sold by FARO will include a one year standard warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

FARO Arm and FARO Gage: 125 Technology Park, Lake Mary, FL 32746

FARO Laser Tracker and Focus 3D Scanner: 280 National Rd, Exton, PA 19341

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal for Armed Security Guard Services, as requested by the Police Department. Award to Security Management of SC, LLC using the South Carolina State Contract in an amount not to exceed \$405,000.00. The firm is located in Columbia, SC.

REQUISITION NO.: R193676

FINANCIAL IMPACT: Funding Source: Police Administrative Services - Professional Services;1012402-636600. The original budgeted amount is \$405,000.00.

ORIGINAL BUDGET: \$405,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** Security Management Contract - Full version (PDF)

STATE OF SOUTH CAROLINA

)

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COUNTY OF RICHLAND

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CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the City of Columbia (hereinafter called the "City"), its successors and assigns, and Security Management of SC, LLC (hereinafter called the "Contractor") as of the date of the last signature hereto.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Contractor; and

WHEREAS, the Contractor agrees to provide such services, and abide by the terms and conditions contained in the State of South Carolina Contract 4400014811 to the extent that they do not conflict with these terms and conditions, and the negotiated rates and terms provided herein.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the security services for seven (7) City of Columbia facilities as outlined herein.

2. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Contractor shall in a satisfactory and proper manner as determined by the City provide on-site, uniformed, armed security guards at the City of Columbia locations outlined in Exhibit A, attached hereto.

3. SUPPLEMENTAL OR ADDITIONAL SERVICES

From time to time and for various reasons, the City may identify supplemental or additional services that may be required of the Contractor or the Contractor may recommend supplemental or additional services to the City. If additional services are identified through the course of this contract period, the Contractor and the City shall agree to negotiate the costs of those services in a fair and equitable manner. Such services may include providing security services at additional sites and/or special events.

The Contractor shall present a written proposal for supplemental or additional services as requested by the City, to include a scope and an hourly rate(s) based upon the rates as shown in Exhibit A, attached hereto. Upon completion of each task, the Contractor shall present an invoice for payment of work performed based upon the task proposal.

- A. For each supplemental or additional service, the City and the Contractor shall jointly develop, to the extent practical, a scope of services and method of compensation for the supplemental or additional proposed related services.
- B. The Contractor shall not proceed with any services under this Contract without written approval and a Purchase Order issued by the City and approved by the City Manager, City Council and/or a duly authorized city representative.

4. TERM OF CONTRACT

This Contract shall be effective for a total of two (2) years and eight (8) months, beginning May 1, 2018 and ending on December 31, 2020. A statement of work shall be added on a calendar year basis per year. The initial term is defined as May 1, 2018 – December 31, 2018, Year two (2) is defined as January 1, 2019 – December 31, 2019, and Year 3 is defined as January 1, 2020 – December 31, 2020.

This Contract may be renewed for two (2) additional one (1) year periods at the request of the City. This Contract shall expire at such time as the tasks as outlined are complete, or the total compensation provided for herein is reached, whichever is later.

5. SCHEDULE FOR COMMENCEMENT AND COMPLETION OF SERVICES

Time is of the essence. The Contractor shall commence services after issuance of a valid City of Columbia purchase order and Notice to Proceed (NTP). The Contractor shall not perform work or incur any costs associated with the contract prior to the effective date of the Contract. Contractor shall not perform any work prior to the receipt of a purchase order and NTP. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the Contract and issuance of a valid purchase order and NTP.

6. COMPENSATION

Contractor will comply will all applicable laws, rules and regulations, procedures, and directives.

- A. This Contract shall be effective for an initial term of eight (8) months and may be renewed four (4) additional one (1) year periods. Maximum compensation for the initial term to be paid by the City to the Contractor under this Contract shall be for services rendered, billed on an hourly rate basis and shall not exceed Two Hundred Fifty Seven Thousand, Five Hundred Thirty and 45/100 Dollars (\$257,530.45), as more fully defined in Exhibit A, attached hereto. Any amendments and/or change order requests must be properly submitted and approved by the City of Columbia's Department of Procurement and Contracts.

B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each prior month based on hourly cost per location during the term of this Contract. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subcontractors services, specified in the Contract, and identify if the subcontractor is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

C. Invoicing Procedure:

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Contractor'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 Contractor's invoice.
3. The work completed on the Contractor's project schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.
4. The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
5. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
6. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
7. All invoices shall include a valid Purchase Order number on the bill; if 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 Contractor's invoice.

8. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
9. The Contractor shall submit receipts for all actual expenses.
10. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
11. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
12. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
13. The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

D. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, subcontractors 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 Contractor or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

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

E. SUBCONTRACTING GOALS

As a result of this Contract, the subcontracting goals are as follows:

<u>OVERALL 3 YEAR TERM</u>	<u>YEAR 1</u>
SB Goals _____%	SB Goals _____%
MBE _____%	MBE _____%
WBE _____%	WBE _____%
Other _____%	Other DBE _____%

The Contractor will also be expected to ensure subcontractor performance during the term of this Contract and include optional periods as applicable. Achievement of these goals is expected during the life of the Contract, including any extensions of this Contract.

- F. The Contractor shall make sub consulting opportunities available to a broad base of qualified subcontractors to ensure maximum participation from Local Business Enterprise (LBE) and Disadvantaged Business Enterprises (DBE). The targeted DBEs shall include, but may not be limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

G. The Contractor shall, in performance of the Contract, only use those subcontractors in Exhibit D upon which the Contractor's proposal was based. Subcontractors substitutions shall only be made with the City's approval. The Contractor shall enter into contracts with those subcontractors, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Contract. Such Contracts shall be contingent upon award of the Contract by the City and the City's Notice to Proceed to the Contractor.

H. Prompt Payment to Subcontractors and Material Suppliers

1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City as outlined in Exhibit B.
2. In addition, all Retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Contractor for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes between the Contractor and subcontractors.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every contract with the City.

6. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. The Contractor agrees that he/she and all personnel will abide by a strict confidentiality agreement with regards to any and all activities related to this project and public safety throughout the City. At no time shall the Contractor communicate with any party other than those designated by the City Manager, Chief of Police or their designees any information pertaining to investigations, discoveries or on-going cases involving the services secured via this contract to include data reviewed, requested and/or provided to the City. In the event that Contractor receives a request, in any form (including but not limited to verbal or written requests or demands, subpoena, search warrant or Court order), of reports, data, records or documents prepared, assembled or maintained by Contractor, Contractor shall notify City within eight (8) hours of Contractor's receipt of such request or demand.

8. ACCESS TO RECORDS

The Contractor shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract. All requests for access to Contractor's records shall be made in writing.

9. COPYRIGHT

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

10. AMENDMENTS

The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

11. ASSIGNABILITY/SUBCONSULTING

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

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

12. INDEPENDENT CONTRACTOR

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

Contractor is solely responsible for the proper training and licensure of Contractor's employees, agents, and subcontractors and assumes any and all liability for their actions while providing services under this Contract. Each employee of Contractor or any subcontractor shall read and sign an acknowledgement of having read the City's Use of Force Policy and return the acknowledgement to the city prior to commencing work under this Contract.

13. TERMINATION OF CONTRACT

The City may terminate this Contract 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 Contract in any annual budget;

B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause; in the event that the Contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the Contract plus term percent (10%) for overhead and profit. There shall be deducted from such

sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the Contract. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment;

E. Upon expiration of the term of this Contract; and

F. By mutual Agreement.

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

14. DUTIES UPON TERMINATION

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

15. INTEREST OF CONTRACTOR

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

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

16. ETHICS

Contractor and any subcontractor(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;

B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

C. 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.

17. INDEMNIFICATION

The Contractor shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Contractor, its subcontractors, officers, agents and employees of any of the Contractor's obligations under this Contract. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

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

The obligations under this paragraph 17 shall survive termination of this Contract.

18. INSURANCE

A. The Contractor shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work

on the project under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

1. Commercial General Liability Insurance: Coverage in an amount not less than the 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
2. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

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.

1. The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
2. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any sub-contractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract and any renewals. 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, except the City shall not be named as Additional Insured on Contractor's Professional Liability and Workers Compensation insurance.

19. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these requirements in all subcontracts for program work.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under the Contract. The Contractor shall be responsible for any costs relating to same.

The Contractor shall procure and maintain a City of Columbia business license while performing services under this Contract.

22. PERSONNEL

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

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

23. GOVERNING LAW

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

24. BREACH / WAIVER

The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Contract 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 the Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Contract shall not constitute waiver of a subsequent breach.

25. NOTICES

A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Contractor shall be made by registered mail; return receipt in the United States Mail, postage prepaid and addressed to Security Management, 2712 Middleburg Drive, Suite 207, Columbia, South Carolina 29204.

26. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by the Contract.

27. REMEDIES

The Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Contract prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

28. SUCCESSORSHIP

The Contract shall be binding upon the Contractor and upon its successors and assignees.

29. WHOLE CONTRACT

The Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Contract.

30. MISCELLANEOUS

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

B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Contract, if any, shall not be construed against the City.

C. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

D. The Contract is subject to City Council approval.

IN WITNESS WHEREOF, the City and the Contractor have entered into this Contract as of the date first above written.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

WITNESSES AS TO
SECURITY MANAGEMENT OF SC, LLC:

SECURITY MANAGEMENT OF SC, LLC

BY: _____

TITLE: _____

DATE: _____

By: _____

R. J. Hines, Police Major

By: _____

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

APPROVED AS TO FORM

 4/12/18
Legal Department City of Columbia, SC

Exhibit A



February 6, 2018

Monique Morphis
PURCHASING
Columbia Police Department
1 Justice Square
Columbia, South Carolina 29201

Monique,

It was a pleasure meeting with you, Major Hines and Major Martin yesterday, to discuss the security needs at several City of Columbia locations. During our meeting, we discussed security needs for seven (7) City of Columbia facilities. Major Hines also provided documentation that contained a facility overview and security coverage expectations for each of these locations. We have carefully reviewed these documents, and determined the following:

Based on our calculations the following shall represent a breakdown of the Security Coverage for each of the (6) six locations, to include our Roving Supervisor:

1. Water and Sewer Administration Facility = 216 Hours per week
2. Purchasing and Procurement Facility = 52.5 Hours per week
3. Public Works Facility = 216 Hours per week
4. Lake Murray Water Plant = 168 Hours per week
5. Waste Water Facility = 42.5 Hours per week
6. Canal Water Plant Facility = 168 Hours per week
7. 1136 Washington Street = 105 Hours per week
8. Roving Supervisor = 40 Hours per week

Proposed Billing Information:

The following shall represent the Billing information I shared with Major Hines:

Straight Time Hourly Bill Rate per Officer: \$14.28 per hour

* Holiday Rate: \$21.42 per hour

** Rate for Hours worked over 40 per week at the Purchasing and Procurement Facility: \$21.42, (mainly 12.5 hours per week) and the hours worked over 40 at the Waste Water Facility (mainly 2.5 hours per week)

Roving Supervisor Bill Rate: \$22.85 (Based on a 40 hour per week schedule)

*Security Management of South Carolina recognizes the following seven (7) holidays:
New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
and Christmas Day

**This \$ 21.42 per hour billable overtime rate would also be utilized on City holidays and
Operational Shut Down days at the Water & Sewer Administration facility and the Public Works
facility. This billed overtime rate shall cover the extra / additional hours due to the City Holiday
and any required operational shut downs.

Should you require any further information or have any questions, please do not hesitate in
contacting me at any time. As soon as we receive your approval to start service, we are prepared
to follow the startup schedule provided by Major Martin during our meeting yesterday.

Sincerely,

Randy Starkey

Randy Sturkey
CSO/Business Development
O: 803-775-1259 ext. 107
C: 803-983-4294
r.stukey@securitymanagementsc.com
www.securitymanagementsc.com

CC: Major Rick J. Hines, Major Randy Martin

Exhibit A Cost Proposal per Location**Security Management Cost Breakdown**

Location	Hrs Per Week	Wages	Total Cost Per Week
Water and Sewer Administration Facility	216	\$ 14.28	\$ 3,084.48
Procurement and Contracts Facility	40	\$ 14.28	\$ 571.20
Overtime	12.5	\$ 21.42	\$ 267.75
Public Works Facility	216	\$ 14.28	\$ 3,084.48
Lake Murray Water Plan	168	\$ 14.28	\$ 2,399.04
Waste Water Facility	40	\$ 14.28	\$ 571.20
Overtime	2.5	\$ 21.42	\$ 53.55
Canal Water plant Facility	168	\$ 14.28	\$ 2,399.04
1136 Washington Street	105	\$ 14.28	\$ 1,499.40
Roving Supervisor	40	\$ 22.85	\$ 914.00

Total for 14 weeks:	\$ 207,817.96
Total for 52 weeks	\$ 771,895.28

EXHIBIT B - PROMPT PAYMENT AFFIDAVIT

Contractor 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. ____ Subcontractors, 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 subcontractors 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 subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. 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 for Construction.

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



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Director*

SUBJECT: Council is asked to approve Contract Amendment #2 for Environmental Services related to the Community Development Block Grant Disaster Recovery Program. Award to ESP Associates, Inc. in the amount of \$215,924.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: CDBG-DR. The original contract amount is \$668,776.00. Contract Amendment One was at no cost. The revised total contract amount is \$884,700.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** Agenda Request Contract Amendment ESG 12-16-18 (PDF)
- **#b:** 18002873 Contract - COC CDBG Disaster Recovery Program - Draft Admendment for ESP and Draft SOW for New Environmental Contract (PDF)
- **#b:** ESP Contract#2 11152018 (PDF)



We Are Columbia

Community Development Department

1225 Lady Street, Columbia, South Carolina 29203 • Phone: 803-545-3373 • Fax: 803-255-8912

INTEROFFICE MEMORANDUM

DATE: December 4, 2018

TO: Teresa Wilson, City Manager
Erika Moore, City Clerk

FROM: Gloria Saeed, Community Development Director *GS*

SUBJECT: Request for City Council Agenda – December 18, 2018 – City of Columbia CDBG Disaster Recovery Program - Contract Amendment #2 with ESP Associates, Inc.

We are requesting to have the attached contract amendment presented to City Council for approval.

The contract amendment is to compensate the professional services firm, ESP Associates, Inc., for providing the remaining environmental services for the Community Development Block Grant (CDBG) Disaster Recovery Program. The original contract price is \$668,776.00. The total cost for additional work is estimated at \$215,924.00.

Please contact me at 545-3766 if any questions regarding this item.

Thank you.



Agreement for Environmental Services
City of Columbia CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

ESP Associates, Inc. (f/k/a, ESP Associates, P.A.) and City of Columbia, South Carolina

Contract Amendment #2

December 16, 2018

Description of Change: Request changes in Agreement for Environmental Services between the City of Columbia and ESP Associates, Inc. (f/k/a, ESP Associates, P.A.) dated December 16, 2018 to compensate the professional services firm for providing the remaining environmental services for the Community Development Block Grant (CDBG) Disaster Recovery Program. This amendment increases the Line Item quantities for, Tier II Minor and Major Rehab Report, Lead Based Paint (LBP) Inspection and Testing, Paint Chip Samples and Lead Analysis, Extra wipe/soil Lead Samples, LBP Risk Assessments, Asbestos Inspection and Testing, Extra PLM Asbestos Samples, and Asbestos TEM Samples as provided in the original Cost Proposal and incorporated into the existing contract, which is attached hereto. (Exhibit A).

(Contract Amendment #1 to this contract, dated April 3, 2018, was a no-cost change amendment to add line items for lead-based paint risk assessments and post-abatement asbestos clearances per the contractor's proposal.)

A summary sheet identifies anticipated line items and estimated quantities of each item based on the outstanding information that the program may require. The quantities were determined based on properties that are presently in the program and are subject to change. The scope will follow the process and procedure presently utilized by the contract and program to complete the work. The schedule to complete the work will be dependent on the completion of the initial inspections and notification to proceed with inspections and collection of samples for specific properties. The program anticipates that the initial inspections will be completed this year. The program quantities are conservatively estimated because of potential property status changes.

This amendment does change the approved Not to Exceed contract amount of \$668,776. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Original Contract Price:	Not to Exceed \$668,776.00
Previous Change Orders:	\$ 0
This Change (addition):	\$ 215,924
Revised Contract Price:	Not to Exceed \$884,700.00

Estimate to Complete - March, 2019 Contract # RFP001-FY17-18-CDDR			
Task Description	Cost Per Unit	Modification # 2	
		Estimated # of Units Remaining to Complete	Estimated Cost
Tier 2 CEST Major Rehab	\$2,888	25	\$72,200
Tier 2 CEST Minor Rehab	\$985	44	\$43,340
LBP Inspection & Testing	\$614	60	\$36,840
Paint Chip Samples for Lead Analysis	\$27	6	\$162
LBP Risk Assessment	\$494	45	\$22,230
Extra Wipe/Soil Lead Samples (>11/site)	\$17	6	\$102
Asbestos Inspection & Testing	\$620	50	\$31,000
Extra PLM Asbestos Samples (>20/site)	\$17	150	\$2,550
TEM Asbestos Samples	\$50	150	\$7,500
LBP Clearance	\$816	0	\$0
Extra Wipe/Soil Lead Samples (>8/site)	\$17	0	\$0
Asbestos Oversight (per day)	\$924	0	\$0
Asbestos Clearance (per day)	\$816	0	\$0
Extra PCM Asbestos Air Samples (>8/site)	\$17	0	\$0
TEM Asbestos Air Samples	\$65	0	\$0
ASTM Phase I ESA Report	\$1,515	0	\$0
CEST Public Facility Improvement - Canal Head Gates	\$34,574	0	\$0
CURRENT TOTAL FUNDED AMOUNT	\$668,776	+	\$215,924

Estimated quantities including contract approved unit prices.

This Change is Acceptable:

ESP Associates, Inc.:

Edward G. Horstkamp III
Please Print Name

Executive Vice President
Title

Signature

Date

City of Columbia:

By: _____
Gloria Saeed, Director of Community Development

By: _____
Missy Gentry, Assistant City Manager

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

Approval of Change: _____
Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #5 for Project SS7280; Sewer System Evaluation Study for Rocky Branch 01, as requested by Columbia Water. Award to Brown and Caldwell, Inc., in the amount of \$115,175.00.

PURPOSE: This is a Clean Water Program Project and Mentor Protégé Program Project. Brown and Caldwell of Columbia SC is the Mentor and will provide the overall project delivery which includes quality and completeness of sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration services at 56.5% (\$65,040) of the contract amendment value. 4D Engineering, a Minority Business Enterprise (Woman), of Lexington, SC is the Protégé and will provide assessment of sanitary sewer, reviewing data, creation of rehabilitation plans and providing full time inspection services at 43.5% (\$50,135) of the contract amendment value.

REQUISITION NO.: R158802

FINANCIAL IMPACT: Funding Source: 5529999-SS728801-658650. The original budgeted amount is \$115,175.00.

ORIGINAL BUDGET: \$115,175.00 (for Contract Amendment)

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Contract Amendment #5 is to compensate the Engineer for providing full time construction inspection services for a Sewer System Evaluation Study of Rocky Branch 01.

Agreement	Amount	Sub-consulting	Sub-consulting	DBE	DBE
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		participation	participation percentage	participation	participation percentage
Original Agreement	\$1,293,500.00	\$778,659.00	60.2%	\$778,659.00	60.2%
Contract Amendment #1	\$63,563.00	\$45,463.00	71.52%	\$45,463.00	71.52%
Contract Amendment #2	\$288,360.00	\$142,080.00	49.27%	\$142,080.00	49.27%
Contract Amendment #3	\$86,275.00	\$37,555.00	43.53%	\$37,555.00	43.53%
Contract Amendment #4	\$32,300.00	\$14,060.00	43.53%	\$14,060.00	43.53%
Contract Amendment #5	\$115,175.00	\$50,135.00	43.53%	\$50,135.00	43.53%
Revised Total Amount	\$1,879,173.00	\$1,067,952.00	56.83%	\$1,067,952.00	57.96%

Services to be performed will impact all City Council Districts. The Office of the City Attorney has approved the Contract Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** Rocky Branch 01 Agreement (PDF)
- **#b:** Rocky branch map (PDF)

Agreement for Engineering Services
Sewer System Evaluation Study for Rocky Branch 01
Project Number: SS7280

Brown and Caldwell, Incorporated and City of Columbia, SC

Contract Amendment # 5

November 16, 2018

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Brown and Caldwell, Incorporated (Engineer) dated July 15, 2014 (Agreement) to compensate Engineer for providing full time construction inspection services for a Sewer System Evaluation Study of Rocky Branch 01.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$ 1,293,500.00
Previous Amendments:	\$ 470,498.00
This Amendment (addition):	\$ 115,175.00
Revised Contract Price:	\$ 1,879,173.00

Additional funds are to be provided in the following manner: 5529999-SS728801-658650

This Change Is Acceptable:

Brown and Caldwell, Incorporated:

Wayne E. Iseman Wayne Iseman Date: 11/30/18
Signature (Please Print Name)
Title: Vice President

City of Columbia:

By: [Signature]
Joseph D. Jaco, P.E., Director of Utility Operations

By: [Signature]
Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: [Signature]
Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: _____
Teresa Wilson, City Manager

BrownandCaldwell.2018.SSE5RockyBranch01.SS7280.CA5.nj.doc

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia SC



COST CHANGE AMENDMENT 5

Mr. John Riggs, P.E.
Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29217

Subject: **PROJECT NAME:** Sewer System Eval Study (SSES) of Rocky Branch 01
CIP NUMBER: SS7280

Dear Mr. Riggs,

The rehabilitation of the sanitary sewer system in Rocky Branch Basin RB01 is underway. At the request of the City, Brown and Caldwell (BC) is assisting with full time construction inspection services. The contractor estimates final completion will occur on December 31, 2018.

Task 9 of the contract outlines the requirements of the full time construction inspection. Due to additional inspection requirements based of the construction contractors schedule, number of crews and day/night work operations, the following projected changes are requested for continued execution of this task:

I. SCOPE ADDITION/DELETION

Task 9 – Full Time Construction Inspection

Hours and Rates

Between August 20, 2018 through October 19, 2018 (9 weeks @ 76 hrs/week) of the project the breakdown between Brown and Caldwell and 4D Engineering will be:

BC Inspector: 38 hrs/week
4D Inspector: 38 hrs/week

Between October 22, 2018 through Decemer 31, 2018 (10 weeks @ 40 hrs/week) of the project the breakdown between Brown and Caldwell and 4D Engineering will be:

BC Inspector: 20 hrs/week
4D Inspector: 20 hrs/week

The total inspection hours estimated to complete the project is 1,084. The hours will be split 50/50 with the MPP partner, 4D Engineering for a total of \$1,067,952.

Brown and Caldwell – 542 hrs @ \$120/hr = \$65,040
4D Engineering – 542 hrs @ \$92.50/hr = \$50,135

Brown AND Caldwell

The hourly rate, which includes mileage and expenses, for the inspectors are:

BC Inspector: \$120/hour

4D Inspector: \$92.50/hour

Total additional inspection hours and compensation required for Task 9 are:

BC Inspector: 542 hours = \$65,040

4D Inspector: 542 hours = \$50,135

Requested in Contract Amendment = \$115,175

II. COMPENSATION

Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
Task 1	Project Mangement & Administration	\$151,000.00	\$6,300.00	\$0.00	\$157,300.00
Task 2	Data Management	\$206,000.00	\$20,507.00	\$0.00	\$226,507.00
Task 3	Sewer Assessment	\$516,000.00	\$36,756.00	\$0.00	\$552,756.00
Task 4	Sewer Assessment Results & PDR	\$66,000.00	\$0.00	\$0.00	\$66,000.00
Task 5	Rehabilitation Implementation	\$49,000.00	\$0.00	\$0.00	\$49,000.00
Task 6	Permitting	\$7,500.00	\$0.00	\$0.00	\$7,500.00
Task 7	Project Bidding	\$23,500.00	\$0.00	\$0.00	23,500.00
Task 8	Gen Services During Const.	\$240,500.00	\$4,200.00	\$0.00	\$244,700.00
Task 9	Full Time Const. Inspection*	\$0.00	\$402,735.00	\$115,175.00	\$517,910.00
Task 10	Final Completion	\$34,000.00	\$0.00	\$0.00	\$34,000.00



Task Number	Task Title	Original Contract	Previous Amendment(s)	Current Amendment(s)	New Contract Value
	Total Fee	\$1,293,500.00	\$470,498.00	\$115,175.00	\$1,879,173.00

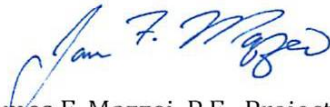
**Task 9 shall be compensated based on hourly rates with a total not to exceed the proposed amendment amount without City approval.*

The mentor protégé participation for the work included in this amendment is 43.53%. An updated Exhibit D is attached.

Brown and Caldwell appreciates the opportunity to provide construction inspection services to the City of Columbia for the SSES for Rocky Branch Basin RB01 project. If you have any questions please feel free to contact me.

Sincerely,

Brown and Caldwell



James F. Mazzei, P.E., Project Manager
Columbia, SC

cc: Clean Water 2020 Project Manager

EXHIBIT D**City of Columbia
CIP # SS7280****Sewer System Evaluation Study and Sewer Rehabilitation Implementation****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 Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Sewer Assessment Field Data QA/QC Assessment, Ratings, and Recommendation Permitting Construction Admin	\$778,659.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 1	\$45,463.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 2	\$142,080.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 3	\$37,555.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 4	\$14,060.00
4D Engineering 305 North Lake Drive Lexington, SC 29072	Charlie Deep, P.E. (803) 356-0909	MBE, SBE, SWBE	Services as outlined in Amendment 5	\$50,135.00

SS7280 Contract Summary

	Total Contract Amount	Protégé	% of Contract Amount	Sub Consultant	% of Contract Amount
Original Contract	\$1,293,500	\$778,659	60.20%		0.00%
CA #1	\$63,563	\$45,463	71.52%		0.00%
CA #2	\$288,360	\$142,080	49.27%		0.00%
CA #3	\$86,275	\$37,555	43.53%		0.00%
CA #4	\$32,300	\$14,060	43.53%		0.00%
CA #5	\$115,175	\$50,135	43.53%		0.00%
New Total Contract Amount	\$1,879,173	\$1,067,952	56.83%		0.00%



COLUMBIA
SOUTH CAROLINA

Mentor Protégé Program Implementation Plan

Date: 22 October 2018

Mentor: Brown and Caldwell

Protégé: 4D Engineering

Project Number: SS 7280 Project Name: SSES & Rehab Rocky Branch RB01

Project Contract Amount: \$1,879,173.00

Reference: Business Plan dated October 17, 2013

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.

BC has executed a Master Services Agreement with 4D Engineering. This project will be contracted via a task order to that MSA. BC will provide full time inspections as outlined in Amendments 2-5.

4D Engineering will generally be responsible for sewer assessments, field data QA/QC, permits, and construction site visits. 4D will also provide a full time inspector as outlined in Amendments 2-5.

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

4D Engineering will gain experience in the assessment of sanitary sewers by managing the field work (MH inspections, smoke testing, CCTV, etc.) and managing the vast volumes of data associated with that work type. 4D will also gain experience in developing rehabilitation plans and insuring implementation is successfully executed by a contractor.

4D Engineering will work with BC to gain experience in inspecting sewer rehab projects.

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.*

The team will work closely to manage the field services subcontractor and execute the sewer assessment in accordance with the scope of work. We will have regular data deliverables to the Clean Water 2020 program for review. Success will be measured by the quality and completeness of the data, effective communication within the project team, and the value of the experience with this specialty type of work.

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: Project team is outlined in Exhibit A of the agreement.

Jay Mazzei - Project Manager

Wayne Iseman - Client Services

John Epting - Construction Admin

Protégé:

Charlie Deep - Project Manager

Special Arrangements:

Protege will subcontract field assessments to a specialty contractor

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

a. Description of Mentor's responsibilities:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of sewer assessments, analysis of data and recommendations for rehabilitation, development of construction contract documents, and construction administration.

b. Description of Protégé's responsibilities on project:

Protege's focus will be on the sewer assessments and quality control of the data stemming from the field work. Protege will also be responsible for permits associated with the rehabilitation and providing regular site visits during construction.

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

Data management will be a team effort. The Mentor and Protege have developed a detailed flow chart outlining the requirements for quality assurance and management. We will also work together during construction administration.

6. What percentage of the project is being implemented by the Protégé?

Protégé Contract Value: \$1,067,952.00

Percentage of Contract: 56.83%

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

A detailed schedule is included in Exhibit C of the Agreement. The schedule will be updated monthly during the execution of the work. Overall project duration is expected to be 55 months, beginning in July 2014.

Protege will be heavily utilized during the first 10 months and the last 29 months

8. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Mentor will submit monthly reporting requirements on the utilization of the Protege. Mentor will have monthly progress meetings with the City and will add a reoccurring agenda item to provide a status of the MPP team and identify/address MPP related issues.

9. What are the team's specific goals and milestones for the current project?

- Ensure field data quality and completeness
- Meet established project schedule to ensure compliance with consent decree deadlines
- Identify corrections to mapping for continuity and basin delineations
- Prepare contract documents for rehabilitation that utilize CleanWater 2020 program standards

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

- During sewer assessments, Mentor and Protege will meet weekly to review status of data collection and quality control checks. After field work is complete, meetings will be held on a monthly basis.
- During construction inspection, BC and 4D will meet regularly.

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

- 4D Engineering will submit invoices monthly to BC, who will include on the next pay application to the City. 4D Engineering will be paid within 10 days of BC receiving payment or within 45 days.

12. Other issues.

None



COLUMBIA
SOUTH CAROLINA

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 Brown and Caldwell (Mentor Firm) this 22 day of October 2018
Corporate SEAL

By: [Signature]
Title: Associate

ATTEST:
By: [Signature]
Title: Vice President

EXECUTED by 4D Engineering (Protégé Firm) this 22 day of October 2018
Corporate SEAL

By: [Signature]
Title: Chief Executive Officer

ATTEST: [Signature]
By: [Signature]
Title: Engineering Associate II

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 25th day of October, 2018.

By: [Signature]
Title: Compliance Administrator



City of Columbia SSES

RB01 Manholes and Pipes

Figure 1
Five Points Area



January 2014

Rocky Branch Basin
RB01

Legend

- MHs to be inspected
- Recently Inspected MHs
- Less than 15"
- 15" and greater
- NonRB01 Pipes
- Rocky Branch Basin 1 Boundary

1 inch = 1,000 feet





We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an Agreement for Project SS7437; Miscellaneous Lift Station Improvements and Backup Power Additions, as requested by Columbia Water. Award to Michael Baker International in the amount of \$312,015.00. This firm is located in Columbia, SC.

PURPOSE: This a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Michael Baker International is the Mentor and will provide supervision of the protégé, review of the project reports generated by the protégé, and follow up as needed at 68.2% (\$212,807) of the contract value. Case Consulting, Inc., a Minority Business Enterprise, of West Columbia, SC is the Protégé and will provide construction reporting and administration services at 20% (\$62,408) of the contract value.

The following sub-consultants will provide additional services:

Howard Engineering, Inc., of Marietta, SC will provide electrical engineering design services at 7.7% (\$24,000) of the contract value.

Steadman Associates, Inc., of Columbia, SC will provide site and topographic surveying at 4.1% (\$12,800) of contract value.

REQUISITION NO.: R194381

FINANCIAL IMPACT: Funding Source: FY 18/19 SS7437-5529999-658650 and additional will come from SS728801-5529999-658650. The original budgeted amount is \$300,000.00.

ORIGINAL BUDGET: \$300,000.00

BUSINESS PROGRAM: Protege Only Project

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

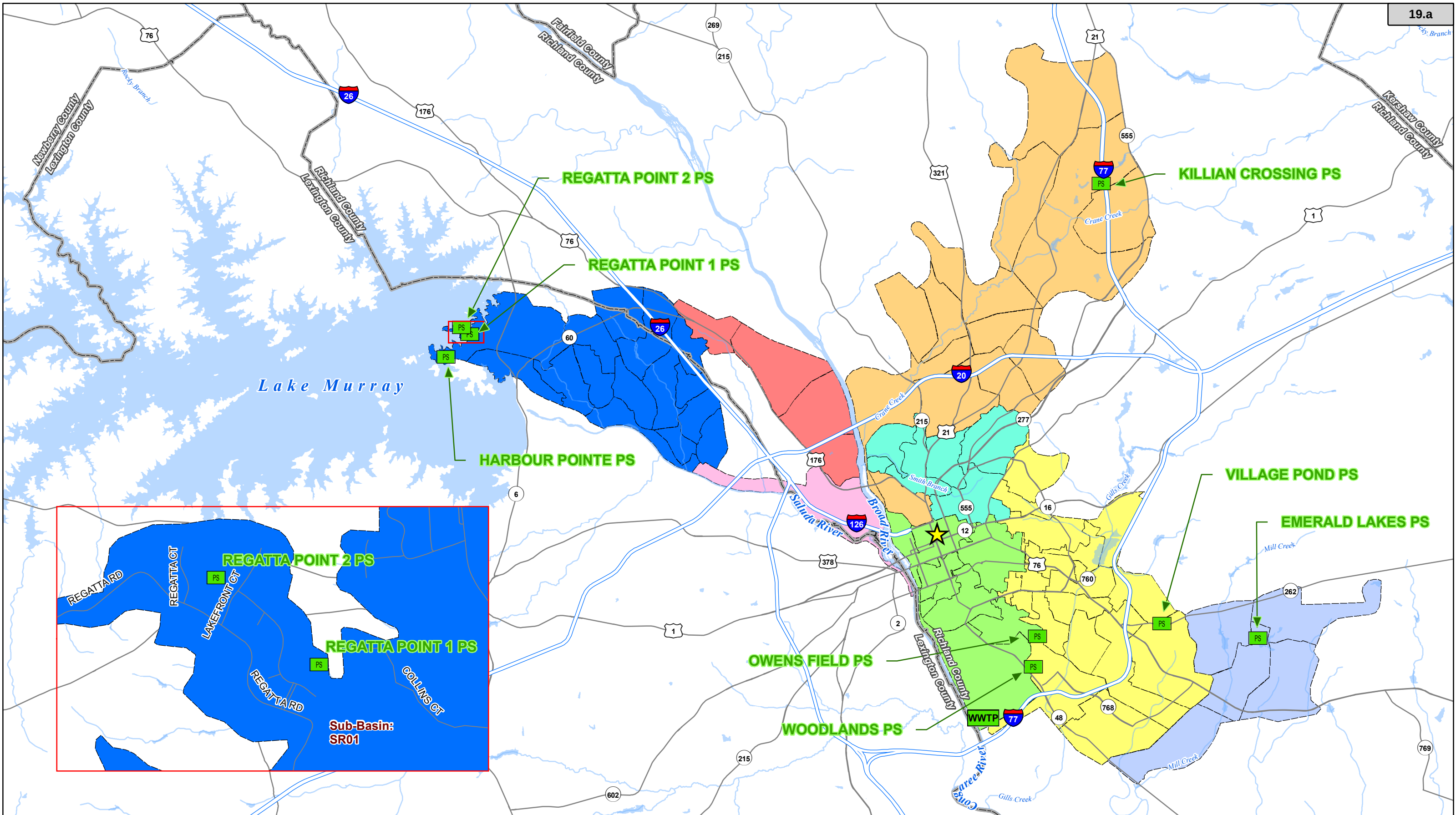
The above referenced agreement is to compensate the Consultant for providing technical consulting support, professional surveying and engineering services. The services being provided will encompass the following:

TASK 100 Evaluation and Design Phase Administration
 TASK 200 Preliminary Planning, Investigation, Engineering and Alternatives 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 900 Full Time Construction Inspection
 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.

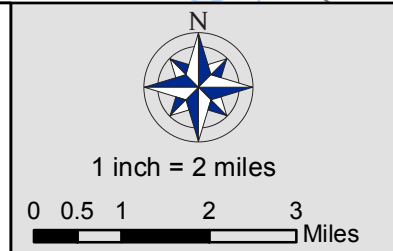
ATTACHMENTS:

- **#a:** SS7437 Location Map(PDF)
- **#b:** Michael Baker Intl. Agreement SS7437 (PDF)



PCR: 7/17/2018
CW2020_Master/Production Maps/ProjectLocation Maps/CIP/SS7437

- | | | | |
|-----------------------|-------------|--------------|---------------|
| ★ City Hall | Broad River | Mill Creek | Smith Branch |
| WWTP Metro WWTP | Crane Creek | Rocky Branch | West Columbia |
| PS Sewer Pump Station | Gills Creek | Saluda River | |



SS7437
Miscellaneous Lift Station
Improvements and
Backup Power Addition
Project Location Map

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RFQ 011-16-17-NMJ
SS7437 Misc. L.S. Improvements & Backup Power Addition



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ
Major / Minor / Protégé Only Wastewater 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 Michael Baker International, (hereinafter referred to as the "Consultant"), to provide technical consulting support, professional surveying and engineering services for the Miscellaneous Lift Station Improvements and Backup Power Addition 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.

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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 of 24 months, or at such time total compensation provided for herein is reached, whichever is later.

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 Three Hundred Twelve Thousand, Fifteen Dollars and No/100 (\$312,015.00).
- B. The Engineer 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). Engineer 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 Engineer, whose signature shall certify that the information contained in the invoice is true and accurate and

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C. that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

D. Invoicing Procedure: See Exhibit F

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

E. 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 Subconsultant 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 Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer 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

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

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

F. 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

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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 Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

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.

G. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	___%
MBE	<u>20.0</u> %
WBE	___%
LSA	___%

The Consultant will ensure Subconsultant 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/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses,

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including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.0%.

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 Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either

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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 Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the 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.

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- 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 Subconsultant 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*.
- 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.

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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 Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers 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,

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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.

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;

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- 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 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 Subconsultant 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.

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14. OWNERSHIP OF PROJECT DOCUMENTS - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant 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
Address: 1800 Main Street, Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: N/A
Email: procurement@columbiasc.gov

Michael Baker International

Name: Greg Hodges
Title: Project Manager
Address: 700 Huger Street
Columbia, SC 29201
Phone: (803) 254-2211
Fax: N/A
Email: Greg.hodges@mbakerintl.com

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.

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- 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 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

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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 Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant 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 Consultant 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 Consultant.

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

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

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

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

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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 Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

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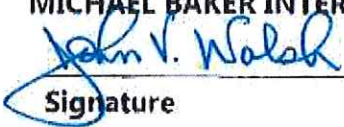
- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.
- 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 Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant 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

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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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____	_____	Date: _____
Witness	Teresa Wilson, City Manager	
John V. Walsh, PE Vice-President	MICHAEL BAKER INTERNATIONAL 	Date: 11/27/18
Print: Name/Title	Signature	

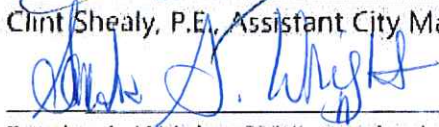
Recommended by:



 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

APPROVED AS TO FORM


 Legal Department, City of Columbia, SC

EXHIBITS FOR SS7437

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D- Subconsultant Form

Exhibit E – MPP Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

**City of Columbia, SC
CIP # SS7437**

Miscellaneous Lift Station Improvements and Backup Power Addition Project

The Professional Services to be provided by Michael Baker International (Consultant), within this Scope of Services, include providing technical consulting support, professional surveying and engineering services to the City of Columbia (CITY) for the Miscellaneous Lift Station Improvements and Backup Power Addition Project. Work to be included in Study or in Construction Documents for each lift station is as follows:

Regatta Point No. 1 Lift Station:

- Site Topographic and SUE-B Survey
- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordination with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Adding bypass pump connection to force main, including lift station isolation valve, bypass valve and tie-in connection to discharge force main.
- Installation of new lift station control panel.
- Addition of a security fence to encompass the complete lift station site.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its concrete surfaces to be cleaned, reconditioned as necessary and lined.

Regatta Point No. 2 Lift Station:

- Site Topographic and SUE-B Survey
- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordination with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Installation of new lift station control panel.
- Add water service connection, including pipeline, RPZ backflow preventer and yard hydrant.
- Removal of existing fence and the addition of a new security fence to encompass the complete lift station site.

- Add curb around pump station and regrade the site, as may be possible, to divert storm water runoff.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Harbour Point Lift Station:

- Site Topographic and SUE-B Survey
- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Evaluate the removal of the Add-a-Phase at this lift station. This assessment should be completed prior to recommendations and design development for the installation of any new equipment.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Removal of existing fence and the addition of a new security fence to encompass the complete lift station site.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Village Pond Lift Station:

- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Evaluate the need for installation of air release valves (ARVs) at this location. This assessment should be completed prior to recommendations and design development for the installation of any new equipment.
- Evaluate the feasibility of installing a new generator. If applicable, provide design for the installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Installation of new lift station control panel.
- Installation of new ARVs, as necessary.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Owens Field Lift Station:

- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Evaluate the condition of the discharge piping and recommend necessary improvements. This assessment should be completed prior to recommendations and design development for the installation of any new equipment.

- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Replace discharge piping, as necessary.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Emerald Lakes Lift Station:

- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Woodlands Lift Station:

- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

Killian Crossing Lift Station:

- Evaluation of lift station and recommendations for any equipment modifications or upgrades needed to handle future conditions.
- Installation of a new generator, automatic transfer switch and appurtenances and piping as necessary for a complete, operational backup system.
- Coordinate with South Carolina Electric and Gas Service (SCE&G) company for providing natural gas service to the generator.
- Evaluation of the lift station wet well to determine if it has been lined. If not, provide for its surfaces to be cleaned, reconditioned as necessary and lined.

The general location of the project is shown on Figure 1 attached.

In general, Consultant will provide the following within this Scope of Services:

- Review of all Available Data related to the lift stations included in this agreement

- Preparation of a Preliminary Engineering Report (PER)
- Public Relations in coordination with the City of Columbia Project Manager and Public Relations representative (refer to Task 140)
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Case Consulting 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, delegating responsibilities, reviewing work progress, monitoring budgets and schedules, and directing the progress of the work. As part of project administration, Consultant will:

- Participate in design review and progress meetings with the CITY as outlined herein.
- Provide monthly invoices and schedule updates to the CITY, pertaining to Consultant's portion of the work. 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 or designee. Progress meetings include:

- Kickoff meeting.
- Monthly Progress meetings with CITY's Project Manager for the duration of the project.
- Draft and Final (30% design) Rehabilitation 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 provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - Consultant will maintain a complete document file for the project. All required documents should be loaded to SharePoint within seven (7) days of their creation. 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.
- Consultant will adhere to and update monthly the schedule shown in Attachment C.
- Consultant will conduct coordination meetings outlined in Task 120.

140 Public Outreach

Consultant will provide public relations support to the City for this project to include:

- Up to five (5) meetings with individual property owners to discuss easement and other project considerations.

- Attendance at one (1) of the CITY'S quarterly public meetings during the the construction phase.

150 Mentor-Protégé Program

- Consultant and Case Consulting will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
- Consultant will continue the existing Mentor-Protégé Agreement with Case Consulting.
- 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 Meeting Summary for the pre-bid meeting
- Agenda and Meeting Summary for twenty-four (24) monthly progress meetings
- Meeting Summaries, with City review comments, from the two milestone review meetings
- Four (4) Quarterly Mentor-Protégé Program Reports

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternatives 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 and zoning map records for identifying property potentially affected by the project and to help project buildout flows.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact utilities in the area that can be determined from field observations for mapping and location information that may impact the proposed designs.
- Consultant will evaluate the tributary area currently being served by each lift station, as well as any areas that may be served by the lift station in the future for build-out of the respective sub-basin.
 - Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin are not included in this scope of service for future planning unless specifically identified in this scope of service.
 - Any existing lift stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Consultant will project existing and potential future flows. Future flows to be based on service areas determined in previous item above.
 - The methodology for determining future flows shall be based on the South Carolina DHEC publication R61-67, "Standards for Wastewater Facility Construction", latest edition. Methodology, potential land development, and any other assumptions and findings shall be reviewed with the City before completion of this task.
 - Existing flows to each lift station to be determined by utilizing available, CITY provided, lift station pump run times, force main pressure recorder data and customer counts, along with existing customer data that the CITY will provide to the Consultant (water consumption if actual wastewater flow data is not available).
- Consultant shall evaluate existing site and equipment regarding their adequate size, condition, O&M history, accessibility, flood protection and compliance with current codes and standards. This should include a review of the CITY's standards for lift stations, which include site layout, size of site and equipment, flood evaluations, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as potable

water, and other preferred standards such as a common manhole before entering the wet well.

- Once future flow projections are determined, the Consultant is to discuss with CITY which equipment and components may need to be modified to handle future conditions (such as pumps, controls, electrical service, wet well size, generators, etc.).
- Existing property size shall also be evaluated and compared to the CITY standard. Analysis shall explore reasonable alternatives of rehabilitation. Analysis shall take into account capital costs and O&M costs. The CITY will provide any available existing information for each lift station site. Examples include: original design drawings, details, design calculations, pump curves, flow data and lift station logs.
- Consultant will meet with CITY operations and maintenance staff to identify any specific ongoing problems at the sites. It is assumed that up to three (3) meetings will be conducted at City offices to obtain this information.

220 Preliminary Agency Coordination and Meetings

- 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
 - Lexington and Richland County
 - City of Columbia
 - South Carolina Department of Health & Environmental Control (SCHDEC)
 - South Carolina Department of Transportation (SCDOT)

230 Preliminary Utility Coordination and Meetings

- 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, as applicable.

240 Design Criteria

- Decision factors for the alternatives analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; initial and future hydraulic performance, reliability, cost, constructability, access for maintenance,

public impact, property and easement requirements, permitting, utility and other relevant factors related to providing recommendations for the most economical and reliable solution.

- Consultant will design for the rehabilitation of the lift stations in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

250 Opinion of Probable Construction Cost and Schedule

- As part of the alternatives analysis, the Consultant will prepare an Opinion of Probable Construction Cost for all alternatives considered and update the project schedule.

260 Preliminary Alternatives Analysis and Preliminary Engineering Report

- Consultant shall prepare a single draft Preliminary Engineering Report (PER) including all lift station sites and submit it to the CITY for review and approval before proceeding to Task 300.
 - The report shall provide a detailed account of each site and a summary of the evaluation above based on existing and future flow conditions and make any identified recommendations regarding rehabilitation.
 - Recommendations shall improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at each lift station.
 - The report shall contain: relevant environmental features (excluding Wetland surveys), traffic control plans, existing structure demolition/abandonment, bypass pumping plan, location of critical manholes and a plan to keep the lift stations operational during construction, as needed.
 - The report shall include preliminary Opinions of Probable Construction Cost for the recommended alternative, recommended work at each lift station and a detailed schedule for the design and construction of the recommended work.
- A Technical Review Committee (TRC) meeting will be conducted at the Draft PER stage by the Consultant. The meeting should include technical staff experienced with lift station rehabilitation work, but who are not involved with everyday project execution. The staff should “brainstorm” and review all collected data and assumptions along with all proposed recommendations and make suggestions on possible improvements. The Consultant shall provide a Meeting Summary of this TRC meeting and make this available to the City upon request.

- Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendation and preliminary Opinion of Probable Project Cost. This submittal will be considered the 30% overall project completion review.

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 Task 200 Deliverables

- Agenda and Meeting Summaries from the progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and Meeting Summaries from utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

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

310 Wetlands Survey

- This service is not required under this agreement.

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 of the proposed design area. All relevant visual or physical features 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 within each lift station project area. Consultant's surveyor shall locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features within the design area. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established on the existing and/or proposed project sites.
- Locate both horizontally and vertically (where appropriate) within the design area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, structures (wet wells, valve vaults, panels); 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 Lexington and 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 Palmetto Utility Protection Service (PUPS) 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 Consultant'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 projects 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.

- The Consultant shall determine the appropriate site limits to be surveyed for this project in consultation with the CITY. As a minimum, topographic survey and existing elevations will include the complete project area, including the complete ROW in front of each lift station site.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, 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.

330 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 eight (8) easement exhibits. Two (2) rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

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

350 Task 300 Deliverables

- List of property owners around the sites' survey limits for notification
- Easement Exhibits

TASK 400 – Geotechnical Investigation

410 Geotechnical Investigation is excluded from the scope of services.

TASK 500 – Final Design

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

- Consultant will coordinate final design with the requirements of any roadway encroachment permits, if necessary.

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 construction/rehabilitation of the lift stations, adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Drawings 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 include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale minimum.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Lift station rehabilitation/layout plan sheets, including electrical and SCADA components to meet CITY standards.
 - Existing equipment/structure/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 (Divisions 01 – 16), 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 PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final Opinion of Probable Construction Cost, matching the bid item list in the specifications, in digital format.

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 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
 - Lexington County and Richland County Development Services
 - City of Columbia Storm Water and Land Disturbance
 - South Carolina Department of Transportation
- In addition to regulatory agencies, the Consultant will coordinate with South Carolina Electric & Gas to identify and address issues impacting design and construction scheduling.

550 Opinion of Probable Cost and Schedule

- Consultant will submit an Opinion of Probable Cost for the project including construction costs, contingencies and other related items at the 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 drawings and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) percent completion milestones. Consultant will meet with the CITY at these milestones to discuss the project and obtain input from the CITY. 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 appropriate modifications to the construction documents.
 - Drawings and a list of Specifications shall be submitted at sixty (60%) percent. During the sixty (60%) percent review, the Drawings will be reviewed for biddability, operability, accessibility and constructability. Hydraulic calculations shall be submitted at this time.

- Drawings, a complete set of Specifications and an Opinion of Probable Construction Cost shall be submitted at ninety (90%) percent for review and comment.
- The Consultant will compile comments received and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.
- Upon approval by the CITY, drawings 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
- Opinion 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 330 above.
- The Consultant will rely on Lexington and Richland County Tax Map information in identifying property owners and will research Lexington and 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 is based upon the CITY staff obtaining all necessary easements, including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project drawings 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 drawings and specifications needed for review and approval.
- Stormwater Permit: The scope anticipates that a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia and/or SCDHEC. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Wetlands Permit: This scope does not include wetland permits.
- Roadway Encroachment Permits: This scope anticipates that a Lexington and 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 of an Encroachment Permit by Lexington and 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 drawings 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.
- Consultant will prepare and submit any additional permit applications, including but not limited to a building permit, if applicable.
 - Any hazardous material removal permits shall be the responsibility of the Contractor.
 - This scope of services anticipates that there will be no submittals made to area Architectural Review Boards as minimal structures are anticipated.
 - Scope shall include coordination and approval from any local review boards and planning commissions.

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 \$3,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$1,000
 - Stormwater Permit and Inspection Fees - \$1,200
 - Other - \$800
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit, as identified in this scope of services, 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 including attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- This scope of services anticipates 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 anticipated 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 their bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY by 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 with 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
- Pre-bid Conference Summary
- Addenda
- Award Recommendation Letter
- Conformed Documents

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- 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 lift station improvements project will be 12 months (365 calendar days) for substantial completion and 1 month (30 days) for final completion with a total construction contract 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 Period, Consultant shall neither 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, or for any failure related to Contractor compliance with laws, rules, regulations, ordinances, codes or CITY orders applicable to Contractor.
- 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 utilize 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

summaries, 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. Consultant will be responsible for preparing a meeting summary and distributing these to the CITY and Contractor.
- d) Prior to the 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.
 - o 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 thirteen (13) monthly progress meetings have been budgeted. Consultant will submit meeting summaries of all meetings to the CITY and the Contractor.

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and comment upon, 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 RFIs 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 tests required to be conducted 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 revise the 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 they 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, in addition to 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 CITY 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:
 - This scope includes site visits for 13 months (56 weeks) by the Project Engineer at 4 hours per week and 13 months (56 weeks) by the field representative at 8 hours per week. If additional site visits are required, this contract will be amended to provide such additional services.
 - A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services.

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. Record Drawings will be developed based upon As-Built drawings provided to the Consultant by the Contractor.

1020 Punch List and Final Inspection

- See Task 840 above.

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.
- Consultant to develop and organize an O&M manual for each lift station, and work closely with CITY in developing a preventive maintenance checklist and recommended spare parts inventory. O&M Manuals will be provided in electronic and hardcopy. Training and O&M needs will be addressed in the bid documents and include an electronic video of the training provided to the CITY. Training attendance will be logged, and training provided by a certified equipment manufacturer's representative with a written agenda.

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 above.
- Based upon periodic observations, observations 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 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 and bidding 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.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

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 (CITY)

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 lift stations, sewers and sewer easements for which field or design services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to the CITY's sewer system 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 anticipated by Task 650.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested.
- At the project kickoff meeting City will provide Consultant the SharePoint Standards and protocols for this project.

END

EXHIBIT B

COMPENSATION

City of Columbia
 CIP # SS7437

Miscellaneous Lift Station Improvements and Backup Power Addition Project

Compensation for services provided under Tasks 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$312,015. This includes \$40,480 of lump sum tasks, as well as \$271,535 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is summarized in the following table, and is further expanded on the attached sheets:

Task	Description	Hours	Subconsultants (including Protégé)	Total
100	Miscellaneous Services	216	\$2,088	\$37,668
200	Preliminary Engineering Report	290	\$464	\$41,900
300	Survey & Utility Mapping	36	\$12,800 (Survey Sub)	\$18,188 (Includes 10% markup on lump sum subconsultant fee)
500	Design Services	647.5	\$25,392 (\$24,000 LS to Electrical Sub, \$1,392 to Protégé)	\$105,939 (Includes 10% markup on lump sum subconsultant fee)
600	Permit Submittals	39	\$696	\$4,471
700	Advertise & Bid Period Services	73	\$3,828	\$8,907
800	Construction Administration	684	\$48,372	\$83,951
1000	Project Closeout	93	\$5,568	\$10,991
	Total of Contract	2042.5	\$99,208	\$312,015
	% of Contract to All Subconsultants (including Protégé)		31.796%	
	% of Contract to Protégé	538	20.002%	\$62,408

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

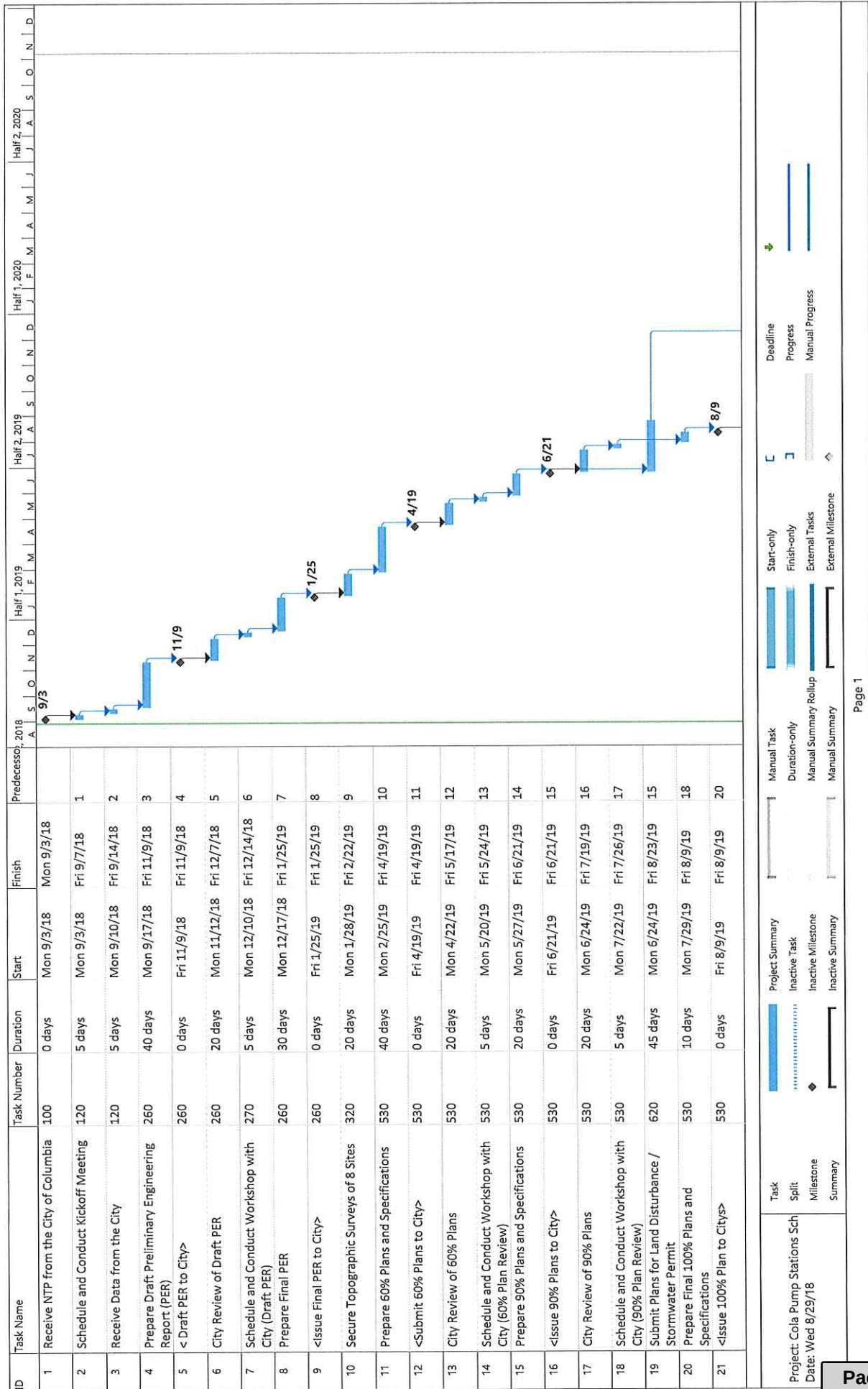
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SS7437 Misc. L.S. Improvements & Backup Power Addition
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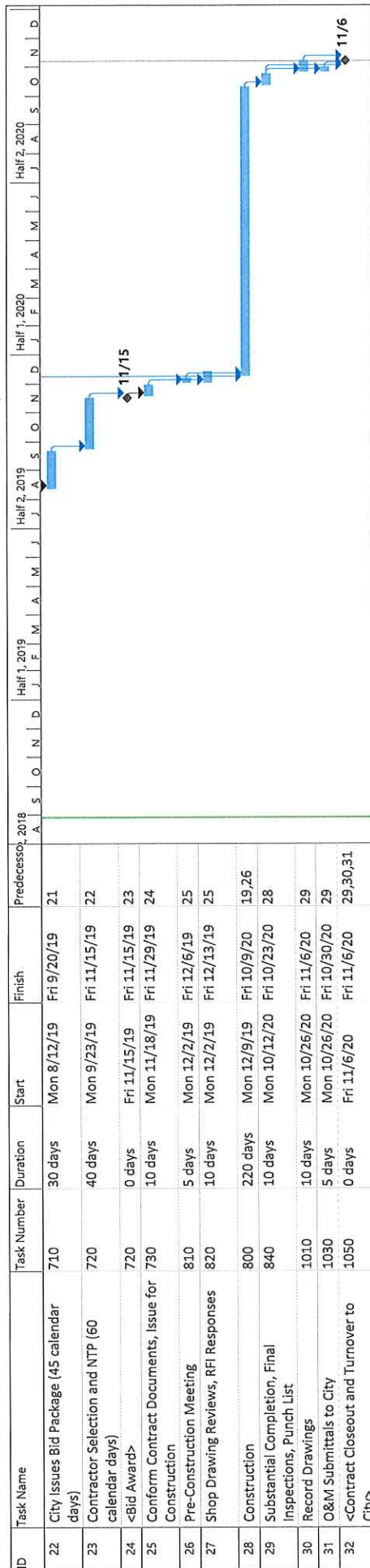
EXHIBIT C

City of Columbia
CIP # SS7437

Miscellaneous Lift Station Improvements and Backup Power Addition Project
Schedule – Gantt Chart

Michael Baker International RFQ 011-16-17-NMJ SS7437 Misc. L.S. Improvements & Backup Power Addition Exhibit C
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Task

Project: Cola Pump Stations Sch

Date: Wed 9/29/18

Task Split Milestone Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Exhibit D

City of Columbia
CIP # SS7437
Miscellaneous Lift Station Improvements and Backup Power Addition Project

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*
Case Consulting, Inc. 840 Shull St. Ste 210 West Columbia, SC 29169	Calvin Wise (803) 926-1600	Protégé Firm MBE	Construction Reporting and Administration	\$62,408
Howard Engineering, Inc. Post Office Box 237 Marietta, SC 29661	Amy Howard (803) 836-0440	WBE	Electrical Engineering Design	\$24,000
Steadman Associates, Inc. Post Office Box 61031 Columbia, SC 29661	La Verne Steadman (803) 799-4500	WBE	Site and Topographic Surveying	\$12,800
		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.



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MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 9/27/18 Project Number: SS7437
Mentor: Michael Baker International, Inc. Project Name: Misc. Lift Station Improvemen
Protégé: CASE Consulting, Inc. Duration of the Project: 24 months
Project Contract Amount: \$312,015.00 Protégé Amount: \$62,408.00

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.

We have been working with CASE Consulting since the inception of the Mentor-Protégé Program. The role of CASE Consulting, Inc. is to provide assistance to Michael Baker International, Inc. with the construction administration of this project throughout its duration. This entails attending the scheduled project meetings, monitoring of document controls for the design team, field observation reporting on an as directed basis.

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.

We will include CASE Consulting in the pre-design stage of the project to give them insight into the proposal and cost estimating aspects of a project. CASE will continue to work with us on the construction administration stage of the project.

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.

We will review the status of the reports derived from the field observations and construction site meetings monthly with the protégé. Any issues are addressed at those meetings.



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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:

Gregory Hodges, PM for the project; Angie Logan, Mentor Protege Project Administrator.

Protégé:

Calvin Wise - Construction Administration.

Subcontractors:

Howard Engineering, Inc.
Steadman Associates, Inc.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

Supervision of the protege, review of the project reports generated by the protege, and follow up as needed. Provide overview of the cost estimating and pre-design contracting with the protege.

b. Description of Protégé's responsibilities on project:

Site meetings, Documentation, Logs, Field Report Filing.

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

Final Construction Field Reports, and Site Meeting Reports, as well as Monthly Progress Reports and review of contractor's schedule.

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

During the construction phase which is estimated to be 10 months.



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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?

By review of those requirements each month with the review of the reports derived from site meetings and field observations.

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

Complete construction and close out of the project by the end of Contractor's contractual schedule.

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

Weekly site meetings, monthly field reports.

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

Paid when paid by client.



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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
Howard Engineering, Inc.	803-836-0440	P.O. Box 237, Marietta, SC 29661	Greg Hodges	\$24,000.	WBE	7.69%
Steadman Assoc.	803-799-4500	P.O. Box 61031, Cola., SC 29661	Greg Hodges	\$12,800	WBE	4.10%

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: \$62,408.
Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)



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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 Michael Baker Intl. (Mentor Firm) this 28th day of September, 2010.
 Corporate SEAL

By: John V. Walsh, PE
 Title: Vice-President

John V. Walsh



ATTEST:

By: Angela Logan

Title: Assistant Corporate Secretary

Angela Logan

EXECUTED by CASli Consulting, Inc. (Protégé Firm) this 28th day of September, 2010.
 Corporate SEAL

By: Calvin A. Wise
 Title: PRESIDENT

Calvin A. Wise

ATTEST:

By: Mary B. Eates

Title: Project Manager

Mary B. Eates

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 10th day of October, 2018.

By: Ayesha Briggs

Title: Compliance Administrator

Ayesha Briggs

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 Engineer'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 Engineer'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

Michael Baker International
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point of contact to support the amount being invoiced.

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.

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 Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Water 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



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Project SS7469; Liquid Train Master Plan Update at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Hazen and Sawyer, as a sole source in an amount not to exceed \$469,065.00. This firm is located in Columbia, SC.

PURPOSE: This project is a Mentor Protégé Program project. Hazen and Sawyer of Columbia, SC will serve as the mentor and will provide project oversight and guidance at 79.7% (\$375,875) of the contract value. Chao & Associates, a Minority Business Enterprise of Columbia, SC will serve as the Protégé, and will provide sampling, testing, analyzing, and survey related services at 20.3% (\$95,190.00) of the contract value.

REQUISITION NO.: R194234

FINANCIAL IMPACT: Funding Source: Special Contracts-W/S, SW; 5516208-638305. The budgeted funding for Fiscal Year 2018/2019 is \$245,000.00 and the funding for Fiscal Year 2019/2020 is anticipated to be \$230,000.00 for a total amount of \$475,000.00.

ORIGINAL BUDGET: \$325,000

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

We are requesting to contract with Hazen and Sawyer to update the Metropolitan Wastewater Treatment Plant Liquid Train Master Plan that Hazen and Sawyer completed in 2014. This project will extend to Fiscal Year 19/20.

ATTACHMENTS:

- **#a:** Implementation Plan SS7469 Liquid Train (PDF)



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MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10/4/2018

Mentor: Hazen and Sawyer

Protégé: Chao & Associates, Inc.

Project Contract Amount: \$469,065

Project Number: SS7469

Project Name: SS7469 – Metropolitan
Wastewater Treatment Plant Liquid Train
Master Plan Update

Duration of the Project: 19-Months

Protégé Amount: \$95,190

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.*

The Mentor and Protégé will work together as an integrated team. The Mentor will provide oversight and guidance. The Protégé will perform site-specific sampling for Process and CFD modeling, coordinate testing and analysis with third party laboratory, perform survey services, and perform a visual structural condition assessment of several existing plant structures.

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.*

The Mentor and Protégé will gain experience working with one another. This will help strengthen the teaming arrangement to hopefully expand the business partnership on future projects.

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.*

Performing this work by the Protégé will expand the Protégé's experience in performing structural condition assessments of municipal treatment facilities.

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.*



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Mentor: - Project Manager
- Process Engineer
- Project Engineer
- Technical Reviewer
- Administrative

Protégé: - Structural Engineer
- Project Engineer

Subcontractors: - None needed at this time.

Special Arrangements: - None needed at this time.

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

a. Description of Mentor's responsibilities: - The Mentor will be responsible for updating the July 2014 Metropolitan WWTP's Liquid Train Master Plan which will include: updating the biological process model, performing liquid train evaluations, developing and calibrating a clarifier CFD model, updating the hydraulic evaluation; and, preparing the Final Report summarizing the findings and recommendations.

b. Description of Protégé's responsibilities on project: - The Protégé will be responsible for providing a visual condition assessment of several existing structures on-site (primary and secondary clarifiers, aeration basins and blower building, and chlorination / dichlorination facilities) to identify visible structural defects and deficiencies.

c. Description of responsibilities that will be completed as a team: - Mentor and Protégé will attend kick-off meeting and participate in the applicable workshops with City Staff together.

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

The Master Plan Study is anticipated to be completed within 19-months of authorization to proceed.

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Both the Mentor and the Protégé will abide by the terms of the contract.

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

The Team's goal is to complete the Master Plan Study on time and within budget.



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

Monthly progress meeting will be held in the Mentor's Columbia office to assess the progress of all Team members involved with the project.

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

The Protégé will submit monthly invoices for payment by the Mentor. The Mentor will pay the Protégé within 15 days upon receipt of payment by the City for services rendered.

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

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: \$95,190

Percentage of Contract: 20.3 % (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 Hazen and Sawyer (Mentor Firm) this 12th day of October, 2018.

By: [Signature]
Title: VICE PRESIDENT

ATTEST: [Signature]
By: [Signature]
Title: Assoc. VICE PRESIDENT

EXECUTED by Chao & Associates, Inc. (Protégé Firm) this 10 day of October, 2018.

By: [Signature]
Title: Director of Structural Engineering

ATTEST: [Signature]
By: [Signature]
Title: Administrative Assistant

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 7 day of December, 2018.

By: [Signature]
Title: Compliance Specialist



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7363; Smith Branch 03 Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) in an amount not to exceed \$6,205,713.00. This firm is located in Marietta, GA.

PURPOSE: This is a Clean Water 2020 Program Project.

The following sub-contractors will provide additional services:

LA Barrier and Son of Lexington, SC, a Minority Business Enterprise (Woman) will provide trucking and aggregate materials at 12% (\$692,000) of the contract value.

REQUISITION NO.: R192219

FINANCIAL IMPACT: Funding Source: 5529999-SS736301-658650. The original budgeted amount is \$7,000,000.

ORIGINAL BUDGET: \$7,000,000

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Bids for this project were in participation with the Columbia Disadvantaged Business Enterprise (CDBE) Program. The CDBE goal for this project was established as 26%. The vendor provided a DBE participation of 12% along with good faith efforts.

There were five (5) responsive and responsible bids received for this project. The total construction time allocated for this project is **three hundred ninety (390)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion with an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **four hundred twenty (420)** consecutive calendar days from the commencement date as defined in the Notice to Proceed. (NTP).

Base Bid	\$ 5,955,713.00
Contingency	\$ 250,000.00
Total (Not to Exceed)	\$ 6,205,713.00

ATTACHMENTS:

- **#a:** SS7363 Contract Approved by Legal (PDF)
- **#b:** Bid_Tabulation (PDF)
- **#c:** SS7363 - SB03 Sewer Rehabilitation Project Engineer Recommendation (PDF)
- **#d:** Compliance Review (PDF)
- **#e:** SS7363 Map (PDF)

CONTRACT

City of Columbia, South Carolina

SS7363

Smith Branch 03 Sewer Maintenance Implementation

Bid #015-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and North American Pipeline Management, Inc. with legal address and principal place of business at P.O. Box 683638, Marietta, GA 30068, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Columbia Water.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be three hundred ninety (390) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional thirty (30) consecutive calendar days to final completion for a total construction time of four hundred twenty (420) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Five Million Nine Hundred Fifty-Five Thousand, Seven Hundred Thirteen Dollars and Zero Cents (\$5,955,713.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars and Zero Cents (\$500.00) per day for each day of delay beyond the substantial completion date of three hundred ninety days (390) consecutive calendar days from the commencement date as specified in the Notice to Proceed (NTP) until the work is substantially complete and One Thousand Dollars and Zero Cents (\$1000.00) per day for each day of delay beyond the final completion date of four hundred twenty (420) consecutive calendar days from the commencement date as specified in the Notice to Proceed (NTP) until the work has reached final completion. Liquidated damages will be assessed for the above listed amounts for each and every calendar day the work remains incomplete beyond the date of substantial completion and the date of final completion, either date being independent of the other.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 2

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 17 "Specifications for Sanitary Sewers", both from the City of Columbia's Engineering Regulations, the City of Columbia LBE Policy and the Columbia Disadvantaged Business Enterprise (CDBE) guidelines.

9.2.7 Special Provisions.

9.2.8 Contract Documents and Specifications.

9.2.9 Appendix A: Pipeline Rehabilitation Treatment.

9.2.10 Location Map

9.2.11 Drawings, numbered G-1 through G-4, inclusive and dated May 2018. Drawings, numbered D-1 through D-3, inclusive and dated May 2018. Drawings, numbered C-1 through C-8, inclusive and dated May 2018.

9.2.12 Addenda numbers 1 to 4, inclusive.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

9.2.13 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

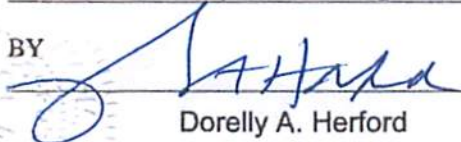
10.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

This Contract shall become effective on _____, 20__.

Contractor
North American Pipeline Management, Inc.

BY


Dorelly A. Herford

(CORPORATE SEAL)

Attest



Address for giving notices:

12 East Montclair Ave

Greenville, SC 29609

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

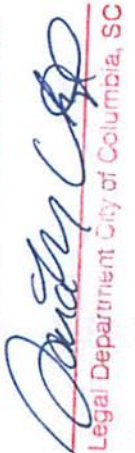
Columbia, SC 29201

Date: _____

4Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Bid Request Number	Bid #015-18-19-BF Addendum 4	Organization	City of Columbia, SC
Title	Smith Branch 03 Sewer Rehabilitation Implem	Bid Creator	Brenda L Faison Bid Coordinator
Description	Extension of question cut off deadline as well :	Email	blfaison@columbiasc.net
Bid Type	IFBs	Phone	803-545-3474
Issue Date	9/7/2018 04:32:36 PM (ET)	Fax	
Close Date	10/17/2018 01:00:00 PM (ET)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Respon	Response Total
North American Pipeline Mana	Marietta	GA	10/17/2018 12:48:26 PM (ET)	1	\$5,955,713.00
IPR Southeast LLC (Allyson Jo	Stone Mountain	GA	10/17/2018 12:46:14 PM (ET)	1	\$6,648,786.00
Layne Inliner, LLC	Tucker	GA	10/17/2018 12:52:46 PM (ET)	1	\$6,950,489.00
Vacvision Environmental, LLC	Greenville	SC	10/17/2018 12:30:38 PM (ET)	1	\$8,241,619.05
mcclam & associates inc	little mountain	SC	10/17/2018 12:06:18 PM (ET)	1	\$10,824,673.85

Response Notes

Supplier	Line	Notes
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Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth, Construction Procurement Manager

From: John Riggs, P.E., Wastewater Project Manager

Date: November 12, 2018

Subject: SS7363 – Smith Branch 03 Sewer Rehabilitation Project
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7363 – Smith Branch 03 Sewer Rehabilitation Project on October 17, 2018. The bid tabulations have been reviewed and we find no issues with the prices provided. The five responsive bids were as follows:

North American Pipeline	\$ 5,955,713.00
IPR Sotheast	\$ 6,648,786.00
Granite Inliner	\$ 6,950,489.00
VacVision Environmental	\$ 8,241,622.05
McClam & Associates	\$10,824,673.83

We have reviewed the bids and find everything in order. We recommend awarding the contract to North American Pipeline at their bid of \$5,955,713.00. The total project budget is \$6,205,713.00 which includes the contractors bid price as listed above plus an owner's contingency of \$250,000.

Sincerely,

John Riggs, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net





CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
Office of Business Opportunities

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: October 31, 2018

PROJECT: 015-18-19-BF Smith Branch 03 Sewer Rehabilitation Implementation

Bids for this project were opened publicly at 1:00 p.m., October 17, 2018 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the CDBE Program. The apparent responsive low bidder is North American Pipeline Management, LLC at \$5,955,713.00.

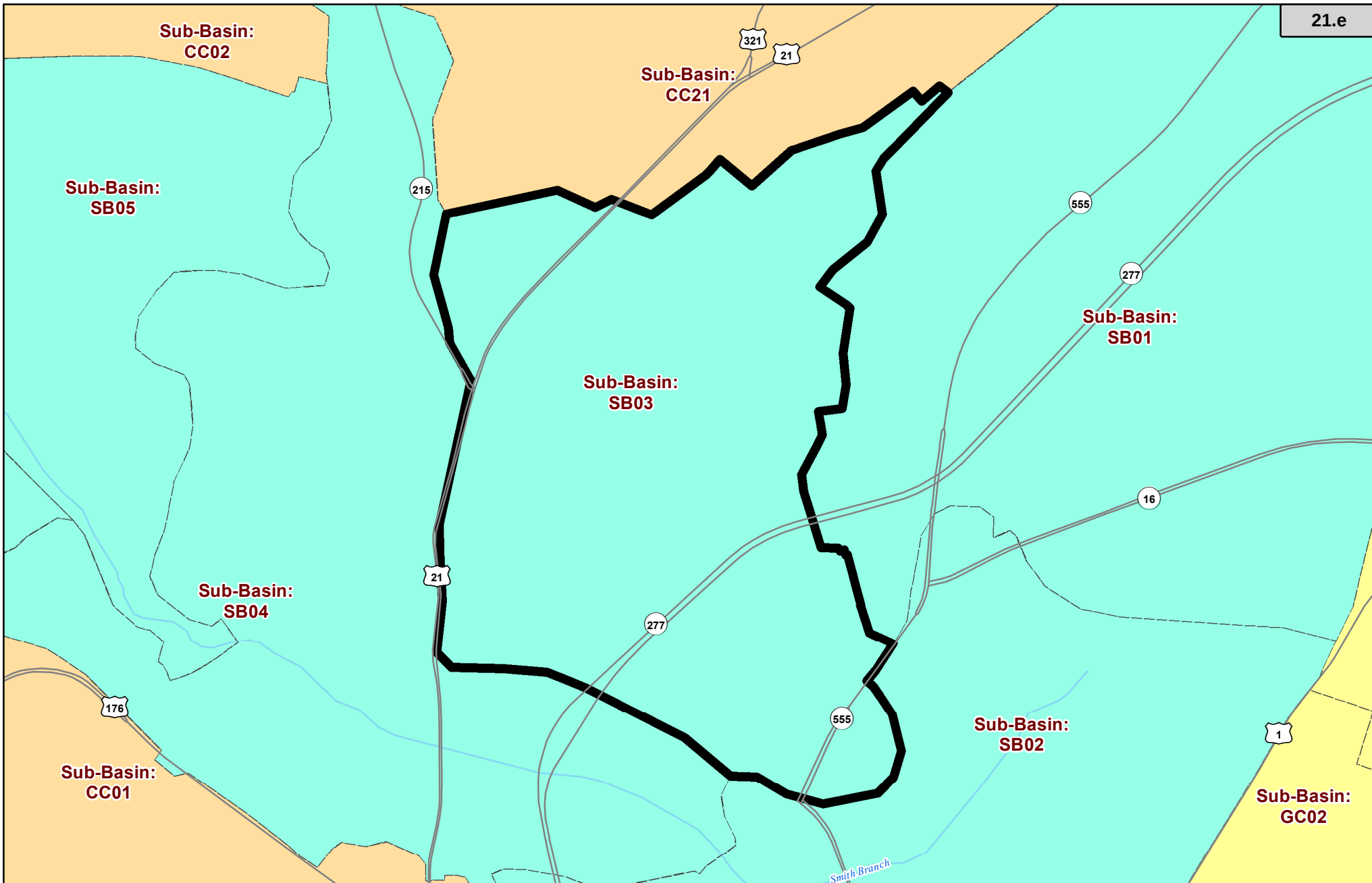
Please review for CDBE compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

Please indicate your approval with your signature below and return to me when you have completed your review.

Thank You.

Review Approved: Ayesha Driggers DATE: 10/31/18
Ayesha Driggers Compliance Administrator

** CDBE percentage of 12% plus good faith efforts are acceptable.*



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

- Crane Creek
- Gills Creek
- Smith Branch



1 inch = 1,500 feet

0 375 750 1,500 2,250 Feet

SS7363 Smith Branch 03

Prepared For: **Packet Pg. 226**



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

PURPOSE: First reading approval was giving on December 4, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** 2018-072 encroach 5 Pts Assoc 710 A Saluda Hubble Art piece (PDF)

HISTORY:

12/04/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-072

Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09

WHEREAS, the Five Points Association (hereinafter "Grantee") desires to utilize a portion of the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 for installation and maintenance of a concrete and brick art sculpture approximately twelve (12') feet in length, one (1') foot in width and twelve (12') feet in height, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the grantee is hereby granted the right to use the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 for installation and maintenance of a concrete and brick art sculpture approximately twelve (12') feet in length, one (1') foot in width and twelve (12') feet in height, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
4. Business advertising of any type is prohibited on the sculpture or foundation.
5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture.
6. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

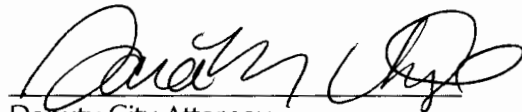
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-072**



**700 BLOCK OF SALUDA AVENUE
ADJACENT TO 710A SALUDA AVENUE
HUBBELL ART PIECE**

Subject Property:	Right-of-way adjacent to the 700 Block of Saluda Avenue adjacent to 710A Saluda Avenue, TMS#11308-06-09
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of an concrete and brick art sculpture
Applicant:	Five Points Association, Ricard Burts
Staff Recommendation:	Approval with conditions

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete and brick circular sculpture approximately twelve (12') feet in length one (1') foot in width and twelve (12') feet in height, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Sculpture and foundation are to be maintained by property owner. 3. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 4. Business advertising of any type on the sculpture or foundation is prohibited. 5. All sharp or jagged edges shall be ground smooth and turned toward the inside center of the sculpture. 6. Grantee is responsible for all costs and repair of the improvements within the right of way should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

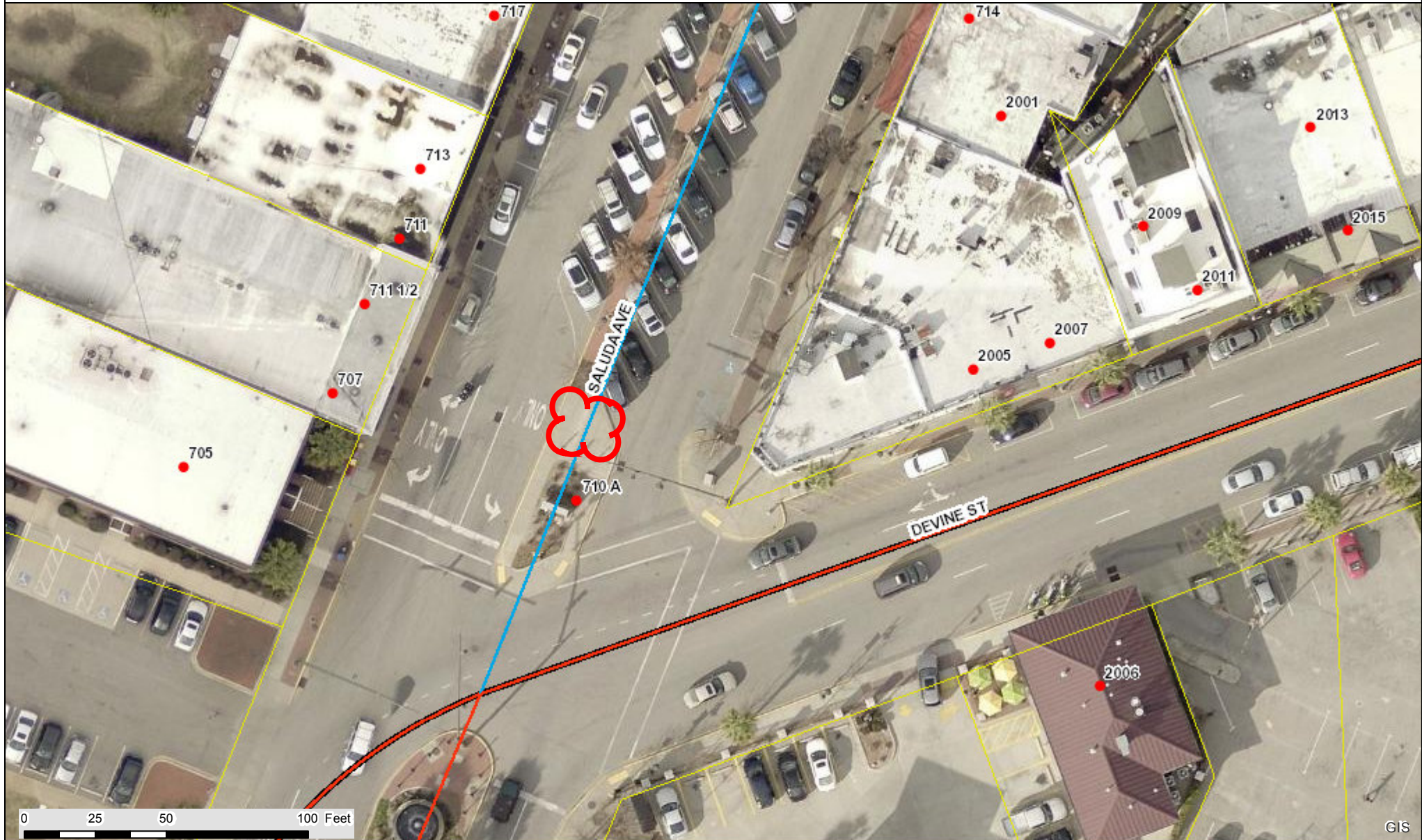
City of Columbia

Hubbell Art Piece Encroachment

22.a



Friday, September 21, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 231

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

22.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 9/12/18 Property Owner: Five Points Association
Business Name/Applicant's Name if different than owner: N/A
Contact Information: Telephone Number: 803.748.7373 Fax Number: 803.748.1119
Mailing address: 532 Congaree Avenue / Columbia, SC 29205 E-mail address: richardburts@gmail.com
Business Name/Development Name for Encroachment: Five Points Association

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☐ Underground Utilities ☐ Other: Artwork / Sculpture

Dimensions (height/width/length): 12 ft in diameter
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: Masonry

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area, or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: FPA BOARD
Date: 9-12-18

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: FPA BOARD
Date: 9-12-18

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

803-545-3333
803-545-3222
803-545-3332
803-545-3420
803-545-3420
803-545-3222
803-545-0229
803-545-3420
803-545-3218
803-545-3400
803-545-3780
803-545-3790
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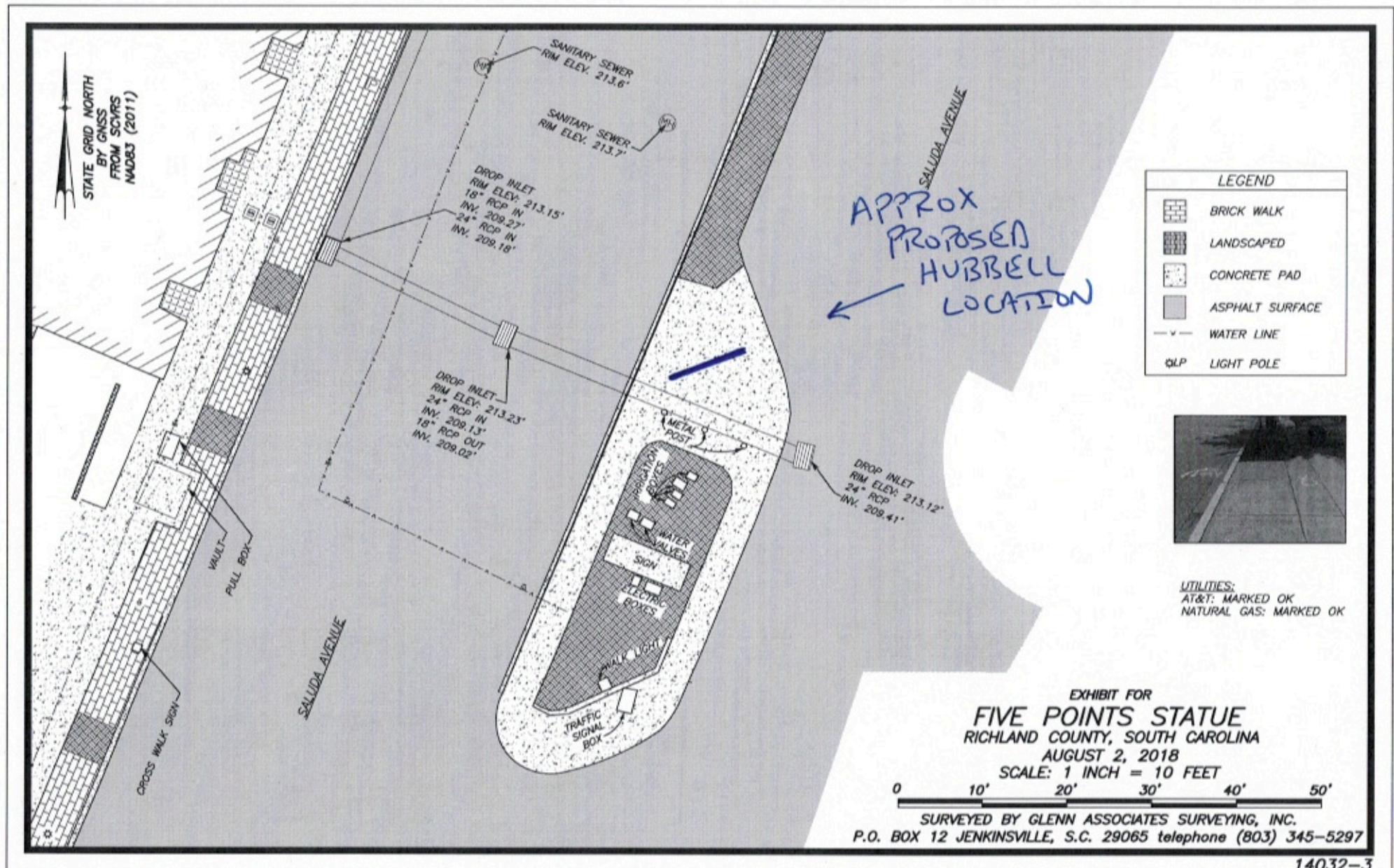
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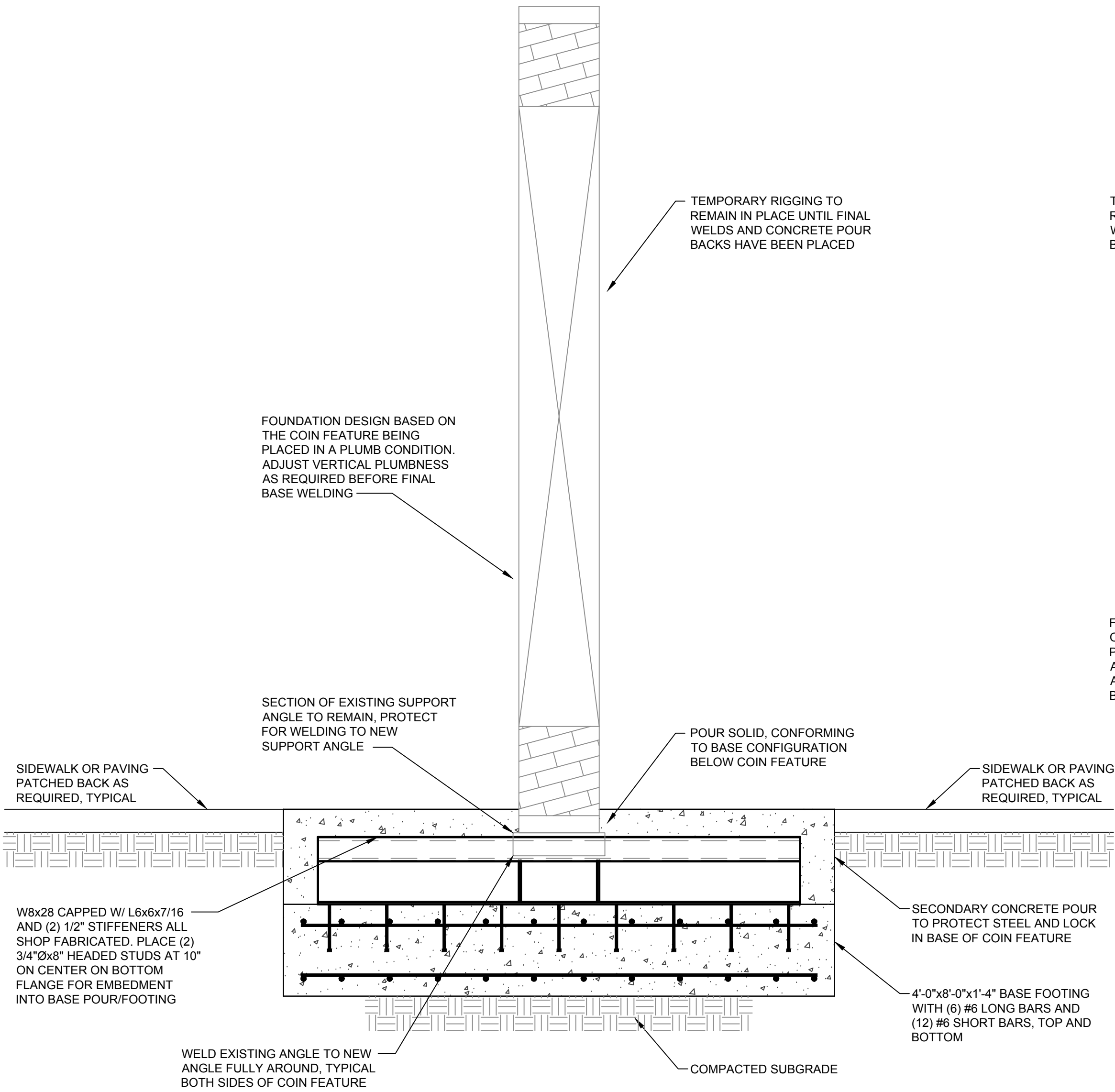
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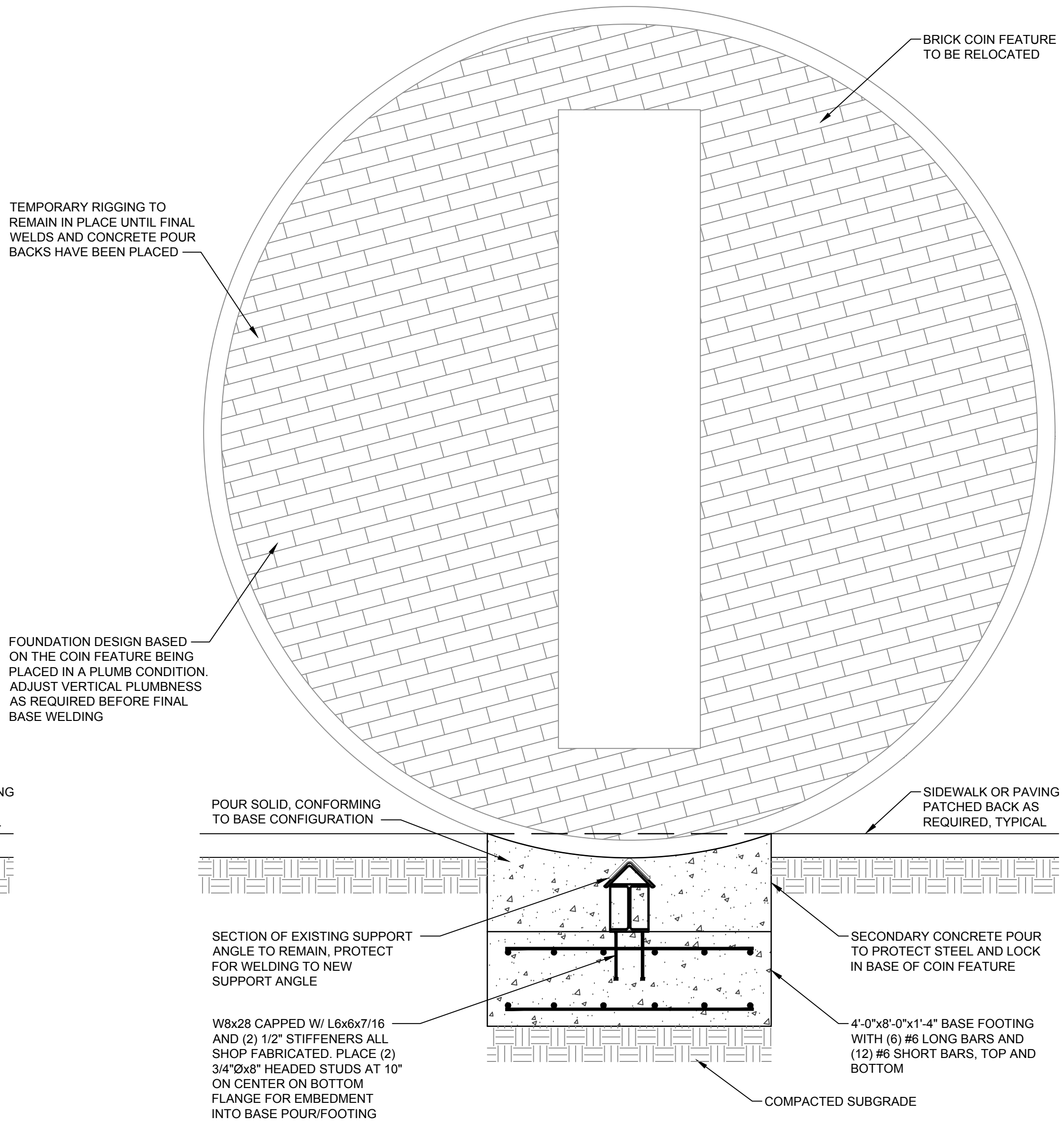
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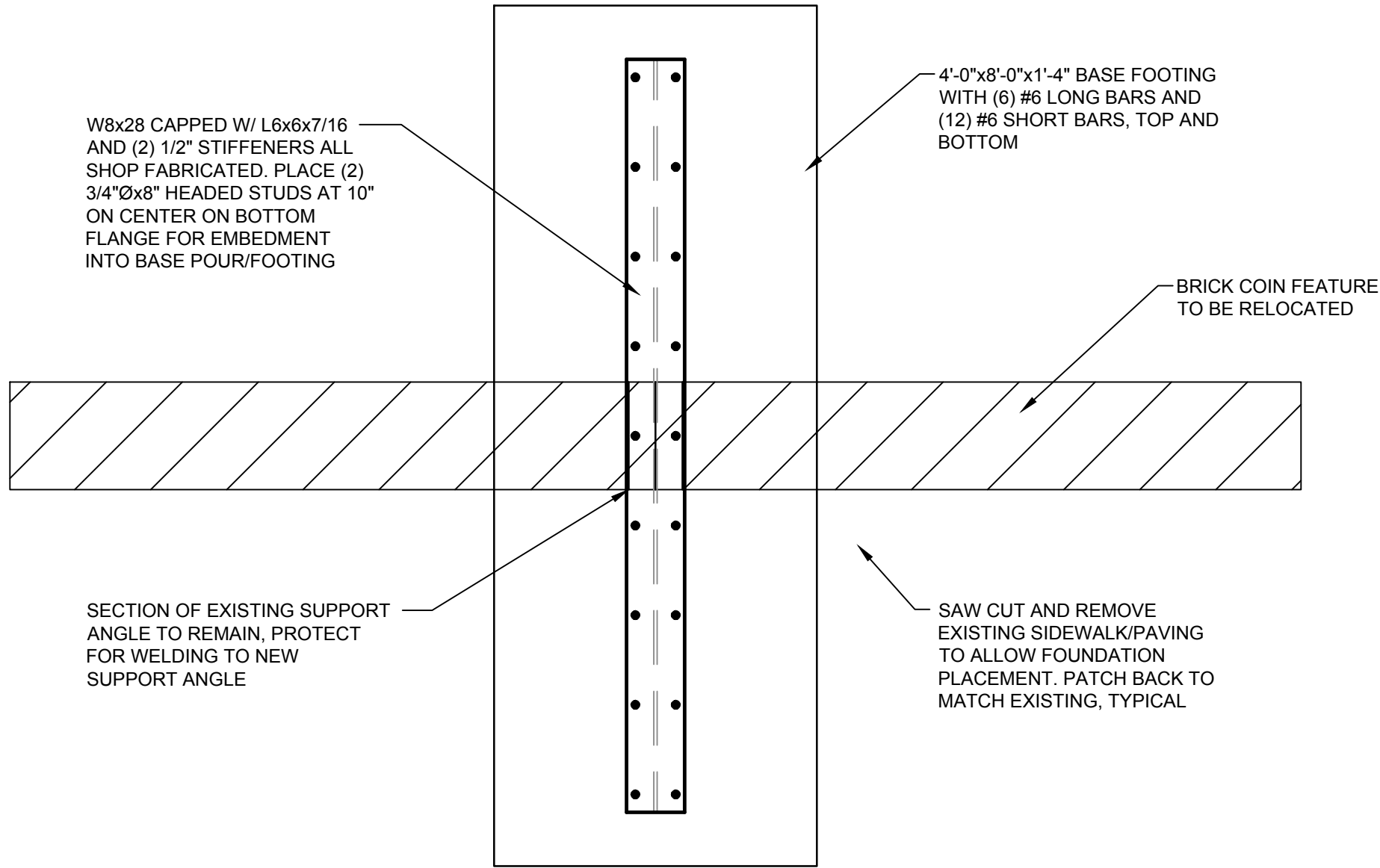




COIN FOUNDATION DETAIL - SECTION
SCALE: 3/4" =1'-0"



COIN FOUNDATION DETAIL - ELEVATION
SCALE: 3/4" =1'-0"



COIN FOUNDATION PLAN
SCALE: 3/4" =1'-0"

Partner In Charge	AAS
Project Engineer	AAS
Drawn By	AAS
Date Drawn	11/02/18
REVISIONS	
No.	Date
Issue Date:	
11/02/18	

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SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 17457
11/2/18

SOUTH CAROLINA
MABRY ENGINEERING ASSOCIATES, INC.
No. 3489
STATE OF AUTHORIZATION

Project

BRICK COIN - FOUNDATION DETAILS
Five Points Area
Columbia, South Carolina

Sheet Title

FOUNDATION DETAILS

Mabry Engineering Associates, Inc.
Structural Engineers

840 Shull Street, Suite 100
West Columbia, SC 29169
OFFICE: 803-926-0000
FAX: 803-926-7600

Project Number:

Sheet:

S101

840 Shull Street, Suite 100
West Columbia, South Carolina 29169
Phone (803) 926-0000
Fax (803) 926-7600

SHEET NO.

OF

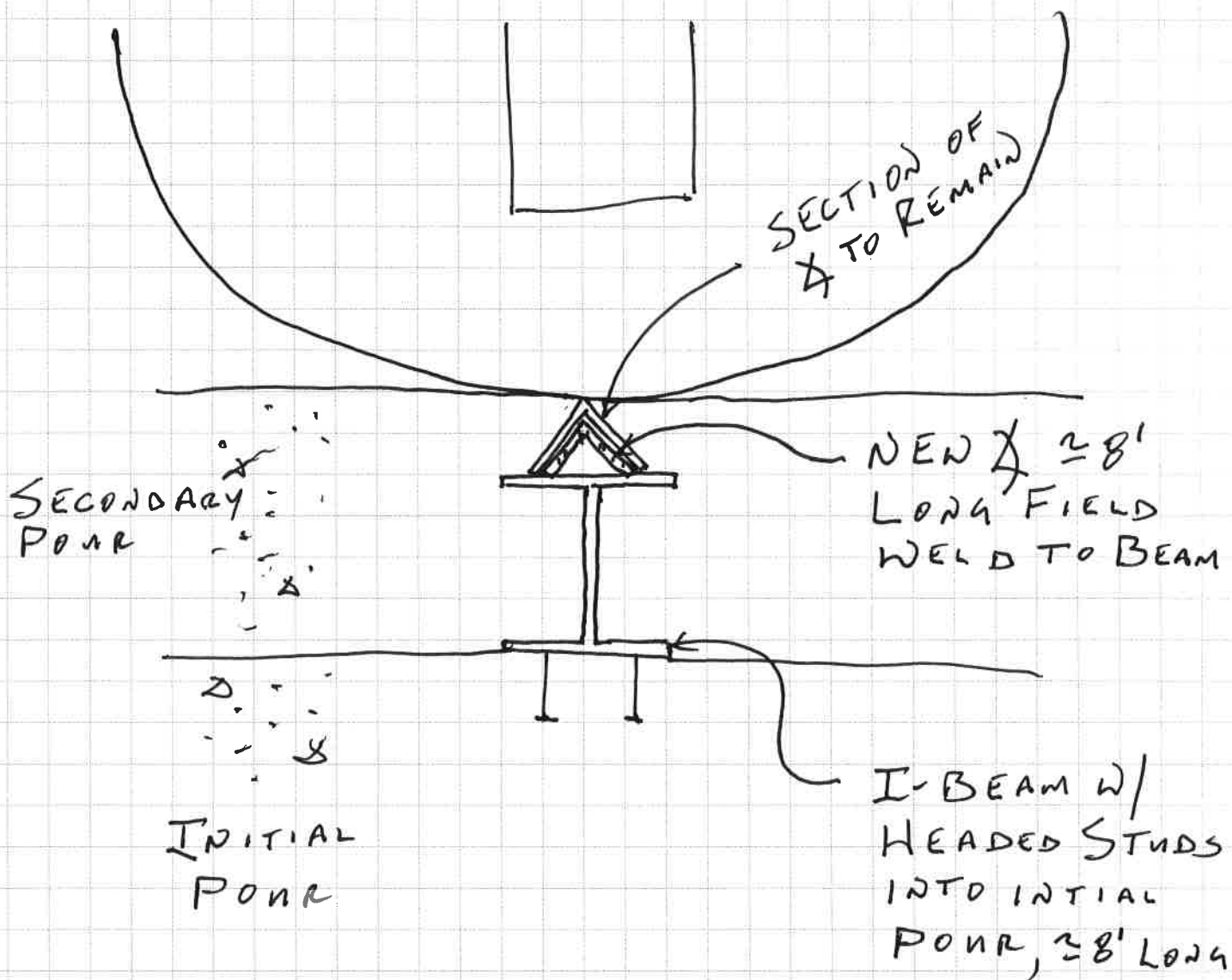
CALCULATED BY:

DATE _____

CHECKED BY _____

DATE _____

SCALE







We Are Columbia

MEETING DATE: December 18, 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)

PURPOSE: First reading approval was given on December 4, 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:** 2018-069 Kline Project Multi County Park (PDF)

HISTORY:

11/20/18	Columbia City Council	DEFERRED
12/04/18	Columbia City Council	APPROVED ON FIRST READING

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 time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, 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,

If the project proceeds in a phased approach, the first phase must meet the criteria established in Resolution No.: R-2018-108 to be eligible for the abatement. The time limit for the project abatement period as allowed in this ordinance shall begin the first full year for which the Developer owes a FILOT payment. The timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date. Any phasing is at the discretion of the developer with a full understanding of the limitations on the abatement amount of \$25,000 per space in the parking deck or no greater than fifteen (15) years, whichever occurs first; 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.

g. If at any time the developer elects to terminate use of parking for public parking purposes, the abatement shall terminate immediately and the owner will be required to reimburse the governing bodies the previous three years' worth of abatement. If the Developer sells the project as a whole or the garage, the abatement will continue for the remainder of the term, as long as the new owner adheres to the public parking commitments of the ordinance.

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.

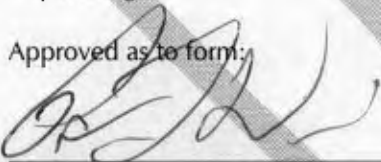
Requested by:

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-069
EXHIBIT A
PROPERTY 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.





We Are Columbia

MEETING DATE: December 18, 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)

PURPOSE: First reading approval was giving on December 4, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-067 BullStreet Project Multi County Park (PDF)

HISTORY:

11/20/18	Columbia City Council	DEFERRED
12/04/18	Columbia City Council	APPROVED ON FIRST READING

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 sf 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, the residential portion of the Project will serve as a catalyst for not only the +/- 65,000sf of Class-A retail space represented above, but also other retail, hospitality and office development. The Project is a key component of the 181-acre BullStreet District, which is striving to densely mix uses in a manner that drives private investment in the region and grows the tax base.

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:

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 time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, 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,~~

If the project proceeds in a phased approach, the first phase must meet the criteria established in Resolution No.: R-2018-108 to be eligible for the abatement. The time limit for the project abatement period as allowed in this ordinance shall begin the first full year for which the Developer owes a FILOT payment. The timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date. Any phasing is at the discretion of the developer with a full understanding of the limitations on the abatement amount of \$25,000 per space in the parking deck or no greater than fifteen (15) years, whichever occurs first; 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.

h. If at any time the developer elects to terminate use of parking for public parking purposes, the abatement shall terminate immediately and the owner will be required to reimburse the governing bodies the previous three years' worth of abatement. If the Developer sells the project as a whole or the garage, the abatement will continue for the remainder of the term, as long as the new owner adheres to the public parking commitments of the ordinance.

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

Mayor

Approved by:

City Manager

Approved as to form:

Senior Assistant City Attorney

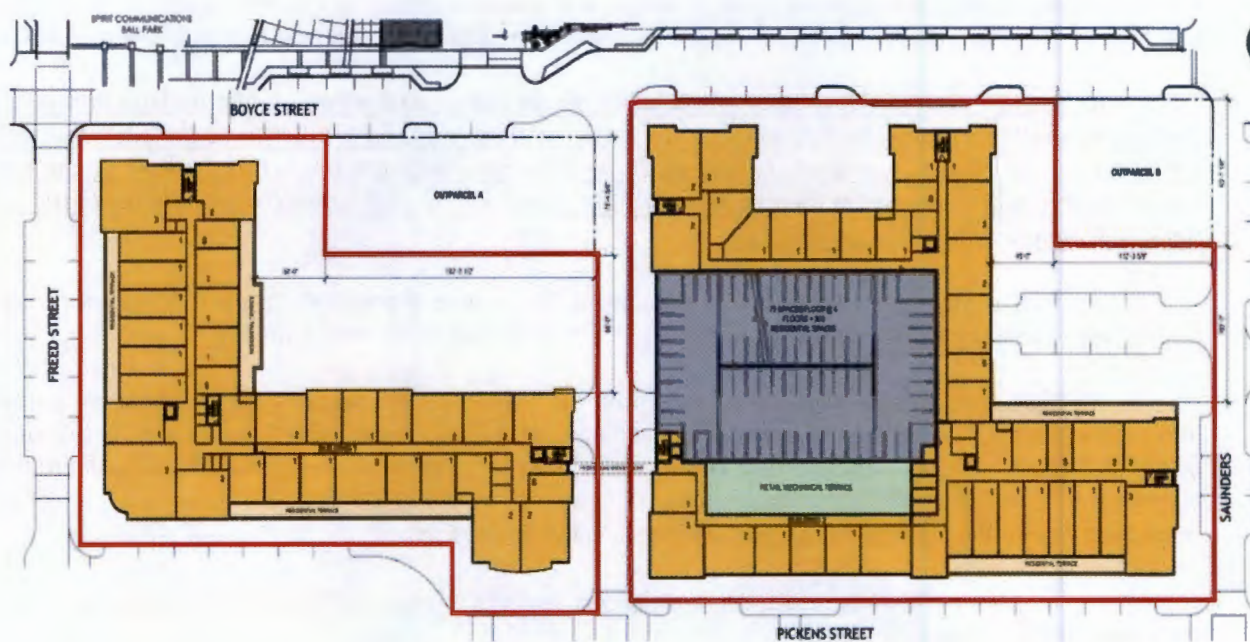
ATTEST:

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: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)

PURPOSE: First reading approval was giving on December 4, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-076 604 Huger Project Multi County Park (PDF)

HISTORY:

12/04/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-076

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(604 Huger, LLC – TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10)*

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 by 604 Huger, LLC, which is a subsidiary of PMC Property Group, Inc. (both individually and collectively, the "Developer") is a mixed-use commercial real estate development, including multi-family housing and retail, but which will not include student housing or private dormitories, on contiguous parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), along with parking garages and public improvements necessary to support the Project. The Project is estimated to be \$55.5 Million. The parking garage 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.

WHEREAS, PMC Property Group, Inc. has been actively involved in the redevelopment and local management of historic and Bailey Bill-eligible mixed-use commercial properties in the City for over sixteen years, and currently employs 26 local full-time employees and locally manages four development projects with capital expenditures totaling over \$145 Million; and,

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 consider 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 time that allows an abatement amount equivalent to \$25,000 per space for all spaces within the garage or no more than 15 years, whichever occurs first; and, 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,~~

If the project proceeds in a phased approach, the first phase must meet the criteria established in Resolution No.: R-2018-108 to be eligible for the abatement. The time limit for the project abatement period as allowed in this ordinance shall begin the first full year for which the Developer owes a FILOT payment. The timeline for additional phases shall be for the period of time or abatement amount that remains available on the original period and shall not have a new beginning date. Any phasing is at the discretion of the developer with a full understanding of the limitations on the abatement amount of \$25,000 per space in the parking deck or no greater than fifteen (15) years, whichever occurs first; and,

3. The Project will incorporate a minimum of 25% public parking in addition to the minimum requirements to meet the parking demands of the Project itself, which can be allocated between and among the parcels identified herein. 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 Property can include a blend of monthly, daily and/or 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 handicapped 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 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.

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 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, the details of which will be outlined in a separate management agreement.

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.

g. If at any time the developer elects to terminate use of parking for public parking purposes, the abatement shall terminate immediately and the owner will be required to reimburse the governing bodies the previous three years' worth of abatement. If the Developer sells the project as a whole or the garage, the abatement will continue for the remainder of the term, as long as the new owner adheres to the public parking commitments of the ordinance.

4. 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.

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 are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**ORDINANCE NO.: 2018-076
EXHIBIT A
PROPERTY DESCRIPTION**

604 HUGER, LLC

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS Nos.: 08914-01-10, 08914-01-06, and 08914-01-07

ALSO,

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring by deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS Nos.: 08914-01-08 and 08914-01-09



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Human Resources

FROM: *Pam Benjamin,*

SUBJECT: Recognition of Mr. Travos Brown as the December 2018
Employee of the Month - Mr. Joey Jaco, P.E., Director of
Utility Operations

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** December 2018 EOM.BrownTravos (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

NAME OF NOMINATED EMPLOYEE: Travos Brown

EMPLOYEE'S DEPARTMENT/DIVISION: Wastewater Management Division

Employee's Title: WWCS Foreman Date of Hire: June 3, 2002

Name of Nominator: Matthew Ramsey Date: November 26, 2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: *John L. Mander* Title: Supervisor

Name: *Matt Ramsey* Title: Division Head

Name: *JSR* Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Jody Harley Division: Wastewater Management

Name: Jason Manchec Division: Wastewater Management

Name: Martin Golston Division: Wastewater Management

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.



**Wastewater Management
Interoffice Memorandum**

DATE: November 26, 2018

TO: Joey Jaco, P.E., Director of Utility Operations

FROM: Matthew Ramsey, P.E., Contracts Project Manager/Acting Superintendent, Wastewater Management Division

RE: Employee of the Month Nomination – Wastewater Management – December 2018

I respectfully submit Travos Brown, Wastewater Collection System Foreman, for consideration as City of Columbia Employee of the Month for December 2018.

Travos has served the City of Columbia's sewer customers since June 3, 2002. In that time, Travos has risen to the position of Foreman and currently leads the Wastewater Management Division's primary stoppage response crew. In this position, Travos serves as the face of Wastewater Management and the City during his response to sewer customer concerns. Travos calmly and expertly works with customers in dire need to not only resolve their immediate sewer concerns but also to turn their negative experience into a positive interaction. His professional appearance, manner, and concern for customer service contribute greatly to his success.

Travos' enthusiasm and willingness to serve overflows into his professional interactions with colleagues and managers, as well. Travos is always willing to take on assignments and be the front line of Wastewater Management Division response. Travos expertly investigates sewer issues and provides clear feedback if further efforts are required from additional crews. Travos has also been a leader in the implementation of the Division's mobile Maintenance Management System. Travos responds to service requests and addresses work orders all via mobile tablet; a first of its kind effort for Wastewater Management Division the success of which Travos was an integral part. Travos patiently interacts with the Division's administrative staff even on the most hectic of days to ensure that Division processes and customer service are prioritized.

Travos is truly a valuable resource who was elected Wastewater Management Foreman of the Year in 2018 by his management team. I highly recommend Travos for the honor of Employee of the Month so that the City can recognize the outstanding employee that we work with each day.



ASSOCIATED CONTRACT NO.	MEMO SUBJECT	MEMO DATE
N/A	Employee of the Month Nomination – Wastewater Management – December 2018	11/26/2018

Regards,



Matthew Ramsey, P.E.
Contracts Project Manager/Acting Superintendent
Wastewater Management
Columbia Water
Cell: (803) 807-0335
Office: (803) 545-0415

CC: Jody Harley, Dee Dee Fail, Jason Manchee, Martin Golston



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: Recognition of Master Delton Myers - The Honorable Mayor
Stephen K. Benjamin

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: AC Flora Football Day Proclamation - The Honorable Mayor
Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** AC Flora Football Day proc (PDF)



City of Columbia
A Proclamation of AC Flora Football Day

WHEREAS, the AC Flora football team began the 2018 football season with 27 seniors returning from a grueling winless season the year before and then reestablished themselves and AC Flora Football as champions in 2018; and

WHEREAS, AC Flora started out the 2018 season 0-2, then defeated Columbia High School on August 30 for their first win of the season; and

WHEREAS, AC Flora won in a dramatic comeback victory in the final minute over rival Chapin High School for the Falcons' first win over the Eagles since 2014; and

WHEREAS, AC Flora marched through region play undefeated in dominate fashion with an average margin of victory of 30 points over their region opponents; and

WHEREAS, AC Flora Football tied the school record for the longest win streak ever at 9 games; and

WHEREAS, AC Flora Football won the first round of the playoffs over a solid Lancaster High School team 44-21; and

WHEREAS, AC Flora Football won all the individual region awards by receiving the Offensive Player of the Year, Defensive Player of the Year, Special Teams Player of the Year and Coach of the Year in Region 4-AAAA, as well as having 8 players named to the All-Region team; and

WHEREAS, the AC Flora football team is led by head coach Collin Drafts; and

WHEREAS, the City of Columbia is delighted to recognize the AC Flora football team and Coach Drafts for their great achievement this past season and wishes the program the best in the years to come.

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 December 18, 2018 to be

AC Flora Football 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: December 18, 2018

DEPARTMENT: Office of the Mayor

FROM: *Stephen Benjamin, Mayor*

SUBJECT: National Homeless Persons' Memorial Day Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** National Homeless Persons' Memorial Day proclamation (DOC)



City of Columbia
A Proclamation of National Homeless Persons' Memorial Day

WHEREAS, the winter poses extreme hardship for unsheltered and inadequately housed men, women and children; and

WHEREAS, the spirit of the holiday season of giving provides an opportunity for affirmation and renewal regarding the community's commitment to end homelessness; and

WHEREAS, December 21 has been designated National Homeless Persons' Memorial Day by the National Coalition for the Homeless and the National Health Care for the Homeless Council and is so recognized by cities nationwide; and

WHEREAS, the City of Columbia recognizes the importance of bringing attention to the tragedy of homelessness and remembering those who have died while homeless; and

WHEREAS, the City of Columbia is grateful to have partners throughout the city who help those men, women and children who are unsheltered and inadequately housed as an end to all homelessness is pursued.

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 December 21, 2018 to be

National Homeless Persons' Memorial 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: December 18, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

PURPOSE: Ordinance No.: 2018-071 -Annexing 112 Silo Court, Richland County TMS #111 08-01-12 and 11112-01-17

Council District: 3

Proposal: Request recommendation to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property is currently classified as Mixed Residential High Density and zoned Light Industrial (M-1) by Richland County.

Applicant: Stadium Suites Investors, LLC; JMG Realty, Inc. as agent

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

PC Recommendation: 12/03/18: Annex, Assign Interim Land Use & Interim Zoning; Pending

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_AO_Silo112 (PDF)
- **#b:** 2018-071 annex 112 Silo Court (PDF)



CITY COUNCIL

December 18, 2018 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment Case Summary 112 Silo Court; TMS# 11108-01-12 and 11112-01-17

Council District:	3	
Proposal:	Request recommendation to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property is currently classified as Mixed Residential High Density and zoned Light Industrial (M-1) by Richland County.	
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	12/03/18: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1st Reading:	12/18/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading:	01/08/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1st Reading	03/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading	04/16/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	03/19/19: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading	04/16/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current Richland County Land Use Classification: Mixed Residential High Density

Proposed Interim Land Use Classification: Industrial (IND)

Current Richland County Zoning: Light Industrial (M-1)

Proposed Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$87,000** annually to provide service for this private student dormitory based on calls for service to similar nearby properties within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Traffic Engineering

There are approximately 11 decorative streetlights that may need to be assumed by the City of Columbia. The annual cost is **approximately \$3,960**.

Solid Waste

The property is currently a private student dormitory. Solid Waste services cost would be \$0 since this service is not generally provided to this type of development.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

We recommend annexation of this property, a 924-bed private student dormitory on two adjacent parcels. The annual City real estate tax revenue generated for these parcels will be approximately **\$118,000**.

* Estimated City Tax Revenue is based on 2018 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002142)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign interim land use of Industrial (IND) and interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP) at the time of annexation.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

30.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

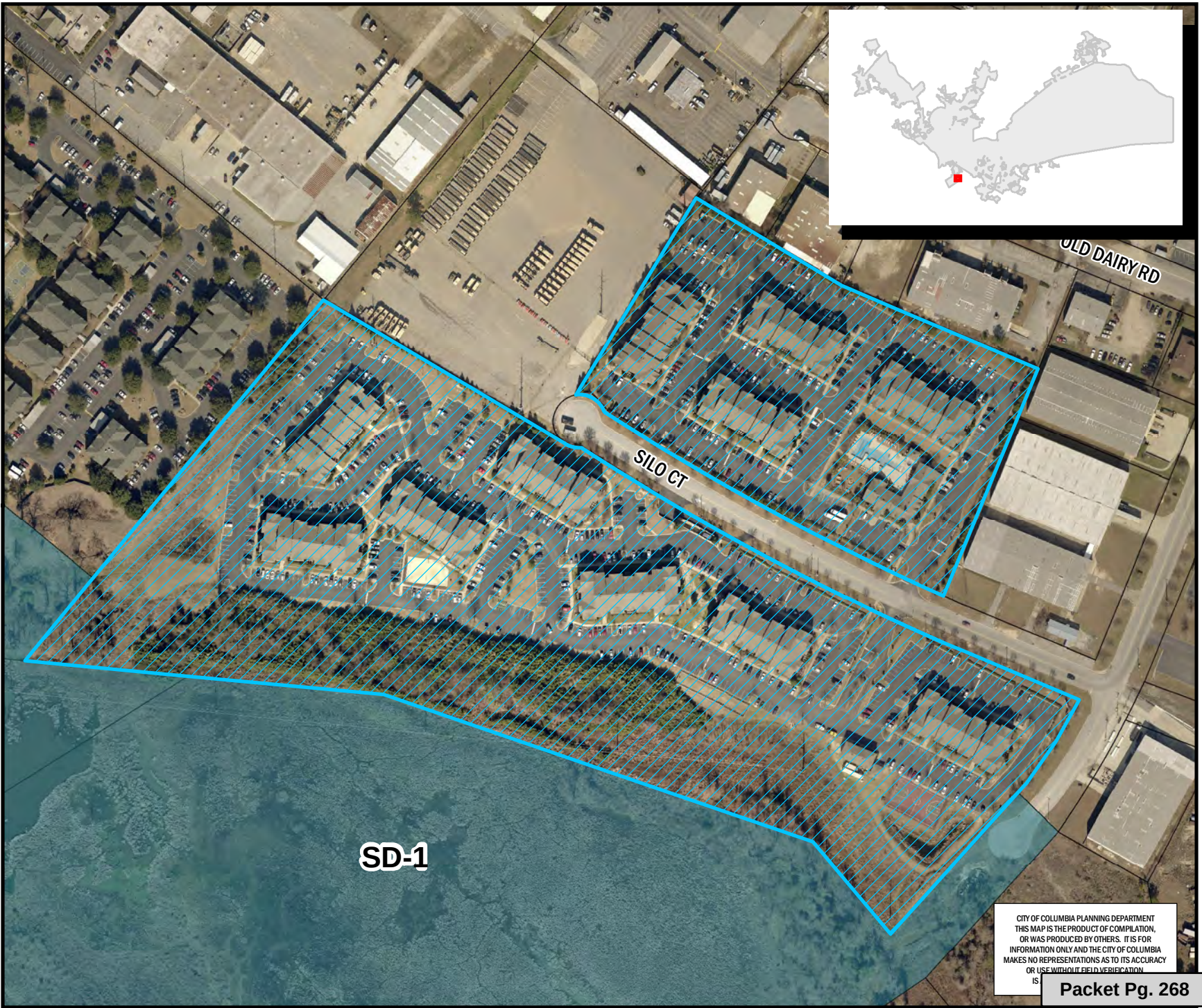


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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 15, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
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. 268

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

30.a

Legend

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	



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 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



Special Flood Hazard Area

Packet Pg. 269

ORDINANCE NO.: 2018-071

Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.01, contains 29.24 acres, and shall be assigned an interim land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11108-01-12 and 11112-01-17

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

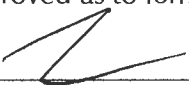
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-071

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown as Parcel "B", 5.59 acres/243,493 sq. ft.; Parcel "C", 6.37 acres/277,476 sq. ft.; Parcel "D", 9.62 acres/419,020 sq. ft.; and Parcel "E", 7.66 acres/333,879 sq. ft. on a plat prepared for CSC1, Limited Partnership, by Cox and Dinkins, Inc., dated October 8, 2003, and recorded in the Richland County ROD Office in Record Book 865, at Page 2328. Said plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 16, 2018

RE: **Property Address:** 112 Silo Court
Richland County TMS#: 11108-01-12 and 11112-01-17
Owner(s): Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial and Light Industrial within the Flood Protective Overlay (M-1 and M-1, -FP)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **December 3, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

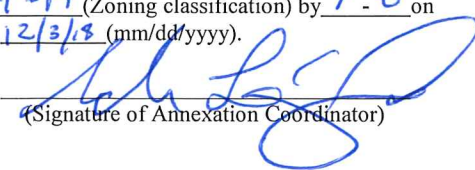
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: IND (Land Use classification) by 7-0 on 12/3/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1, M-1 -FP (Zoning classification) by 7-0 on 12/3/18 (mm/dd/yyyy).


(Signature of Annexation Coordinator)

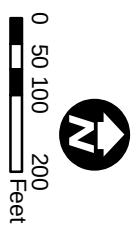


Future Land Use Map

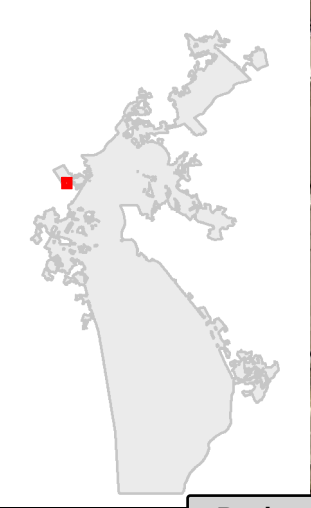
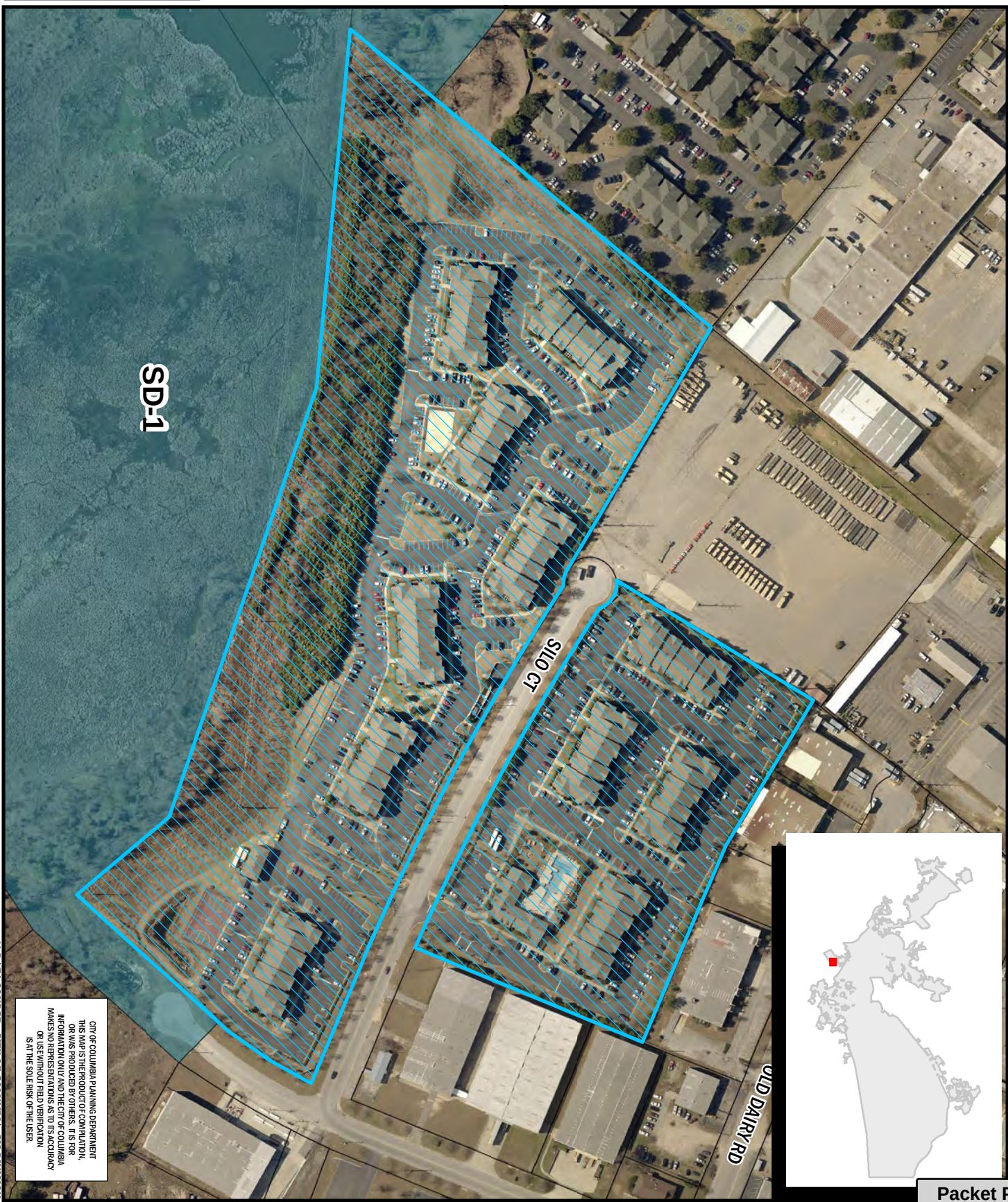
Department of Planning & Development Services

Legend
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMR - 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 Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Center
- AC-2 - Community Activity Center
- AC-3 - Regional Activity Center
- EC - Employment Campus
- ND - Industrial
- TU - Transportation & Utilities
- SP-1 - Sports/Amusement District
- SP-2 - Civic/Institutional District
- SP-3 - Central Business District
- SP-4 - Riverbanks Zoo and Garden
- SP-5 - Universities/Colleges
- SP-6 - Fort Jackson



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 15, 2018



112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: I

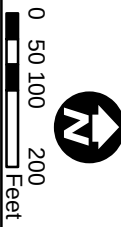
CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED, OR WAS PRODUCED BY OTHERS. IT IS FOR INFORMATION ONLY AND THE CITY OF COLUMBIA MAKES NO REPRESENTATIONS AS TO ITS ACCURACY OR USE WITHOUT FIELD VERIFICATION IS AT THE SOLE RISK OF THE USER.

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -

Legend

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-1 | M-2 |
| RD-2 | PUD-C |
| RD-1A | PUD-LS |
| RG-1 | PUD-LS-E |
| RG-2 | PUD-LS-R |
| RG-3 | PUD-R |
| UTD | OUT OF CITY |
| MX-1 | |
| MX-2 | |



ORIGINAL PREPARATION DATE:
This map was prepared by:

Shane Shlaughnessy
November 15, 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



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, in Richland County, South Carolina, and being shown as Parcel "B", 5.59 Acres/243,493 Sq. Ft.; Parcel "C", 6.37 Acres/277,476 Sq. Ft.; Parcel "D", 9.62 Acres/419,020 Sq. Ft.; and Parcel "E", 7.66 Acres/333,879 Sq. Ft. on a plat prepared for CSC1, Limited Partnership, by Cox and Dinkins, Inc., dated October 8, 2003, and recorded in the Richland County ROD office in Record Book 865, at Page 2328. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 11108-01-12 and 11108-01-17

Property Addresses: 112 Silo Court

Stadium Suites Investors, LLC

BY: _____


 Jean Woodruff
 IMG Realty Inc.
 (Print or Type Name)

Date: _____

10-30-18

ITS: _____

agent for owner

as agent for owner

Date	Crops				Total
	Wheat	Barley	Oats	Hay	
1897	1000	500	200	100	1800
1898	1200	600	300	150	2250
1899	1100	550	250	120	2020
1900	1300	700	350	180	2530
1901	1400	800	400	200	2800
1902	1500	900	450	220	3070
1903	1600	1000	500	250	3350
1904	1700	1100	550	280	3630
1905	1800	1200	600	300	3900
1906	1900	1300	650	320	4170
1907	2000	1400	700	350	4450
1908	2100	1500	750	380	4730
1909	2200	1600	800	400	5000
1910	2300	1700	850	420	5270
1911	2400	1800	900	450	5550
1912	2500	1900	950	480	5830
1913	2600	2000	1000	500	6100
1914	2700	2100	1050	520	6370
1915	2800	2200	1100	550	6650
1916	2900	2300	1150	580	6930
1917	3000	2400	1200	600	7200
1918	3100	2500	1250	620	7470
1919	3200	2600	1300	650	7750
1920	3300	2700	1350	680	8030
1921	3400	2800	1400	700	8300
1922	3500	2900	1450	720	8570
1923	3600	3000	1500	750	8850
1924	3700	3100	1550	780	9130
1925	3800	3200	1600	800	9400
1926	3900	3300	1650	820	9670
1927	4000	3400	1700	850	9950
1928	4100	3500	1750	880	10230
1929	4200	3600	1800	900	10500
1930	4300	3700	1850	920	10770
1931	4400	3800	1900	950	11050
1932	4500	3900	1950	980	11330
1933	4600	4000	2000	1000	11600
1934	4700	4100	2050	1020	11870
1935	4800	4200	2100	1050	12150
1936	4900	4300	2150	1080	12430
1937	5000	4400	2200	1100	12700
1938	5100	4500	2250	1120	12970
1939	5200	4600	2300	1150	13250
1940	5300	4700	2350	1180	13530
1941	5400	4800	2400	1200	13800
1942	5500	4900	2450	1220	14070
1943	5600	5000	2500	1250	14350
1944	5700	5100	2550	1280	14630
1945	5800	5200	2600	1300	14900
1946	5900	5300	2650	1320	15170
1947	6000	5400	2700	1350	15450
1948	6100	5500	2750	1380	15730
1949	6200	5600	2800	1400	16000
1950	6300	5700	2850	1420	16270
1951	6400	5800	2900	1450	16550
1952	6500	5900	2950	1480	16830
1953	6600	6000	3000	1500	17100
1954	6700	6100	3050	1520	17370
1955	6800	6200	3100	1550	17650
1956	6900	6300	3150	1580	17930
1957	7000	6400	3200	1600	18200
1958	7100	6500	3250	1620	18470
1959	7200	6600	3300	1650	18750
1960	7300	6700	3350	1680	19030
1961	7400	6800	3400	1700	19300
1962	7500	6900	3450	1720	19570
1963	7600	7000	3500	1750	19850
1964	7700	7100	3550	1780	20130
1965	7800	7200	3600	1800	20400
1966	7900	7300	3650	1820	20670
1967	8000	7400	3700	1850	20950
1968	8100	7500	3750	1880	21230
1969	8200	7600	3800	1900	21500
1970	8300	7700	3850	1920	21770
1971	8400	7800	3900	1950	22050
1972	8500	7900	3950	1980	22330
1973	8600	8000	4000	2000	22600
1974	8700	8100	4050	2020	22870
1975	8800	8200	4100	2050	23150
1976	8900	8300	4150	2080	23430
1977	9000	8400	4200	2100	23700
1978	9100	8500	4250	2120	23970
1979	9200	8600	4300	2150	24250
1980	9300	8700	4350	2180	24530
1981	9400	8800	4400	2200	24800
1982	9500	8900	4450	2220	25070
1983	9600	9000	4500	2250	25350
1984	9700	9100	4550	2280	25630
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1986	9900	9300	4650	2320	26170
1987	10000	9400	4700	2350	26450
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1989	10200	9600	4800	2400	27000
1990	10300	9700	4850	2420	27270
1991	10400	9800	4900	2450	27550
1992	10500	9900	4950	2480	27830
1993	10600	10000	5000	2500	28100
1994	10700	10100	5050	2520	28370
1995	10800	10200	5100	2550	28650
1996	10900	10300	5150	2580	28930
1997	11000	10400	5200	2600	29200
1998	11100	10500	5250	2620	29470
1999	11200	10600	5300	2650	29750
2000	11300	10700	5350	2680	30030
2001	11400	10800	5400	2700	30300
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2003	11600	11000	5500	2750	30850
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2005	11800	11200	5600	2800	31400
2006	11900	11300	5650	2820	31670
2007	12000	11400	5700	2850	31950
2008	12100	11500	5750	2880	32230
2009	12200	11600	5800	2900	32500
2010	12300	11700	5850	2920	32770
2011	12400	11800	5900	2950	33050
2012	12500	11900	5950	2980	33330
2013	12600	12000	6000	3000	33600
2014	12700	12100	6050	3020	33870
2015	12800	12200	6100	3050	34150
2016	12900	12300	6150	3080	34430
2017	13000	12400	6200	3100	34700
2018	13100	12500	6250	3120	34970
2019	13200	12600	6300	3150	35250
2020	13300	12700	6350	3180	35530
2021	13400	12800	6400	3200	35800
2022	13500	12900	6450	3220	36070
2023	13600	13000	6500	3250	36350
2024	13700	13100	6550	3280	36630
2025	13800	13200	6600	3300	36900
2026	13900	13300	6650	3320	37170
2027	14000	13400	6700	3350	37450
2028	14100	13500	6750	3380	37730
2029	14200	13600	6800	3400	38000
2030	14300	13700	6850	3420	38270
2031	14400	13800	6900	3450	38550
2032	14500	13900	6950	3480	38830
2033	14600	14000	7000	3500	39100
2034	14700	14100	7050	3520	39370
2035	14800	14200	7100	3550	39650
2036	14900	14300	7150	3580	39930
2037	15000	14400	7200	3600	40200
2038	15100	14500	7250	3620	40470
2039	15200	14600	7300	3650	40750
2040	15300	14700	7350	3680	41030
2041	15400	14800	7400	3700	41300
2042	15500	14900	7450	3720	41570
2043	15600	15000	7500	3750	41850
2044	15700	15100	7550	3780	42130
2045	15800	15200	7600	3800	42400
2046	15900	15300	7650	3820	42670
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2058	17100	16500	8250	4120	45970
2059	17200	16600	8300	4150	46250
2060	17300	16700	8350	4180	46530
2061	17400	16800	8400	4200	46800
2062	17500	16900	8450	4220	47070
2063	17600	17000	8500	4250	47350
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2065	17800	17200	8600	4300	47900
2066	17900	17300	8650	4320	48170
2067	18000	17400	8700	4350	48450
2068	18100	17500	8750	4380	48730
2069	18200	17600	8800	4400	49000
2070	18300	17700	8850	4420	49270
2071	18400	17800	8900	4450	49550
2072	18500	17900	8950	4480	49830
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2078	19100	18500	9250	4620	51470
2079	19200	18600	9300	4650	51750
2080	19300	18700	9350	4680	52030
2081	19400	18800	9400	4700	52300
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2084	19700	19100	9550	4780	53130
2085	19800	19200	9600	4800	53400
2086	19900	19300	9650	4820	53670
2087	20000	19400	9700	4850	53950
2088	20100	19500	9750	4880	54230
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2090	20300	19700	9850	4920	54770
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2092	20500	19900	9950	4980	55330
2093	20600	20000	10000	5000	55600
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2096	20900	20300	10150	5080	56430
2097	21000	20400	10200	5100	56700
2098	21100	20500	10250	5120	56970
2099	21200	20600	10300	5150	57250
2100	21300	20700	10350	5180	57530

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NOW OR FORMERLY
 PULLMAN/KENNEL ASSOCIATES
 IM5311169-1-2

ONE X (SND)

1. The first part of the document is a list of names and addresses, which are arranged in a columnar fashion. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list is organized into two columns, with the names on the left and the addresses on the right. The names are: John A. Smith, John B. Smith, John C. Smith, John D. Smith, John E. Smith, John F. Smith, John G. Smith, John H. Smith, John I. Smith, John J. Smith, John K. Smith, John L. Smith, John M. Smith, John N. Smith, John O. Smith, John P. Smith, John Q. Smith, John R. Smith, John S. Smith, John T. Smith, John U. Smith, John V. Smith, John W. Smith, John X. Smith, John Y. Smith, John Z. Smith. The addresses are: 123 Main St., 456 Main St., 789 Main St., 101 Main St., 202 Main St., 303 Main St., 404 Main St., 505 Main St., 606 Main St., 707 Main St., 808 Main St., 909 Main St., 1010 Main St., 1111 Main St., 1212 Main St., 1313 Main St., 1414 Main St., 1515 Main St., 1616 Main St., 1717 Main St., 1818 Main St., 1919 Main St., 2020 Main St., 2121 Main St., 2222 Main St., 2323 Main St., 2424 Main St., 2525 Main St., 2626 Main St., 2727 Main St., 2828 Main St., 2929 Main St., 3030 Main St., 3131 Main St., 3232 Main St., 3333 Main St., 3434 Main St., 3535 Main St., 3636 Main St., 3737 Main St., 3838 Main St., 3939 Main St., 4040 Main St., 4141 Main St., 4242 Main St., 4343 Main St., 4444 Main St., 4545 Main St., 4646 Main St., 4747 Main St., 4848 Main St., 4949 Main St., 5050 Main St., 5151 Main St., 5252 Main St., 5353 Main St., 5454 Main St., 5555 Main St., 5656 Main St., 5757 Main St., 5858 Main St., 5959 Main St., 6060 Main St., 6161 Main St., 6262 Main St., 6363 Main St., 6464 Main St., 6565 Main St., 6666 Main St., 6767 Main St., 6868 Main St., 6969 Main St., 7070 Main St., 7171 Main St., 7272 Main St., 7373 Main St., 7474 Main St., 7575 Main St., 7676 Main St., 7777 Main St., 7878 Main St., 7979 Main St., 8080 Main St., 8181 Main St., 8282 Main St., 8383 Main St., 8484 Main St., 8585 Main St., 8686 Main St., 8787 Main St., 8888 Main St., 8989 Main St., 9090 Main St., 9191 Main St., 9292 Main St., 9393 Main St., 9494 Main St., 9595 Main St., 9696 Main St., 9797 Main St., 9898 Main St., 9999 Main St.

1952年11月11日

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 The Plastics Library, Frankston Services, Inc.
 1500 17th St., Suite 100
 Frankston, PA 17068
 CALL 1-866-721-7877
 1-800-721-7877
 FAX 717-787-7877
 E-MAIL: info@plasticslibrary.com
 WWW: www.plasticslibrary.com
CALL BEFORE you DIG!

NOW OR FORMERLY
WILLIAM MAXWELL GREGG

9.82 ACRES,
19.020 59.1

0277.435 171

NOTE:

PARCEL 7TH IS TO REMAIN THE SAME
TOTAL AREA OF THE COMBINED LOT = 21.98 ACRES / 939,989 SQ. FT.
EDUCATION PROPERTY LINES BETWEEN PARCELS 8TH, 9TH & 10TH ARE TO BE ABANDONED

ALTA/CACSM LAND TITLE SURVEY

CSC1, LIMITED PARTNERSHIP

RICH AND COUNTY WHEAT COLUMBIA, MO.

There is a growing body of evidence that the use of the word "terrorism" is becoming increasingly common in the media and in public discourse. This is particularly true in the context of the current conflict in the Middle East, where the term is often used to describe the actions of groups such as Hamas and Hezbollah. However, the use of this term is not without controversy, as it can be seen as a way of delegitimizing the actions of these groups and of justifying the actions of the Israeli government. In this paper, we will explore the use of the word "terrorism" in the media and in public discourse, and we will discuss the implications of this use for the conflict in the Middle East.

REFERENCES:

NOTES

[illegible][illegible]

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We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-073 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #13609-01-01 and TMS #13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF #250-461

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:** 2018-073 easement to SCE&G CPD Firing Range Shop Road (PDF)

ORDINANCE 2018-073

Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS#13609-01-01 and TMS#13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF#250-461

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement along the subject City-owned properties for the installation of electric utilities to serve the Columbia Police Firing Range at Shop Road and Interstate 77; and,

WHEREAS, the plans for the overhead electric utilities, underground transformer and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing nor planned City utilities; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____ 2018, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to SOUTH CAROLINA ELECTRIC & GAS COMPANY for ingress, egress, installation and maintenance of overhead electric utilities, underground transformer and appurtenances along the subject properties.

The referenced easement is shown on a drawing prepared for "Columbia Police Department Firing Range", sheet 1 of 1, Drawing #D-83088, and being on file in the office of the Department of Engineering under file reference #250-461. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

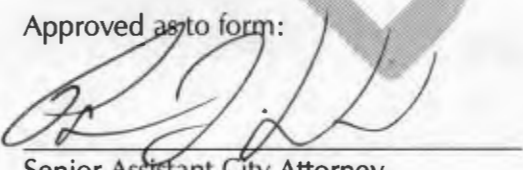
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



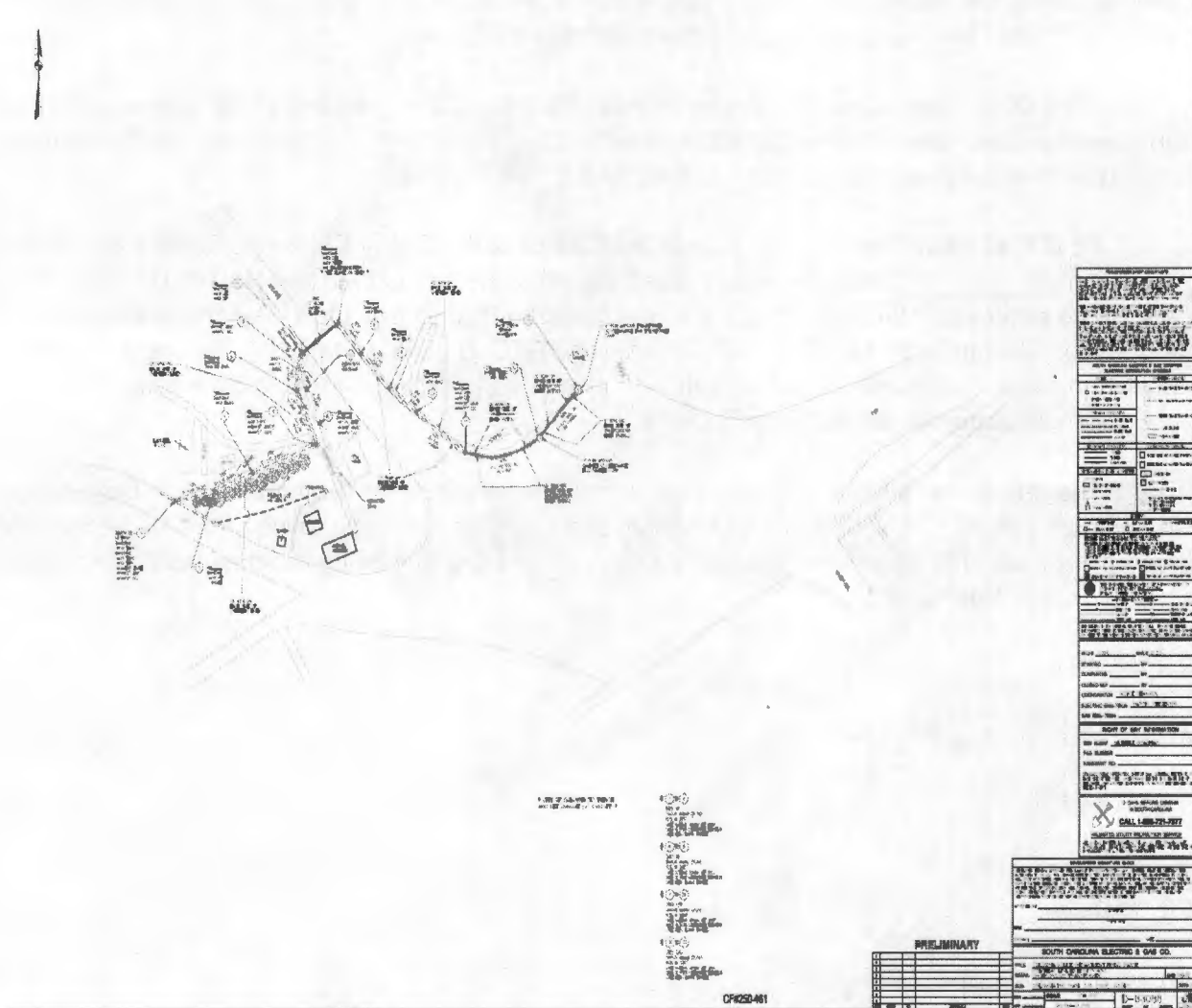
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-073
EXHIBIT "A"
SCE&G DRAWING #D-83088
PROJECT NAME: COLUMBIA POLICE DEPARTMENT FIRING RANGE
CF#250-461





We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426

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:** 2018-074 easement to SCE&G Townpark at Bull Street (PDF)

ORDINANCE 2018-074

*Granting an Easement to South Carolina Electric and Gas Company (SCE&G)
Along a Portion of City-Owned Property Identified as Richland County TMS#11501-01-13
for Townpark at Bull Street Development; CF#250-426*

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement along the subject City-owned property for construction of electric lines and natural gas lines for Townpark in the Bull Street Development; and

WHEREAS, the plans for the new electric lines and natural gas lines have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **SOUTH CAROLINA ELECTRIC & GAS COMPANY** for ingress, egress, installation and maintenance of electric lines, natural gas lines and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for "Town Park at Bull Street", electric drawing sheet 1 of 1, dated September 27, 2017, Project #D-82689 and gas construction drawing sheet 1 of 1, dated October 3, 2017, and being on file in the office of the Department of Engineering under City file reference #250-426. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

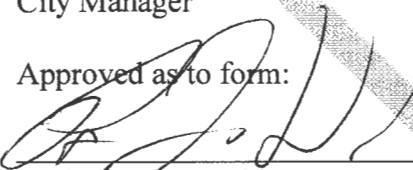
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

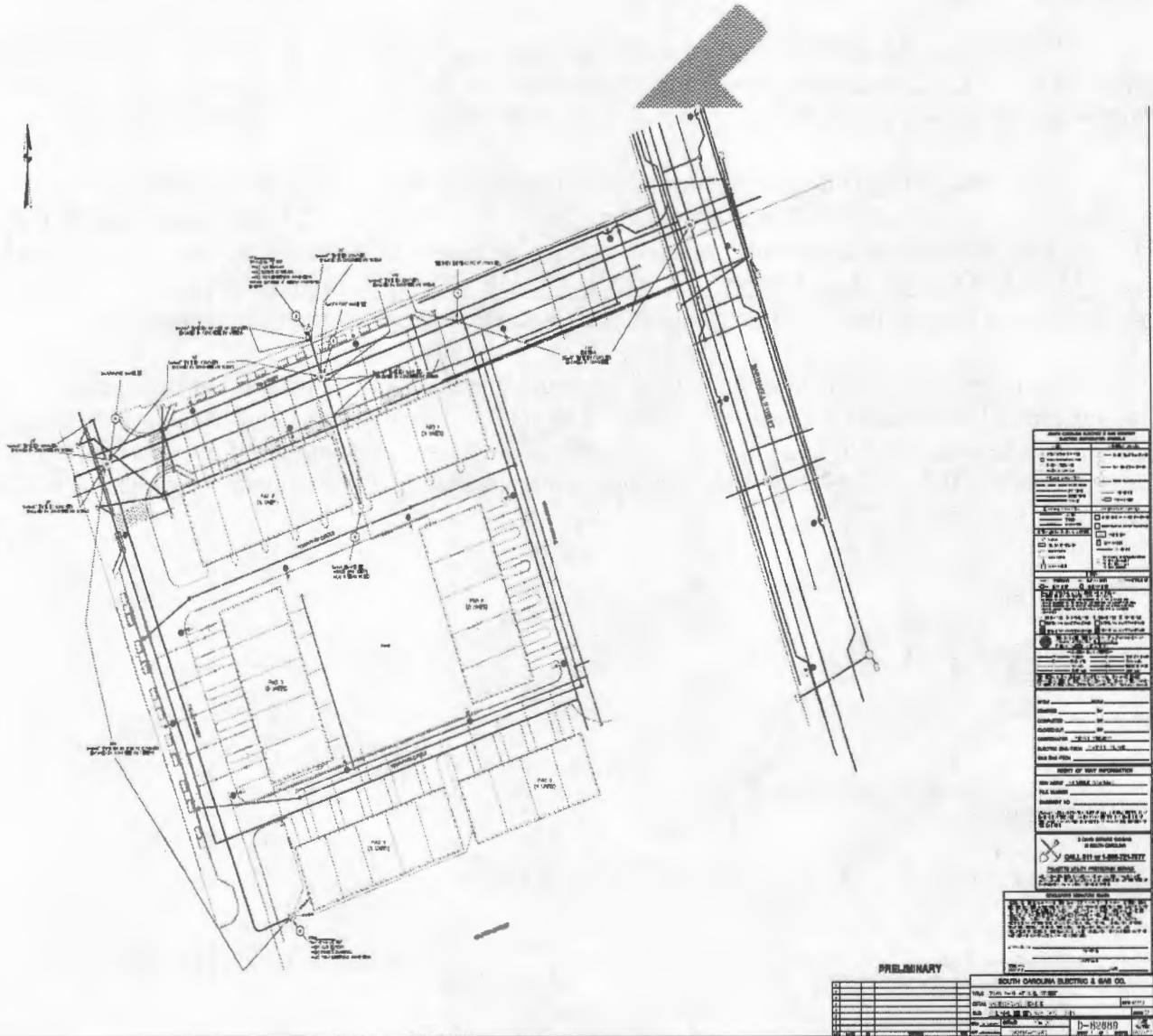
ORDINANCE NO.: 2018-074

EXHIBIT "A"

SCE&G EASEMENT #896225

PROJECT NAME: UNDERGROUND ELECTRIC LINES AND NATURAL GAS LINES FOR TOWN PARK AT BULL STREET

CF#250-426

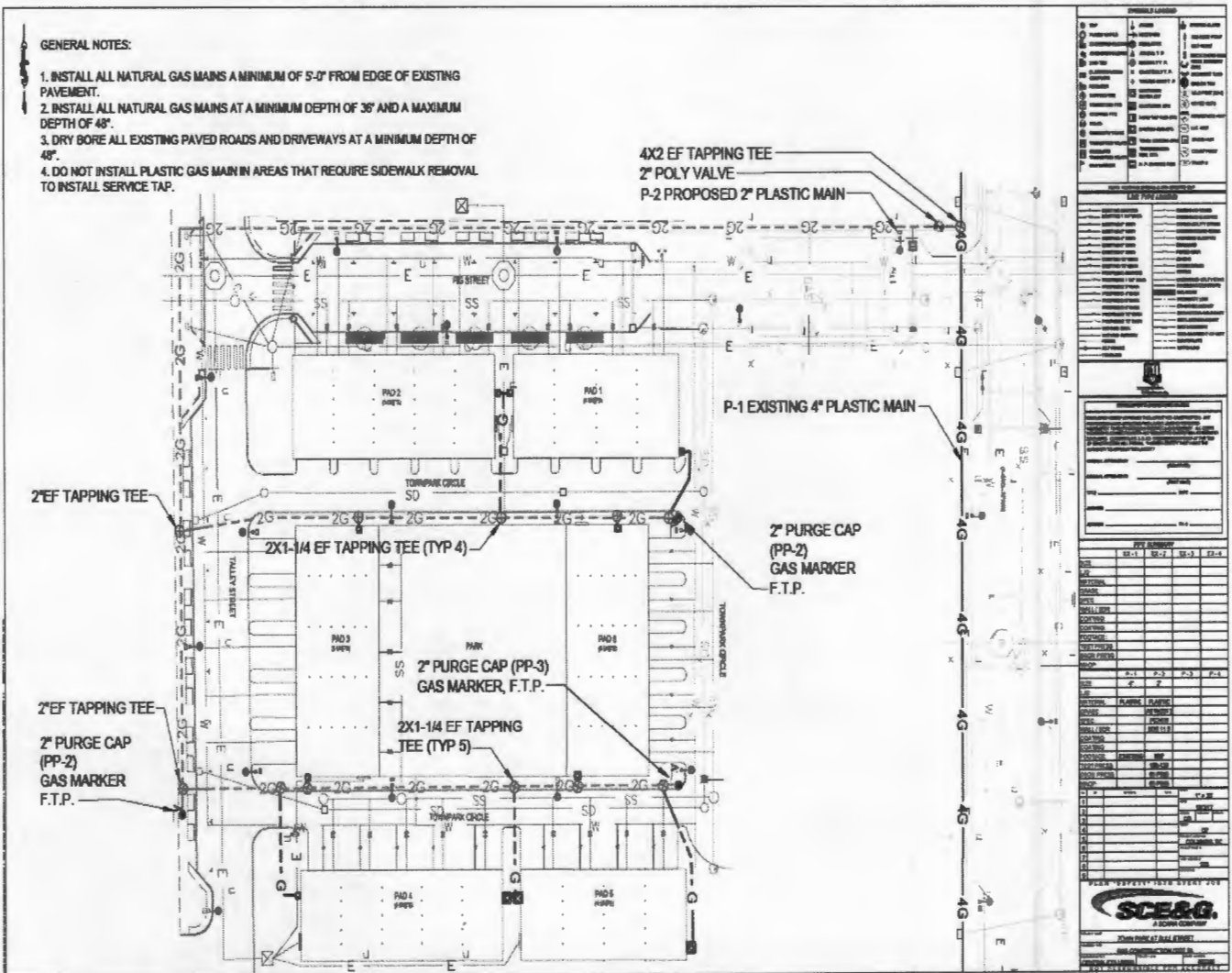


Last revised: 11/26/2018
 18002825

EXHIBIT "A"

PROJECT NAME: UNDERGROUND ELECTRIC LINES AND NATURAL GAS LINES FOR TOWN PARK AT BULL STREET

CF#250-426





We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-077 encroach Washington Street LLC, KC Udani 911 Washington (PDF)

ORDINANCE NO.: 2018-077

Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

WHEREAS, Washington Street, LLC, KC Udani (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18 for installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length and six (6') feet in width; a brick paver walkway approximately twenty-two (23') feet in length and three (3) feet in width; a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width; a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width; a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the right of way area of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18 for installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length and six (6') feet in width; a brick paver walkway approximately twenty-two (23') feet in length and three (3) feet in width; a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width; a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width; a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

Last revised: 11/29/2018
18002862

LEGAL DEPARTMENT DRAFT

- 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services.
- 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

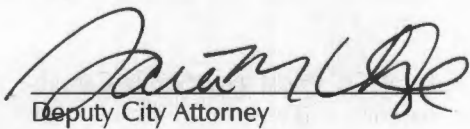
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-077**



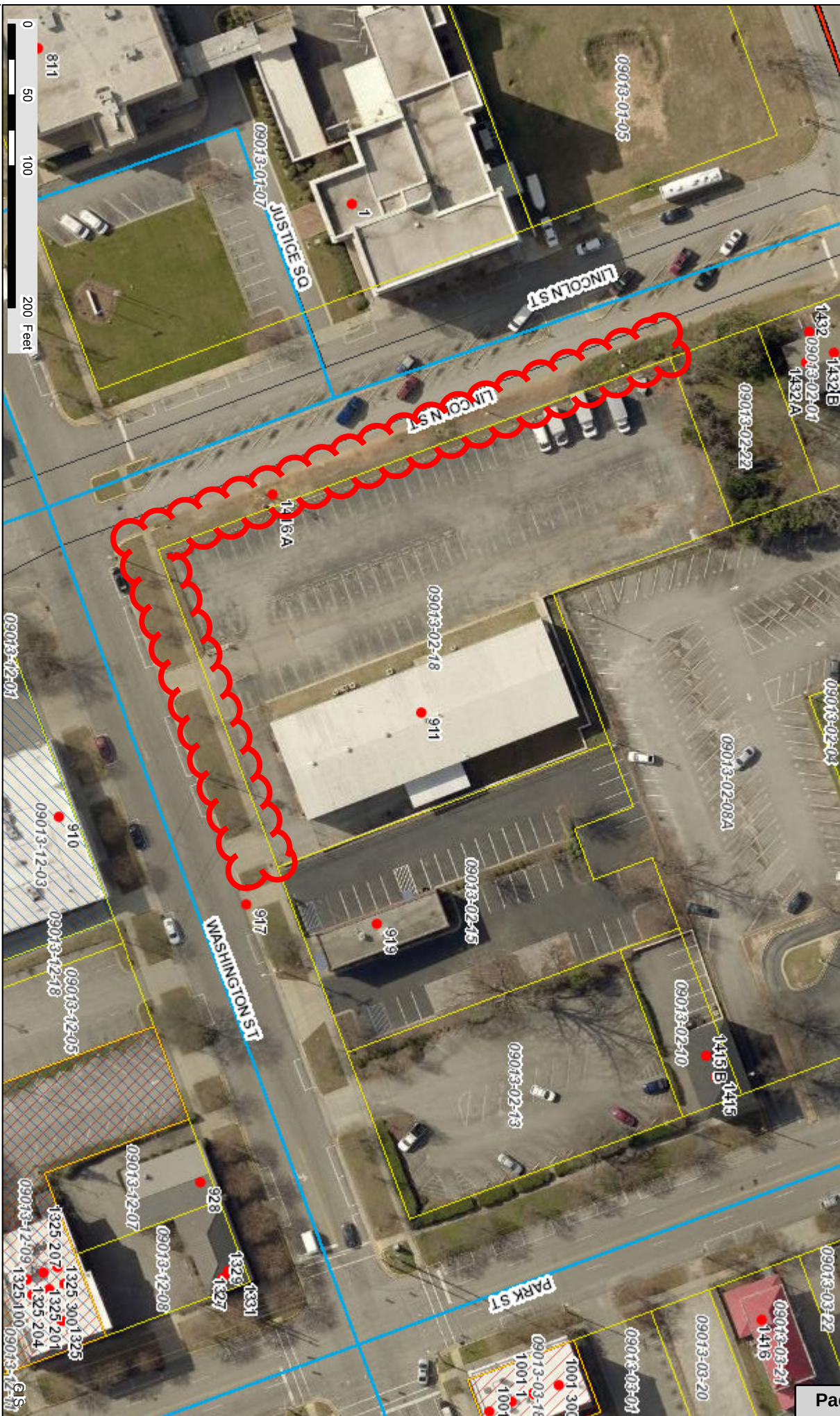
**900 BLOCK OF WASHINGTON STREET AND 1400 BLOCK OF LINCOLN STREET
ADJACENT TO 911 WASHINGTON STREET
SIDEWALKS, DRIVEWAYS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS#09013-02-18
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, landscaping and irrigation
Applicant:	Washington Street LLC, KC Udani
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length six (6') feet in width, brick pavers walkway approximately twenty-two (23') feet in length three (3) feet in width, a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width, a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width, a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width, landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
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CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

LD-2018-0044 33.a

LDP-2018-0047

911 Washington Street

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, etc.), an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinance includes: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; etc. Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, including the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8 1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29201, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 8/22/18 Property Owner: Washington Street LLC
Business Name/Applicant's Name if different than owner: KC Udani
Contact Information: Telephone Number: 803-439-8019 Fax Number: _____
Mailing address: 124 Sir Edwards Lane, Lexington, SC 29072 E-mail address: kudani@swamihotelgroup.com
Business Name/Development Name for Encroachment: _____

Encroachment type: ☒ Wall ☐ Fence ☐ Columns ☒ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: Handicap ramp

Dimensions (height/width/length): See attached plans
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: See attached plans

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Staller
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

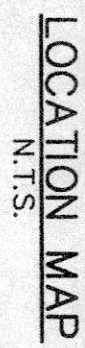
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803-545-3785
803-733-8648
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

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jsfellows@columbiasc.net
kbcook@columbiasc.net
jlthompson@columbiasc.net
zpkay@columbiasc.net
aemoore@columbiasc.net
lsstaller@columbiasc.net
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ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdkdscott@columbiasc.net
lsmatney@columbiasc.net



OTHER PLANTINGS OR SEEDING AS CONTAINED IN THE CRITICAL AREA STABILIZATION SECTION OF SCS HANDBOOK "EROSION AND SEDIMENT CONTROL IN DEVELOPING AREAS" MAY BE USED PROVIDED ALL APPLICABLE SPECIFICATIONS CONTAINED IN SAID HANDBOOK ARE COMPLIED WITH

TOTAL DFS = 37.5

NOTE:
ALL PLANT MATERIAL TO BE MECHANICALLY
IRRIGATED. CONTRACTOR TO INSTALL

TREE BASIS:
TREES REQUIRED:

SHRUBS ARE REDUCED BY 2/3

DISTURBED AREA:	1.5 AC.
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CITY OF COLUMBIA
SOUTH CAROLINA

720 OLD CHEROKEE ROAD
LEXINGTON, SOUTH CAROLINA 29072
803-957-7027 FAX 877-728-0808

Sheet	1
Drawn by:	TB
Designed by:	TB
Checked by:	TB
Scale:	$1''=20'$
Project No.	17189
Date:	8/21/2018
Drawing No.	1



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Economic Development

FROM: *Ryan Coleman,*

SUBJECT: Resolution No.: R-2018-110 - Authorizing the City Manager to execute a Memorandum of Understanding between Midlands Technical College Enterprise Campus Authority, Central SC Alliance and the City of Columbia for construction of a 50,000 square foot speculative industrial shell building by Samet Corporation

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

Midlands Technical College Enterprise Campus Authority (MTCECA) is requesting the use of the Central SC Alliance's Inventory Building Incentive Program on behalf of the City of Columbia for the purpose of developing a +/-50,000 square foot spec building within the limits of the City of Columbia, on the Enterprise Campus. MTCECA will assume all rights and responsibilities for the program and development of the spec building and property.

ATTACHMENTS:

- **#a:** R-2018-110 MOA MTCECA and Central SC Alliance (Samet) (PDF)

RESOLUTION NO.: R-2018-110

Authorizing the City Manager to execute a Memorandum of Understanding between Midlands Technical College Enterprise Campus Authority, Central SC Alliance and the City of Columbia for construction of a 50,000 square foot speculative industrial shell building by Samet Corporation

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between Midlands Technical College Enterprise Campus Authority, Central SC Alliance and the City of Columbia for construction of a 50,000 square foot speculative industrial shell building by Samet Corporation within the Midlands Technical College Enterprise Campus Authority industrial park.

Requested by:

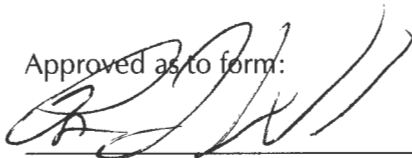
Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Memorandum of Agreement (MOA)
Between
Midlands Technical College Enterprise Campus Authority
And
Central SC Alliance
And
the City of Columbia

Subject: Assignment of Rights and Responsibilities for Midlands Technical College Enterprise Campus Authority ("MTCECA") to utilize the Central SC Alliance Inventory Building Incentive Program ("the Program") on behalf of the City of Columbia ("the City") for the purpose of Real Industrial Property Development within the city limits of Columbia.

Purpose: The purpose of this MOA is to set forth an agreed upon scope of service and to define the terms and conditions under which the service will be provided.

MTCECA is currently recruiting businesses to locate to its industrial park which consists of 110 acres of developable real estate directly adjacent to Midlands Technical College's Northeast Campus. MTCECA's industrial park provides a suitable location for commercial and light industrial tenants and is designed to facilitate collaborations between industry and Midlands Technical College. Those collaborations will improve workforce development programs and provide better skilled labor to the businesses along with training and job opportunities for the students.

MTCECA has negotiated an agreement with Samet Corporation ("Samet") whereby Samet will construct a 50,000+/- square foot, speculative industrial shell building on a designated lot within the MTCECA industrial park. Pursuant to that agreement, MTCECA may become responsible for paying or ensuring the payment of the annual interest accrued on the cost of constructing the speculative industrial shell in the event that the shell has not been sold or leased and more than twelve (12) months have elapsed from the shell's date of substantial completion.

MTCECA is located within the City's municipal limits and the City has an interest in seeing the property developed in a manner that will create revenue for the City. MTCECA approached the City to request the utilization of the Program on behalf of the City, in an amount not to exceed Two Hundred Thousand and No/100 (\$200,000.00) Dollars, for the purpose of paying or ensuring the payment of the annual interest accrued on the cost of constructing the speculative industrial shell as discussed above.

Scope of Services: The City of Columbia will allow Midlands Technical College Enterprise Campus Authority to utilize the Central SC Alliance's Inventory Building Incentive Program, on behalf of the City of Columbia, to assist with the development and construction of a 50,000+/- square foot, speculative industrial shell building on a designated lot within the MTCECA industrial park.

Terms and Conditions under which the service will be provided:

1. Central SC Alliance will provide a loan to MTCECA under the Program in a total amount not to exceed Two Hundred Thousand and No/100 (\$200,000.00) Dollars for the purpose of paying or ensuring the payment of the interest accrued on the cost of constructing the speculative industrial

shell building as provided in that certain agreement between MTCECA and Samet discussed in the Purpose section of this MOA.

2. Said loan proceeds may be disbursed in installments of varying amounts sufficient enough to cover the interest payments as they become due and Central SC Alliance shall make such disbursements upon MTCECA's written request, within five (5) business days of each respective request pursuant to an executed promissory note for each disbursement requested as detailed in the Central SC Alliance letter dated November 20, 2018.

3. Funds provided by Central SC Alliance under the Program bear no interest with repayment due to the Alliance at the time the subject speculative industrial shell building sells as discussed in the above referenced letter.

4. The City and Central SC Alliance will not have any type of ownership interest whatsoever in or to the subject real estate and industrial shell building by virtue of this MOA and its subject matter.

5. The City and Central SC Alliance will not have any rights and responsibilities whatsoever for the design, development, construction, lease or sale of the speculative industrial shell building.

6. Construction of the speculative industrial shell building must commence no later than six (6) months from the date this MOA is executed by all parties.

7. Construction of the speculative industrial shell building shall be complete no later than eighteen (18) months from the date this MOA is executed by all parties.

8. MTCECA will assume all responsibilities for the repayment of the loan to Central SC Alliance at the time the subject speculative industrial shell building sells, as detailed in the above referenced letter, and the City shall have no responsibility whatsoever for the repayment of the loan to Central SC Alliance.

Time of Services: This MOA shall be effective upon its execution and shall remain effective until such time as all rights and responsibilities arising from this MOA have been fulfilled.

Additional Terms and Conditions:

1. This MOA constitutes the entire agreement of the parties hereto, and supersedes all prior understandings with respect to the subject matter hereof.

2. This Agreement may be amended only by an instrument in writing executed by both parties hereto.

3. Should any provision of this MOA be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this MOA.

4. This MOA may not be assigned by either party hereto without prior written consent of the other parties. Nothing in this MOA, express or implied, is intended to confer upon any person,

other than the parties to this MOA and their successors and permitted assigns, any rights or remedies under or by reason of this MOA.

5. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. If default be made in the performance of or compliance with any obligations herein, by either party, the non-prevailing party in any action brought to enforce the terms of this MOA shall be responsible to the prevailing party for the reimbursement of all reasonable attorneys' fees and costs incurred by the prevailing party in such action.

7. The Section and paragraph headings in this MOA are for reference purposes only and shall not affect the meaning or interpretation of this MOA.

8. This MOA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

9. This MOA shall be construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, Midlands Technical College Enterprise Campus Authority has caused this Memorandum of Agreement to be executed on _____, 2018.

Witness

Dr. Ron Rhames, Chief Executive Officer
Midlands Technical College Enterprise
Campus Authority

IN WITNESS WHEREOF, the City of Columbia has caused this Memorandum of Agreement to be executed on _____, 2018.

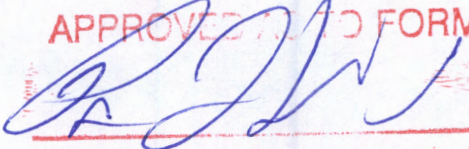
Witness

Teresa B. Wilson, City Manager
City of Columbia

IN WITNESS WHEREOF, Central SC Alliance has caused this Memorandum of Agreement to be executed on _____ 2018.

Witness

G. Michael Briggs, President
Central SC Alliance

APPROVED TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to fill the Attorney position to the Design Development Review Commission.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** DDRC Memo (PDF)



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley M. Jenkins

DATE: December 14, 2018

SUBJECT: Design/Development Review Commission

Purpose: The purpose of this commission is to advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas; carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section; plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city; engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city; advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article; advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article; advise the city council in actions of eminent domain taken in furtherance of the purposes of this article; upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.

Composition: This commission is comprised of nine (9) members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint one (1) individual that represents the following: Attorney



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#b:** Memo to Council for CHA (PDF)

HISTORY:

12/04/18 Columbia City Council DEFERRED



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: November 29, 2018

SUBJECT: Housing Authority of the City of Columbia

Purpose: The mission of the Columbia Housing Authority is "to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life". Term – 5 years.

Composition: The board consists of seven (7) members that will include one (1) member who must be a resident of the Housing Authority.

Term for this board is five (5) years with one (1) reappointment.

All appointees must reside in the corporate limits of the city.

Request: Council is asked to appoint one (1) individual



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Council is asked to approve a Municipal Pole Use Agreement between the City of Columbia and Cellco Partnership, d/b/a Verizon Wireless for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services.

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** Cellco (Verizon) Municipal Pole Agreement 12-18 (PDF)

MUNICIPAL POLE USE AGREEMENT

THIS MUNICIPAL POLE USE AGREEMENT (this "Use Agreement") is entered into as of the date of the last signature affixed hereto, by and between the CITY OF COLUMBIA, a City under the State of South Carolina (the "City"), and Cellco Partnership, d/b/a Verizon Wireless, a Delaware Company ("Company").

RECITALS

A. Company owns, constructs, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Public Service Commission of South Carolina, a fiber-based wireless telecommunications Network or Networks (as defined below) serving Company's customers and utilizing [microcellular optical conversion?] Equipment (as defined below) certified by the Federal Communications Commission.

B. The City owns, operates and maintains Municipal Facilities (as defined below) in the Public Way (as defined below).

C. For purpose of operating the Network, Company wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way on the Municipal Facilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 *Equipment.* "Equipment" means the optical converters, power amplifiers, radios, multiplexers, microcells, remote radio units, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singly or collectively, to be installed and operated by Company hereunder.

1.2 *Fee.* "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.3 *ILEC.* "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to the residents of the City.

1.4 *Installation Date.* "Installation Date" shall mean the date that the first Equipment is installed by Company pursuant to this Use Agreement.

1.5 *Laws.* "Laws" means any and all applicable and lawful statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.6 *Municipal Facilities.* "Municipal Facilities" means City-owned electric utility poles, streetlight poles, lighting fixtures, or traffic signal poles located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.7 *Network.* "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical networks operated by Company to serve its wireless carrier customers in the City.

1.8 *Public Way.* "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

1.9 *Services.* "Services" means the RF transport and other telecommunications services provided through the Network by Company to its customers.

2. TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Effective Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement may be renewed automatically for three (3) successive terms of five (5) years each, on the same terms and conditions as set forth herein, unless Company notifies the City of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term.

3. SCOPE OF USE AGREEMENT. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land or any Municipal Facility, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City except that it is agreed that no zoning or planning board permit, variance, conditional use permit or site plan permit, or their equivalent under the City's ordinances, codes or laws, shall be required for the installation and operation of Company's Equipment installed on Municipal Facilities, unless such a process has been required for the placement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s). Company in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation by the City of any and all Municipal Facilities or other utilities allowed to attach to such facilities; provided however, that no third party carrier or utility placing equipment on any Municipal Facility after Company have previously placed its Equipment shall have the right to interfere with or require any change or modification in Company's installation or operations upon such Municipal Facility. Company shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

3.1 Attachment to Municipal Facilities. For each Municipal Facility to which Company desires to attach Equipment, Company shall complete the City's reasonable and standard application for same, and provide such information related to the proposed Equipment attachment as City shall reasonably require. City hereby authorizes and permits Company to enter upon the Public Way in order to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for each Facility for which Company desires to attach its Equipment for the purposes of operating the Network and providing Services. On a case-by-case basis subject to City approval in its sole but reasonable discretion, subject to the provisions of § 4.3 below and sufficient available excess electrical power to do so, Company shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. If the City initially disapproves of the Company's proposed Equipment in an application, the City and Company shall thereafter work together in good faith to determine if a modification of a particular Facility may be made to cause such Facility to be structurally sufficient to accommodate the Company's Equipment and, if notwithstanding the foregoing collaborative efforts, the City thereafter nonetheless disapproves of the Company's proposed Equipment, the City must have reasonably determined that any feature of proposed Equipment forming the basis of such denial cannot be remedied by rearranging, expanding or otherwise re-engineering the particular Facilities at the reasonable and actual cost of City to be reimbursed by Licensee. The denial of an application for the attachment of Equipment to Municipal Facilities must be on a reasonable, non-discriminatory basis but, subject to the foregoing, otherwise can be based upon the size, quantity, shape, color, weight, configuration or other physical properties of Company's Equipment if a reasonable basis exists for such denial based upon standards uniformly applied by the City in its review and approval of applications submitted by other carriers, if the City and Company are unable to agree upon a rearrangement, expansion or re-engineering; provided however, that if the Equipment proposed for such application substantially conforms to one of the approved configurations and Equipment specifications set forth in Exhibit A, such Equipment and application with respect to same shall be deemed acceptable to the City. The rights granted in this section for Company to enter upon the Public Way for purposes of utilizing Equipment upon Municipal Facilities shall expressly include the right of Company to enter upon the Public Way for purposes of installing its Equipment upon assets owned by third parties for purposes of providing Services, under such terms as shall be mutually agreeable between the Company and such third party. This Use Agreement shall provide any and all necessary rights and consents for Company's entry in and upon and occupancy upon a Public Way for

operating Equipment in connection with the provision of Services upon poles and other structures owned by third parties otherwise lawfully permitted and in occupancy within a Public Way.

4. COMPENSATION; UTILITY CHARGES. Company shall be solely responsible for the payment of all lawful Fees in connection with Company's performance under this Use Agreement, including those set forth below.

4.1. *Annual Fee.* In order to compensate the City for Company's use of Municipal Facilities, Company shall pay to the City an annual fee (the "Annual Fee") in the amount equal to two hundred seventy Dollars (\$270.00) for the use of each Municipal Facility upon which Equipment is being installed pursuant to this Use Agreement. The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Municipal Facilities upon which Equipment is installed during the preceding twelve (12) months multiplied by the Annual Fee, prorated as appropriate for a partial year based upon the Installation Date of the Company's Equipment, and shall be due and payable not later than sixty (60) days after each anniversary of the Installation Date. For the purpose of calculating the Annual Fee remittance, all Equipment attached by Company to one Municipal Facility shall constitute one installation and therefore a single use of a Municipal Facility. The City represents and covenants that the City owns all Municipal Facilities for the use of which it is collecting from Company the Annual Fee pursuant to this § 4.1.

4.2 *Accounting Matters.* Company shall keep records of its Installation consistent with its standard practices of account at its administrative office. The Company shall provide such information concerning the Company's Installations on the Municipal Facilities as the City may request from time to time upon the City giving to Company not less than thirty (30) days prior written notice and, except for proprietary information, the Company shall provide the City with sufficient information so that the City may verify the Company's Installations, the Installation Date, and the date of removal of any Installation by the Company from a Municipal Facility, if relevant to the City's request. The City agrees to hold in confidence any non-public information it learns from Company to the fullest extent permitted by Law and further agrees to execute and deliver to Company the Company's standard confidentiality agreement if requested by Company.

4.3 *Electricity Charges.* For all electrical power obtained from third party providers, Company shall be solely responsible for the payment of all electrical utility charges to the applicable utility provider based upon the Equipment' usage of electricity and applicable tariffs.

5. CONSTRUCTION. Company shall comply with the material provisions of all applicable federal, State, and City codes, specifications, and requirements, if any, related to the construction, installation, operation, maintenance, and control of Company's Equipment installed on Municipal Facilities in the City. Company shall not attach, install, maintain, or operate any Equipment in or on Municipal Facilities without the prior approval of the City for each location.

5.1 *Obtaining Required Permits.* If the attachment, installation, operation, maintenance, or location of the Equipment on the Municipal Facilities shall require any permits, Company shall, if required under applicable City ordinances, apply for the appropriate permits and pay any standard and customary permit fees then being charged by City, so long as the permit fees and process that the City requests of Company are non-discriminatory and equivalent to the fees and the process to which other wireless telecommunications providers are subject. Such fees and charges shall remain level and shall not be increased except upon not less than sixty (60) days prior notice to Company, which notice shall be delivered in accordance with Section 8 hereof.

5.2 *Location of Equipment.* After approval and upon the completion of installation, Company promptly shall furnish to the City a pole list showing the exact location of the Equipment on the Municipal Facilities. Additional installations during the term of this Use Agreement shall be approved and installed in accordance with this Use Agreement.

5.3 *Relocation and Displacement of Equipment.* Company understands and acknowledges that the City may require Company to relocate one or more of its Equipment installations. Company shall at the City's direction relocate such Equipment at Company's sole cost and expense, whenever the City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of any Municipal Facilities, or other

equipment in the Public Way; or (c) to protect or preserve the public health or safety. Except in the event where an existing Company Installation is posing an imminent threat to property or person, Company shall not be required to relocate its Equipment except upon not less than one hundred twenty (120) days prior written notice from City, which notice shall include City's reasonable explanation of the determination for such relocation. The City agrees that a City project shall not be deemed to include a relocation for purposes of creating center lines for another telecommunications provider. In any such case, the City shall use its best efforts to afford Company a reasonably equivalent alternate location. If Company shall fail to relocate any Equipment as requested by the City within a reasonable time, in no event less than 120 days, under the circumstances in accordance with the foregoing provision, shall be entitled to relocate the Equipment at Company's sole cost and expense, without further notice to Company. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform Company of the planned displacement or removal of any pole on which any Equipment is located, which notice shall be given not later than ninety (90) days prior to the planned date of such displacement or removal. If, at any time during the Term, The City determines that utility facilities will be placed underground in an area including any Municipal Facilities upon which Company has installed Equipment, Company and the City will cooperate in good faith on the design and installation, at Company's costs, of suitable replacement facilities, including Decorative Streetlight Poles.

5.4 Relocations at Company's Request. In the event Company desires to relocate any Equipment from one Municipal Facility to another, Company shall so advise the City. The City will use its best efforts to accommodate Company by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

5.5 Damage to Public Way. Whenever the removal or relocation of Company's Equipment is required or permitted under this Use Agreement, and such removal or relocation by Company shall cause the Municipal Facilities to be damaged, Company, at its sole cost and expense, shall promptly repair and return the Public Way and Municipal Facilities in and on which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Company does not repair the site as just described, then the City shall have the option, upon thirty (30) days' prior written notice to Company, to perform or cause to be performed such reasonable and necessary work on behalf of Company and to charge Company for the actual costs incurred by the City at the City's standard rates. Upon the receipt of a demand for payment by the City, which demand shall be accompanied by reasonable documentation of the amount of costs actually incurred by the City, Company shall promptly reimburse the City for such costs.

6. INDEMNIFICATION AND WAIVER. Company agrees to indemnify, defend, protect, and hold harmless the City, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent directly or proximately resulting from Company's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City.

6.1 Intentionally Deleted.

6.2 Limitation of Liability. The City shall be liable only for the cost of repair to damaged Equipment arising from the negligence or willful misconduct of the City, its employees, agents, or contractors. In no event shall either party be liable for indirect or consequential damages.

7. INSURANCE. Company shall obtain and maintain at all times during the term of this Use Agreement (i) Commercial General Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, \$2,000,000 general aggregate including a products and completed operations policy aggregate limit of \$2,000,000. (ii) Commercial Automobile Liability insurance with a combined single limit of liability per accident of \$1,000,000 for bodily injury and property damage covering all owned, non-owned and hired vehicles. The Commercial General Liability insurance policy shall include the City, its elected officials, officers, and employees as additional insureds as their interest may appear under this Agreement as respects any covered liability arising out of Company's performance of work under this Use Agreement. The Commercial General Liability coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not

acceptable. Such insurance must be replaced if canceled. Upon receipt of notice from its insurer(s) Company shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage.

7.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, Company shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that Company's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 8 below.

7.2 Workers' Compensation Insurance. Company shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit and shall furnish the City with a certificate showing proof of such coverage.

7.3 Insurer Criteria. Any insurance provider of Company shall be admitted and authorized to do business in the state in which the City is located and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a Financial Size Category of "VII" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

7.4 Severability of Interest. Any insurance policy deductibles or self-insured retentions shall be the responsibility of Company. The City shall have no responsibility to pay or reimburse either. The Commercial General Liability and Automobile Liability policies shall each contain a severability of interest or separation of insureds clause such that the insurance applies to each insured as if they were the only insured and separately to each insured against whom a claim is made, except for insurance policy limits.

8. NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by first-class mail addressed as follows:

To the City: CITY OF COLUMBIA
Attention: City Manager
Post Office Box 147
Columbia, SC 29217

To the Company: Cellco Partnership
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

And notices given under Article 5 of this Agreement shall also be provided to the following address for Company:
Cellco Partnership
8921 Research Drive
Charlotte, NC 28262
Attn: Sr. Manager, Network Real Estate
Small Cells/DAS

8. Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile or email. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

9. TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty five (45) days of receipt of written notice of default (or, if such default is not curable within ninety (90) days, if the defaulting party fails to commence such cure within ninety (90) days and fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be thirty (30) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term. For the avoidance of doubt, a termination by the City in connection with an uncured default committed by Company shall only relate to the particular Municipal Facility to which the uncured breach pertains if such uncured breach relates only to a particular Municipal Facility location, and shall not work to terminate this Use Agreement as to the remaining Municipal Facilities upon which Company is operating its equipment. As to all remaining Municipal Facilities then utilized by Company pursuant to this Use Agreement, this Agreement shall remain in full force and effect.

10. ASSIGNMENT. This Use Agreement shall not be assigned by Company without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Company may, during the term of this Use Agreement, assign or transfer this Use Agreement to (i) any affiliate of Company or to a partnership of which at least fifty percent (50%) of the units are owned directly or indirectly by Company or its parent company; or (ii) to any successor to Company's business, or a substantial part thereof, whether through merger, amalgamation, consolidation or sale of assets, or to any entity which acquires all or substantially all of Company's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. "Affiliate" as used in this Section 24 shall mean any corporation, partnership or other entity which controls, is controlled by, or is under common control with the Company or which acquires more than fifty percent (50%) of Company's assets or more than fifty percent (50%) of Company's capital stock (each, an "Assignee"), without the prior consent of City. Any assignment or transfer pursuant to the foregoing shall be referenced herein as an "Exempted Transfer".

11. MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

11.1 Nonexclusive Use. Company understands that this Use Agreement does not provide Company with exclusive use of any Municipal Facility and that the City shall have the right to permit other providers of communications services to install equipment or devices on Municipal Facilities. The City agrees promptly to notify Company of the receipt of a proposal for the installation of communications equipment or devices on Municipal Facilities. In addition, the City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment on Municipal Facilities. The City shall use commercially reasonable efforts, exercised in good faith, to address any interference with Company's Equipment caused by installations made by third parties upon any Municipal Facilities. The City shall not knowingly permit any third party to conduct operations which interfere with Company's Equipment, once the City and such interfering party have been apprised of the existence of interference. Company shall also use commercially reasonable efforts exercised in good faith to resolve any claims of interference asserted by any third party as against Company.

11.2 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

11.3 Severability of Provisions. If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

11.4 Contacting Company. Company shall be available to the staff employees of any City department having jurisdiction over Company's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation,

maintenance, or removal of the Equipment. The City may contact by telephone the network operations center operator at telephone number (800) 852-2671 regarding such problems or complaints.

11.5 *Governing Law; Jurisdiction.* This Use Agreement shall be governed and construed by and in accordance with the laws of the State of South Carolina, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state or federal courts in Richland County, South Carolina.

11.6 *Consent Criteria.* In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

11.7 *Representations and Warranties.* Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

11.8 *Amendment of Use Agreement.* This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

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

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

Witnesses:

CELLCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY: _____
Name: _____
Title: _____
Date: _____

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
Title: City Manager
Date: _____

Exhibits: Exhibit A – Approved configurations and Equipment specifications

APPROVED AS TO FORM

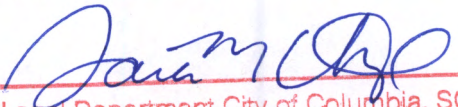

Legal Department City of Columbia, SC

EXHIBIT A**Radios**

- Pole/wall/rail mount
 - 11.5 lbs (weight)
 - 9.8" x 7.9" x 4.0" (dimensions)
- Pole/wall/rail mount
 - 455 mm x 335 mm x 240 mm (dimensions)
 - 32 kg (weight)
- Pole/wall/rail mount
 - 11.03 lbs

Cabinets

- 27" x 28" x 20" (dimensions)
- 160 lbs (weight)

- 70" x 23.7" x 22.8" (dimensions)
- 108 lbs (weight)

Antenna

- 11.8" x 23.8" x 3.6" (dimensions)
- 30 lbs (weight)

- 20.5" x 4.9" x 7.9" (dimensions)
- 29 lbs (weight)



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Finlay Park Development Opportunity

PURPOSE: Council is informed that Whitewater Holdings, LLC, a firm located in Charlotte, NC, provided the sole response to the Request for Proposals for the Finlay Park Development Opportunity issued on October 5, 2018.

Council is asked to authorize the City Manager to collaborate with Whitewater Holdings, LLC to create a comprehensive conceptual design for the Finlay Park Development Opportunity.

Next steps will include City staff review and direction with emphasis on what is in the best interest of our residents and visitors as the primary focus for this Public Park. In addition, there will be an opportunity for public input.

It is important to note that this authorization to collaborate does not constitute a final contract. The final contract will be presented to Council for approval prior to any work commencing and prior to the issuance of a Notice to Proceed and a City of Columbia Purchase Order.

REQUISITION NO.: R193736

FINANCIAL IMPACT:

ORIGINAL BUDGET: unforeseen need

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Services to be performed will impact City Council District 2. The Procurement and Contracts Director and the Director of Parks and Recreation recommend approval.



We Are Columbia

MEETING DATE: December 18, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to refer a review of Residential Historic Designations to the Arts and Historic Preservation Committee, as requested by The Honorable Moe Baddourah.

FINANCIAL IMPACT: