



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 19, 2017**

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, December 19, 2017 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 Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

ROLL CALL

INVOCATION

ADOPTION OF THE AGENDA

CITY COUNCIL DISCUSSION

1. STAR Community Update - Mr. Robert Anderson, Public Works Director

EXECUTIVE SESSION

2. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

Municipal Court

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

*Columbia-Richland 911 Communications Center
Stormwater Fees
Freedom of Information Act*

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

*Bike Share
Lockhart*



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*Lower Richland Sewer Agreement
Utilities in County Designated Service Area Intergovernmental Agreement
HUD Agreement*

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

Parking

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

6. Council is asked to approve the October 3, 2017 and October 17, 2017 Meeting Minutes.

CONSENT AGENDA ITEMS 7 THROUGH 19

7. Council is asked to approve the Delta Dental Benefits Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Delta Dental of Missouri as a third party administrator in the amount of \$60,000.00. This firm is located in Columbia, SC.

Funding Source: Dental Insurance Fund, 6028931-636600. The original budgeted amount is \$60,000.00.

8. Council is asked to approve the Pharmacy Benefit Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Medco/Express Scripts as the third party administrator in the amount of \$138,000.00. This firm is located in St. Louis, MO.

Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$138,00.00.



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9. Council is asked to approve the Medicare Supplemental and Prescription Coverage Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to United Healthcare as a third party administrator in the amount of \$2,346,963 .00. This firm is located in Hot Springs, AR.

Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$2,346,963.00.

10. Council is asked to approve the Health Benefits Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Blue Cross Blue Shield as the third party administrator in the amount of \$2,611,182.00 for Annual Administration Fees and \$774,850.00 for Employee Health Center Costs for a total amount of \$3,386,032.00. This firm is located in Columbia, SC

Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$3,386,032.00.

11. Council is asked to approve the Purchase of five (5) Chevrolet Equinox Vehicles for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$111,694.85. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital 6308972-658500. The original budgeted amount is \$111,694.85.

12. Council is asked to approve Project WM438701; Pay Difference to up-size water main at Blaine Street for Southern Wine and Spirits, as requested by Columbia Water. Award to LAD Corporation in the amount of \$73,880.00. This firm is located in Columbia, SC.

Funding Source: Fiscal Year 2017/2018 CIP WM438701-Southern Wine and Spirits. The pay difference reimbursement total is \$73,880.00.

13. Council is asked to approve Construction Services for a Water Main Replacement at Bookman Road, as requested by Columbia Water. Award to Northeast Backflow, a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$105,600.00. This firm is located in Lugoff, SC.

Funding Source: 5529999-WM441401-658650. The original budgeted amount is \$105,600.00.



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This is a Protégé Led Project. Carolina Tap & Bore, Inc. of Columbia, SC is the Mentor and Northeast Backflow of Lugoff, SC is the protégé.

Sub-consultant Fortiline Waterworks of Columbia, SC will provide materials and pipe/valves at 10.41% (\$10,000.00) of the contract value.

14. Council is asked to approve Construction Services for the North Columbia Pump Station Bypass Vault, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a certified Minority Business Enterprise and a Local Business Enterprise in an amount not to exceed \$160,540.00, which includes the contingency. The firm is located in Irmo, SC.

Funding Source: 5529999-SS741501-658650 North Columbia Pump Station Bypass Vault. The original budgeted amount is \$160,540.

15. Council is asked to approve Construction Services for Site Work related to the Busby Street Community Resource Training Facility Project, as requested by Columbia Water. Award to Clayton Construction Company, as a Sole Source in an amount not to exceed \$236,524.64. This firm is located in Spartanburg, SC.

Funding source: Storm Drain Sewer Capital Projects-Capital Project Costs 5549999-658650-SD845701

16. Council is asked to approve Construction Services for the Metro Wastewater Treatment Plant Dewatering Slab Replacement, as requested by Columbia Water. Award to the LAD Corporation of West Columbia, a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$484,734.00. This firm is located in Swansea, SC.

Funding Source: 5529999-SS728501-658650. The original budgeted amount is \$484,734.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Lexington Earthworks of West Columbia, SC is the protégé and will receive 20% (\$68,143) of the contract value.

Sub-consultant Newman & Son Concrete, Inc. of Lexington, SC will receive 44% (\$150,000.00) of the contract value.

17. Council is asked to approve the Flood Recovery Program Management 2018 Staffing and Services Plan. Award to Landmark Consulting, a Minority Business Enterprise in the amount of \$5,154,234.40. This firm has headquarters in New Orleans, LA and a local office in Columbia, SC.



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Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided.

18. Ordinance No.: 2017-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions

First reading approval was given on December 5, 2017.

19. Resolution No.: R-2017-123 - Authorizing consumption of beer and wine beverages only within Finlay Park for the Bark to the Park Walk and After Party on April 14, 2018

PRESENTATIONS

20. Recognition of The Honorable Mayor Stephen K. Benjamin as the Green Elected Official - Ms. Jacqueline Buck, Executive Director of Keep the Midlands Beautiful
21. Recognition of Coach Domino Boulware as a 2017 South Carolina Tennis Hall of Fame Inductee - The Honorable Tameika Isaac Devine
22. STAR Community Certification - Ms. Mary Pat Baldauf, Sustainability Facilitator / Public Works Department

ORDINANCES - FIRST READING

23. Ordinance No.: 2017-110 - Granting an encroachment to Steve Wyatt for installation and maintenance of brick pavers, brick knee wall with columns, sidewalk and driveway within the right of way area of the 900 block of West Confederate Avenue adjacent to 903 West Confederate Avenue, Richland County TMS #09012-01-06
24. Ordinance No.: 2017-111 - Granting an encroachment to Olive Holdings, LLC for the use of the right of way areas of the 3000 block of Duncan Street for installation and maintenance of corrugated pipe adjacent to 3010 Duncan Street, Richland County TMS#13802-01-03
25. Ordinance No.: 2017-112 - Granting an encroachment to the Shandon Neighborhood Council, LLC for installation and maintenance of landscaping within the triangular right



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of way area of the 100 block of Harden Street adjacent to 110 Harden Street, Richland County TMS #11310-05-18

PUBLIC HEARING

26. Improvement Plan for the Vista Improvement District - Ms. Meredith Atkinson, Executive Director of the Vista Guild

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: STAR Community Update - Mr. Robert Anderson, Public Works Director

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** City Council STAR (PPTX)

City of Columbia Sustainability Tools for Assessing and Rating Communities

December 19, 2017



Key Topics

- STAR Communities
- Project Scope
- Implementation
- Time Schedule
- Initial Verification
- Final Verification
- STAR Report Card
- Recommendations
- Recertification
- Partnerships



STAR Communities

- Sustainability Tools for Assessing and Rating (STAR) Communities is a nonprofit organization
 - Evaluate, improve, and certify sustainable communities
- Comprehensive framework with 8 goal areas and various indicators with each for evaluation
- Rating system by points to allocate levels of certification for communities working towards becoming more sustainable
- STAR defines a sustainable community as one that “promotes a healthy environment, a strong economy, and well being for all residents, now and for future generations”.

Envision Columbia

- STAR Communities addresses all seven Envision Columbia goals
 - Attracting and Retaining Talent
 - Planning Together
 - Connecting our Community
 - Empowering our Residents
 - Economic Prosperity – Endless Possibilities
 - Enhancing Columbia's Neighborhoods
 - Leading the way in Innovative and High Quality Municipal Services



STAR Framework

Built Environment	Climate & Energy	Economy & Jobs	Education, Arts, & Community	Equity & Empowerment	Health & Safety	Natural Systems	Innovation & Process
BE-1: Ambient Noise & Light	CE-1: Climate Adaptation	EJ-1: Business Retention & Development	EAC-1: Arts & Culture	EE-1: Civic Engagement	HS-1: Active Living	NS-1: Green Infrastructure	IP-1: Best Practices & Processes
BE-2: Community Water Systems	CE-2: Greenhouse Gas Mitigation	EJ-2: Green Market Development	EAC-2: Community Cohesion	EE-2: Civil & Human Rights	HS-2: Community Health	NS-2: Biodiversity & Invasive Species	IP-2: Exemplary Performance
BE-3: Compact & Complete Communities	CE-3: Greening the Energy Supply	EJ-3: Local Economy	EAC-3: Educational Opportunity & Attainment	EE-3: Environmental Justice	HS-3: Emergency Management & Response	NS-3: Natural Resource Protection	IP-3: Local Innovation
BE-4: Housing Affordability	CE-4: Energy Efficiency	EJ-4: Quality Jobs & Living Wages	EAC-4: Historic Preservation	EE-4: Equitable Services & Access	HS-4: Food Access & Nutrition	NS-4: Outdoor Air Quality	IP-4: Good Governance
BE-5: Infill & Redevelopment	CE-5: Water Efficiency	EJ-5: Targeted Industry Development	EAC-5: Social & Cultural Diversity	EE-5: Human Services	HS-5: Health Systems	NS-5: Water in the Environment	
BE-6: Public Parkland	CE-6: Local Government GHG & Resource Footprint	EJ-6: Workforce Readiness	EAC-6: Aging in the Community	EE-6: Poverty Prevention & Alleviation	HS-6: Hazard Mitigation	NS-6: Working Lands	
BE-7: Transportation Choices	CE-7: Waste Minimization				HS-7: Safe Communities		

STAR Certification Levels

CERTIFICATION LEVELS

Certified 5-STAR Community (650+ points)

Recognized as top tier achiever in national sustainability

Certified 4-STAR Community (450-649 points)

Recognized for national excellence

Certified 3-STAR Community (250-449 points)

Recognized for sustainability leadership

Reporting STAR Community

Currently pursuing certification

Member STAR Community

A community that has expressed a commitment to the STAR Communities' mission and is using the STAR Community Rating System informally



Columbia QuickSTARt Results

Siemens Grant

o Report

- BE – 50.3 / 100
- CE – 45.8 / 100
- EJ – 45.8 / 100
- EAC – 41.7 / 100
- EE – 61.5 / 100
- HS – 44.6 / 100
- NS – 35.5 / 100
- IP – 0 / 50

o Total à 325.2

- 3 STAR Community



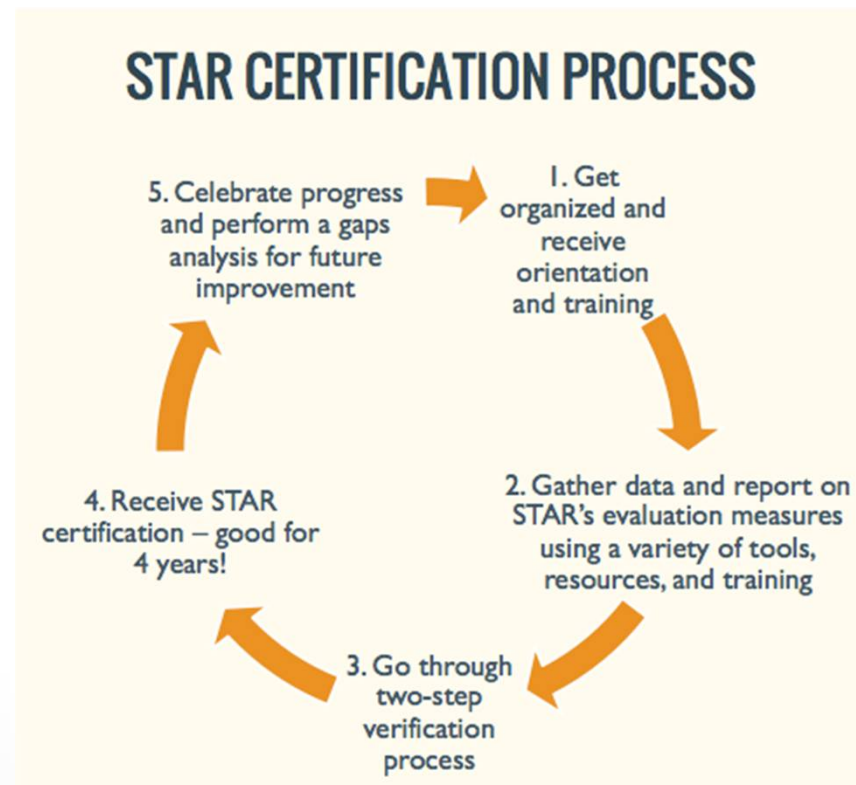
Project Scope

- City of Columbia Vision from QuickSTARt
 - Certified 3-STAR Community
 - Community recognized for sustainability leadership
- City of Columbia Goals
 - Better organize the City of Columbia, various community partners, and all citizens in cohesive sustainability efforts
 - Implement solutions to identified challenges / low participation areas
 - Merge economic growth with long term sustainability efforts

Time Schedule – Proposed

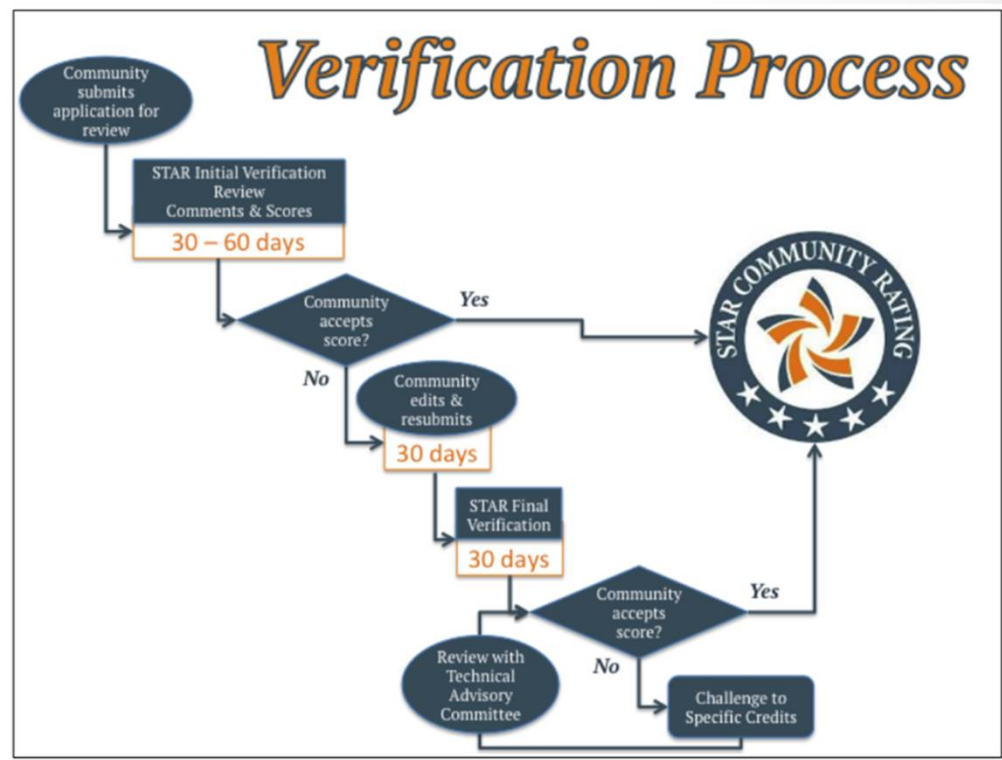
- Built Environment
 - June 9
- Climate & Energy
 - June 30
- Economy & Jobs
 - July 14
- Education, Arts, & Community
 - July 28
- Equity & Empowerment
 - July 28
- Health & Safety
 - August 4
- Natural Systems
 - August 11
- Submission to STAR
 - August 15

Implementation Plan

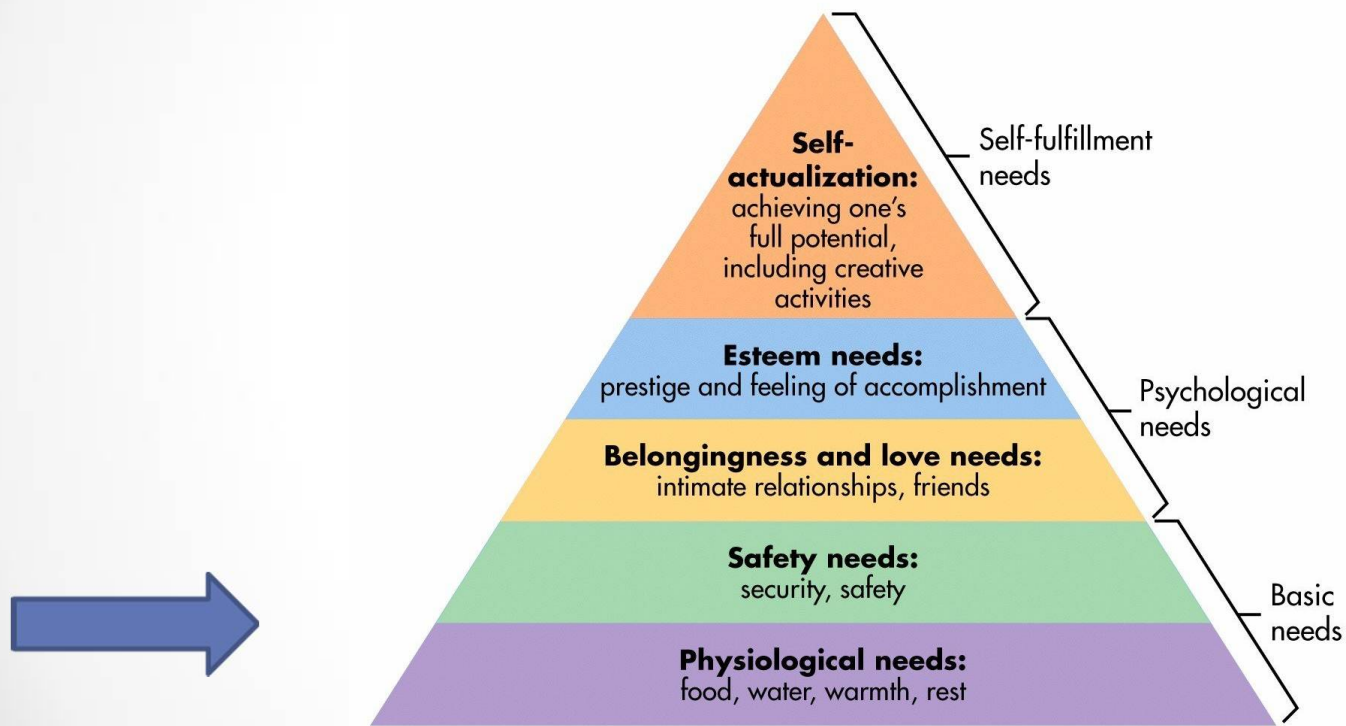


Time Schedule – Revised

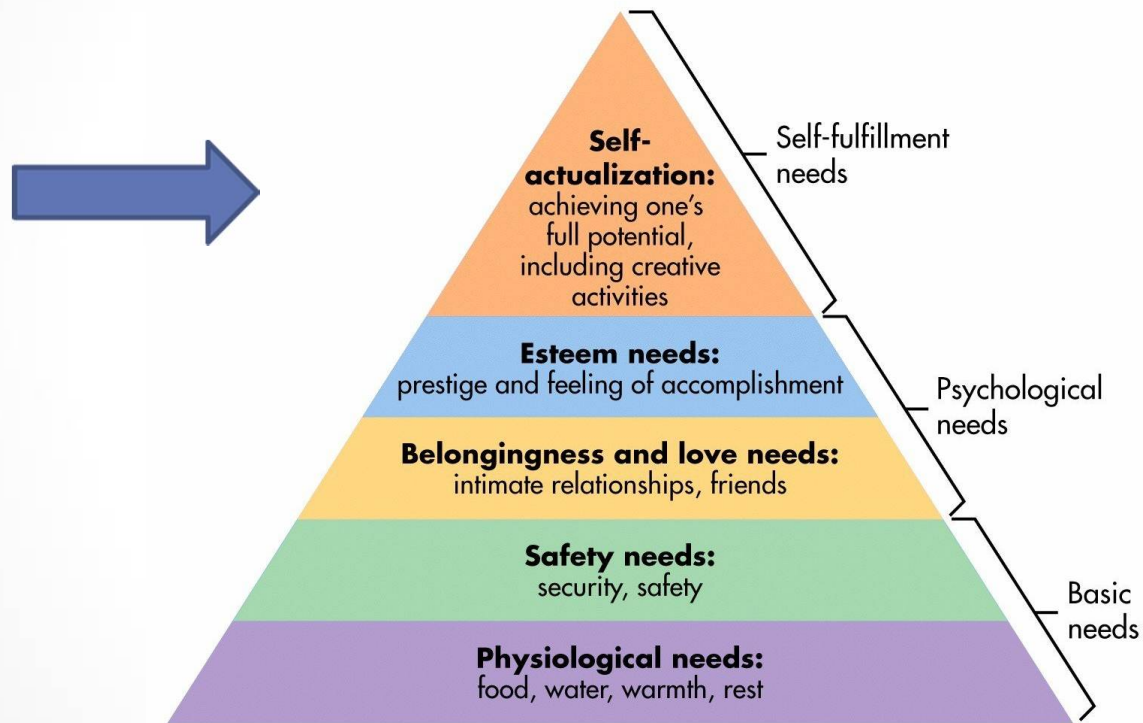
- Initial Submission to STAR
 - o September 8
- Initial Verification
 - o October 11
- Final Submission
 - o November 16
- Final Verification
 - o December 5



Maslow's Hierarchy of Needs



Maslow's Hierarchy of Needs

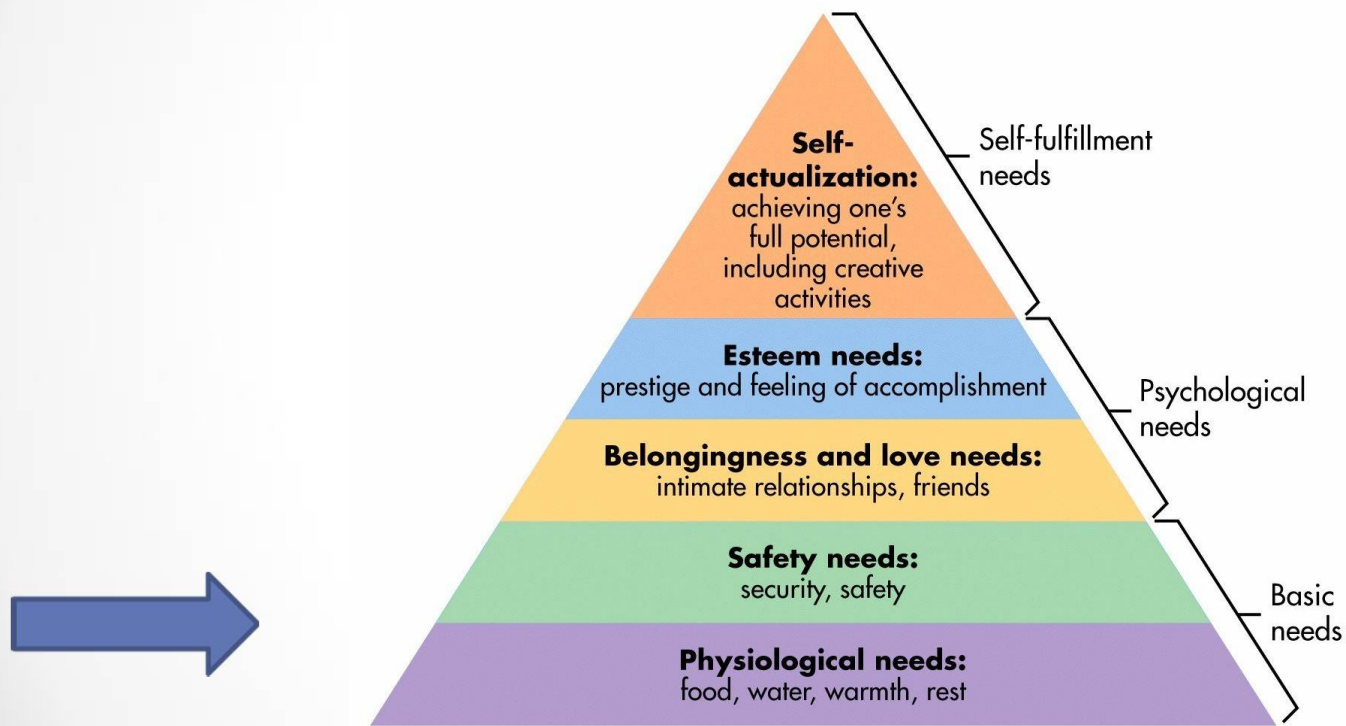


Initial Verification

Goal Area	Approved Initial Score	Total Points Possible	Percent Achieved
Built Environment	33.44	100	33%
Climate & Energy	34.49	100	34%
Economy & Jobs	56.26	100	56%
Education, Arts, & Community	31.77	100	32%
Equity & Empowerment	32.59	100	33%
Health & Safety	30.48	100	30%
Natural Systems	31.28	100	31%
Innovation & Process	15.00	50	30%
Totals à	265.31	750	35%

3 STAR Community

Maslow's Hierarchy of Needs



Final Verification

Goal Area	Approved Initial Score	Total Points Possible	Percent Achieved
Built Environment	58.95	100	59%
Climate & Energy	50.38	100	50%
Economy & Jobs	70.35	100	70%
Education, Arts, & Community	68.54	100	69%
Equity & Empowerment	39.42	100	39%
Health & Safety	45.77	100	46%
Natural Systems	43.94	100	44%
Innovation & Process	32.50	50	65%
Totals à	409.85	750	55%

3 STAR Community

STAR Certification Report Card

- Sustainability Report 2017
 - Introduction to the City of Columbia
 - Introduction to the STAR Framework
 - Summary of STAR Verification
 - Built Environment, Climate and Energy, Economy and Jobs, Education, Art, and Community, Equity and Empowerment, Health and Safety, Natural Systems, and Innovation and Process
 - Recommendations for CPAC
 - Additional Recommendations
 - Recertification

STAR Report Card Highlights

- Built Environment
 - o Ambient Noise and Light
 - o Community Water Systems
 - o Complete and Compact Communities
 - o Housing Affordability
 - o Infill and Redevelopment pg. 12
 - NOMA Community Garden
 - o Public Parkland
 - o Transportation Choices



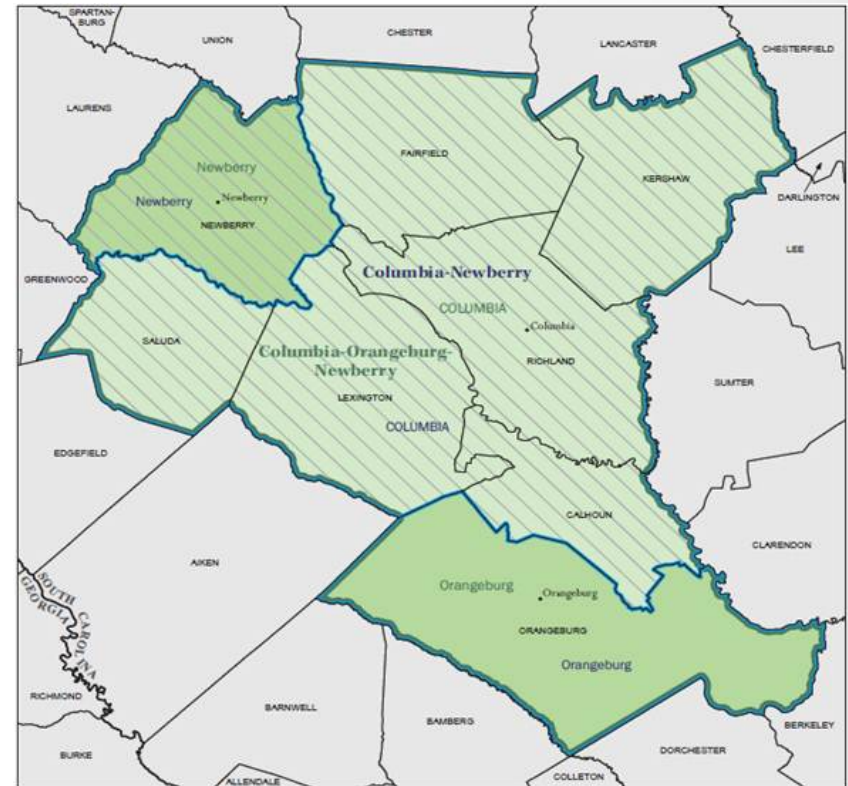
STAR Report Card Highlights

- Climate and Energy
 - o Climate Adaptation
 - o Greenhouse Gas Mitigation pg. 14
 - Mayor Benjamin: June 2017
 - o Greening the Energy Supply
 - o Energy Efficiency
 - o Water Efficiency
 - o Local Government GHG & Resource Efficiency
 - o Waste Minimization pg. 17
 - SC recycling rate averages 40%
 - City of Columbia recycling rate averages 60%



STAR Report Card Highlights

- Economy and Jobs
 - o Business Retention & Development
 - o Green Market Development
 - o Local Economy pg. 19
 - City of Columbia Local Business Enterprise Preference
 - Richland Library and Catch the Comet
 - o Quality Jobs & Living Wages
 - o Targeted Industry Development
 - o Workforce Readiness



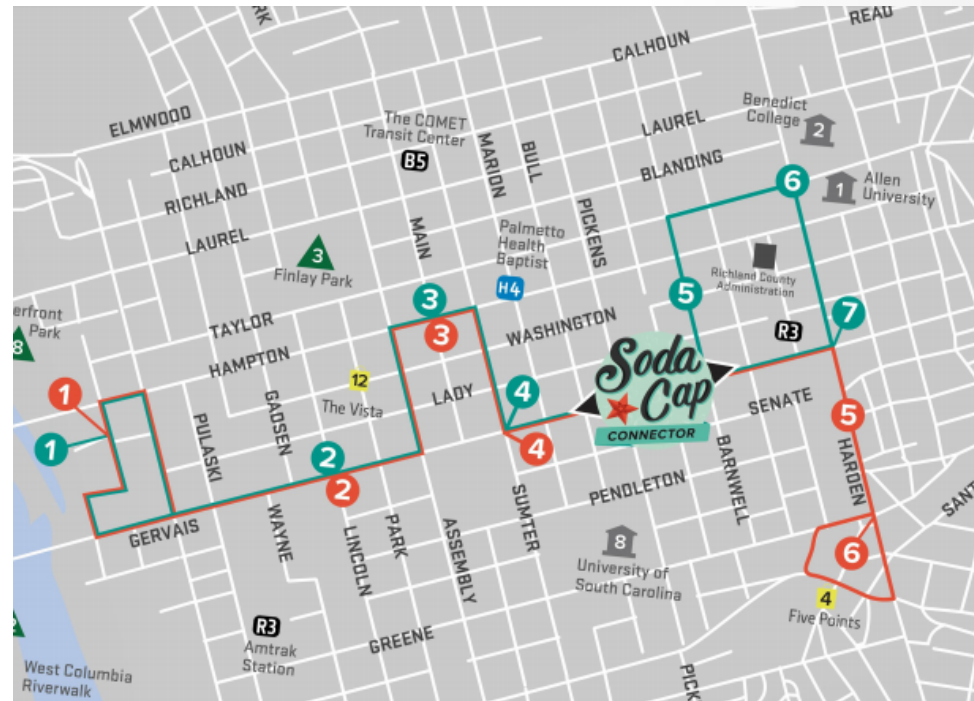
STAR Report Card Highlights

- Education, Arts, and Community
 - o Arts & Culture
 - o Community Cohesion pg. 22
 - 90% within 1 mile community venue
 - o Educational Opportunity & Achievement
 - o Historic Preservation
 - o Social & Cultural Diversity
 - o Aging in the Community pg. 25
 - Seniors on the Move
 - Age 50+ travel by charter bus



STAR Report Card Highlights

- Equity and Empowerment
 - Civic Engagement
 - Civil & Human Rights
 - Environmental Justice
 - Equitable Services & Access pg. 28
 - Catch the Comet Soda Cap
 - Human Services
 - Poverty Prevention & Alleviation



STAR Report Card Highlights

- Health and Safety
 - o Active Living pg. 30
 - Bronze Bicycle Friendly Community
 - Bronze Walk Friendly Community
 - o Community Health
 - o Emergency Management & Response
 - o Food Access & Nutrition pg. 32
 - National Healthy Schools Bronze Award
 - o Health Systems
 - o Hazard Mitigation
 - o Safe Communities



STAR Report Card Highlights

- Natural Systems
 - Green Infrastructure pg. 36
 - Wastewater Facility Green Roof
 - Biodiversity & Invasive Species
 - Natural Resource Protection
 - Outdoor Air Quality
 - Water in the Environment
 - Working Lands



STAR Report Card Highlights

- Innovation and Process
 - o Best Practices & Process
 - o Exemplary Performance
 - o Local Innovation pg. 41
 - Operation Bed Roll
 - Green Energy Biofuel
 - o Good Governance



Recommendations for CPAC

- Climate and Energy
 - Communitywide Vulnerability / Risk Assessment
 - Asthma – Air Quality
 - Infectious Disease – ZIKA
 - Flooding
 - Ready for 100 Campaign
 - Solar Ready Community by Mid-America Regional Council
 - Data Sharing for Energy Use by Building Type
 - Expedite LEED Certified permits
 - Water Conservation Workshops
 - Industrial and Commercial sectors

Recommendations

- Built Environment
 - DDRC create sustainability subcommittee
- Climate and Energy
 - Additional training programs for energy and water efficiency techniques
- Economy and Jobs
 - Living Wage Policy
- Education, Arts, and Community
 - CCN publicize inventory of social networks
- Health and Safety
 - Active Building Design features
 - Wastewater Facility uses Passive Building Design

Involved Parties

- External Partnerships
 - o Catch the Comet
 - o Central Midlands Council of Governments
 - o Columbia Council of Neighborhoods
 - o Department of Health and Environmental Control
 - o One Columbia
 - o Palmetto Health
 - o Richland One School District
 - o Solarize SC
- Internal Committees
 - o Climate Protection Action Campaign (CPAC) Committee
 - o All City of Columbia Departments / Divisions

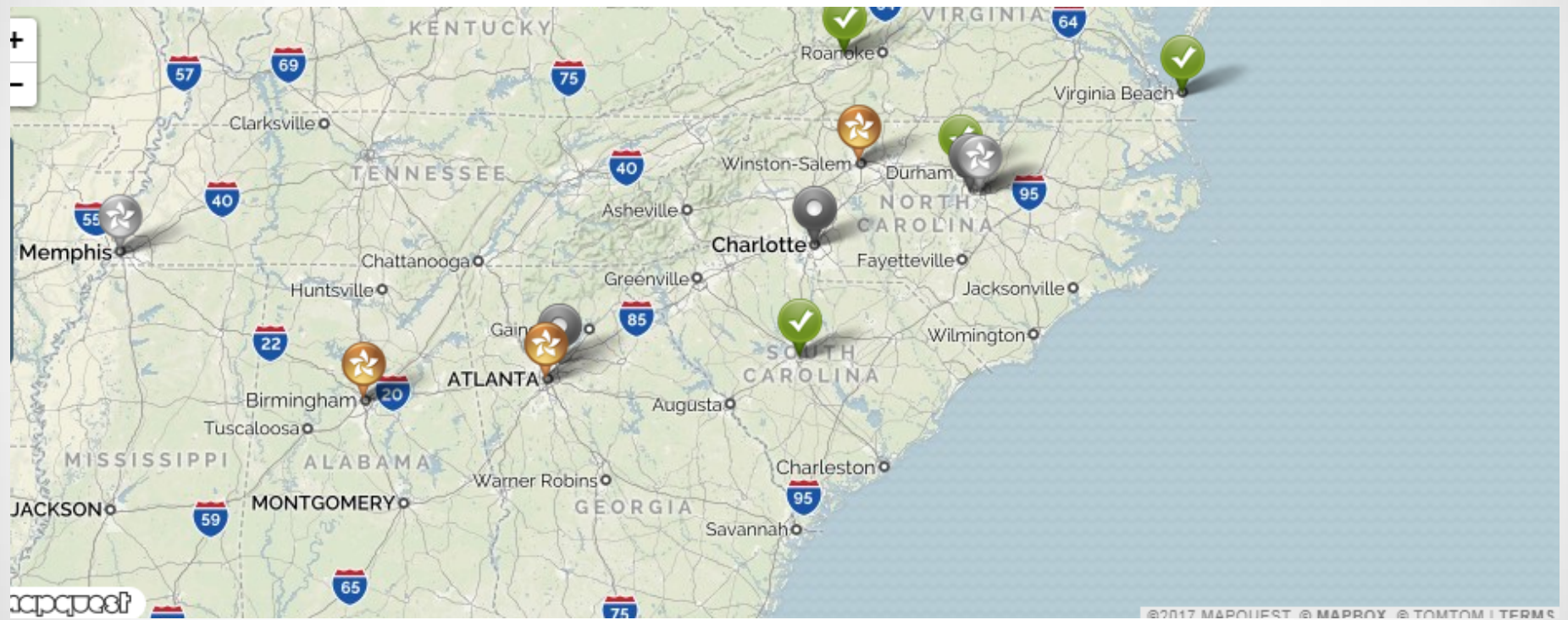


Next Steps

- Why STAR Matters:
 - Increased opportunities for grants i.e. Housing and Urban Development
 - Possibly increase to City's bond rating
 - Comprehensive sustainability plan
- Next Steps
 - Celebrate success as FIRST STAR Community in South Carolina
 - Implement recommendations to achieve 4 STAR goal by recertification







Questions?



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)

PURPOSE: Municipal Court

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Columbia-Richland 911 Communications Center
Stormwater Fees
Freedom of Information Act

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Bike Share
Lockhart
Lower Richland Sewer Agreement
Utilities in County Designated Service Area Intergovernmental Agreement
HUD Agreement

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Parking

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the October 3, 2017 and October 17, 2017 Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_10_03_2017_D (PDF)
- **#b:** MN_10_17_2017_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 3, 2017

The Columbia City Council met for a Work Session on Tuesday, October 3, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah and The Honorable Edward H. McDowell, Jr. were absent. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to adopt the agenda as amended to include discussion of the Healthcare Procurement as part of **Item 6** (*Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)*); defer consideration of **Item 17** (*Filter Screen Repairs at the Metro Wastewater Treatment Plant*); and add **Item 26a** (*Supply Drive for Sister Care by Miss Tamia Devine*).

CITY COUNCIL DISCUSSION

1. Parks and Recreation Capital Improvement Needs - Mr. Randy Davis, Director of Parks and Recreation

Mr. Randy Davis, Director of Parks and Recreation said he was tasked with looking at the replacement of and upgrades to facilities within our system. In doing so, the team looked at neighborhood parks, regional/signature parks, and ballfields and playgrounds. He presented a list of unfunded capital improvement projects along with a description, the justification, and the projected costs. He reviewed a park matrix with the members of Council along with a list of projects that have been funded since fiscal year 2007/2008. He reported that fencing and lighting at the nine ballfields is in poor condition.

Councilor Rickenmann asked about creating regional parks that will encourage people to move around the City instead of having the same thing at every facility.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mayor Benjamin said people come from all across the City to visit Greenview Park, because it is a unique experience.

Mr. S. Allison Baker, Senior Assistant City Manager explained that City Council approved a master plan that focused on our existing park system and facilities that needed to be improved. A number of things have already taken place. The matrix was used to prioritize the projects. We have traditionally considered Finlay Park, Owens Field, and Southeast Park as regional parks. People participate in activities at those locations. He noted that Greenview Park is a community center that is used regionally. We don't encourage people to come from outside a neighborhood to use neighborhood parks such as Healthwood, Sims, Emily Douglas, and Melrose. We have pocket parks like Fairwold in the Greenview Community. The category of a park helps us to determine staffing and amenities. He noted that the amenities for each park are listed on the City's website. He reported that T.S. Martin is an athletic field that needs a lot of work; Lorick Park, Woodland Park, and Martin Luther King Park should be replaced. He recalled having to remove playgrounds that we could not afford to replace when he was the director. He added that safety and liability come first, then functionality, and the way things look come last.

Ms. Teresa Wilson, City Manager said we never put children in a situation where they are not safe. If we acknowledge that there might be safety concerns at a park, we mitigate those concerns until we can get there.

Councilor Devine said we certainly need to make sure we are keeping ADA issues at the forefront and try to mitigate those as much as we can.

Mr. S. Allison Baker, Senior Assistant City Manager said as we build new facilities and renovate existing facilities we make sure that everything is ADA accessible.

Councilor Rickenmann asked why Woodland Park was ranked at number four instead of number one.

Mr. S. Allison Baker, Senior Assistant City Manager explained that we have been working for many years to get something done at T.S. Martin Park. We removed some things because they were not safe. The neighborhood challenges also dictate that we do things from a building and landscape perspective to make things safer. Both Lorick Park and Woodland Park are old butler buildings and they need work.

Councilor Rickenmann asked if staff identified any parks that we should consider not continuing to operate.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. S. Allison Baker, Senior Assistant City Manager said open space is important to a neighborhood and a well maintained park increases the value in a neighborhood. I'm not sure how we would eliminate parks in neighborhoods. There is a need sometimes to eliminate or reduce the activities being done at a park until you can do it in a more excellent way.

Councilor Rickenmann said sometimes greenspace is the best use.

Councilor Davis said a lot of work went into the masterplan. Whether it is new construction or renovations we should always consider low maintenance. He said fountains are nice, but they are expensive to operate. Low maintenance will help with the cost of operating.

Mr. S. Allison Baker, Senior Assistant City Manager said Randy Davis and his staff are working on improving issues at Finlay Park. The fountain needs more work than we originally estimated, but we are working with our Finance Department to get that done. The new playground is in place and we are working on security issues. We know that we cannot wait for the complete renovation of Finlay Park before we make improvements.

Councilor Devine asked if the pricing is accurate and if the projects have already been designed.

Mr. S. Allison Baker, Senior Assistant City Manager said the plan for T.S. Martin Park is two years old and we should add 20% to that cost. The figures provided for the community centers are good for today.

Councilor Devine suggested that there be sustainable measures in the park such as impervious walking trails and other things that will help with maintenance and our contributions to the environment. She presented the idea of having a bicycle park for everyday riding and asked that it be added to the unfunded list. She asked City Manager Wilson when Council will be discussing Finlay Park. She recalled that Council asked the consultant to come back with different scenarios for Finlay Park.

Mr. S. Allison Baker, Senior Assistant City Manager explained that it would've cost the City \$188,000.

Ms. Teresa Wilson, City Manager reiterated that the fountain, playground, safety and security measures, and cleanliness are being addressed right now along with other things that the public may not recognize. Whenever you all are ready to have the bigger conversation we can certainly do that.



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Mayor Benjamin noted that Busby Street will come online and staff continues to do a fantastic job with envisioning what Beltline can look like, not just as a park, but with urban farming and the cooperative.

Councilor Devine asked staff to meet with the Earlewood Community to discuss ideas about Marshall Park.

Councilor Duvall said as we develop new parks we need to look at retiring some of the older locations, especially if they are near a newer location.

Councilor Davis said the neighborhoods closest to those parks have ownership and you will have to sell that. We can convert them into greenspaces or depending on the location the City can sell them.

Mayor Benjamin expressed support for more greenspace, flat surface parking lots, impervious pavement and finding ways to increase the economic and environmental benefits. Some of the plans address these issues. We need to assess the population shifts every several years.

Ms. Teresa Wilson, City Manager said the new Art Center is a wonderful facility that you all will be impressed with. There has been a push for it, the facility is sustainable, and we can sustain it financially over time.

Councilor Duvall asked how many purchases will be made with mitigation funds. He asked if these properties will become parks since they will become perpetual greenspace.

Ms. Teresa Wilson, City Manager said there's the green wave issue that we have committed to as well. Additional greenspace may become Randy's issue and it could be a combination of issues for multiple staff persons.

Mayor Benjamin asked if the perpetual greenspace has to remain under the ownership of the City of Columbia.

Ms. Melisa Caughman, Budget and Program Management Director said ownership has not been clarified, but it would have to remain as greenspace regardless of who owns it.

Councilor Devine sought guidance on how to tackle the unfunded capital improvement projects.



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Ms. Teresa Wilson, City Manager suggested that we continue to bring non-traditional funding sources to the forefront and continue tackling the list as best we can. It is helpful to have the prioritized list while recognizing that projects like Finlay Park will require something more creative. For the other projects we can begin with funding that's already in place. We will make recommendations using non-traditional funding sources each year during the budget cycle.

Councilor Rickenmann said there is an opportunity to stretch our dollars by skimming and rehabbing our buildings instead of all new construction.

2. Department of Parks and Recreation User Fees - Mr. Randy Davis, Director of Parks and Recreation

Mr. Randy Davis, Director of Parks and Recreation presented proposed changes associated with the user and program fees for the Parks and Recreation Department. We recommend deleting the current policy prohibiting non-profits from receiving a discount on Fridays and Saturdays and December 1st through January 1st.

Councilor Rickenmann said non-profits pay a deposit and a support fee, but they do not pay a rental fee. There are over 4,000 non-profits in this City. How can you not charge them a rate to use the facilities?

Ms. Teresa Wilson, City Manager asked about the difference between the hourly support fee and the other rates.

Mr. S. Allison Baker, Senior Assistant City Manager explained that the deposit is charged and any damages are taken from the deposit. The support fee is charged for our staff opening the facility, setting up, and whatever else we have to do to support your event. We do not budget for this. There is a cost for the use of the building and the grounds. The regular public pays for the grounds/building and the staff support. The support fee is the same for non-profits and the public. There were no fees in the ordinance several years ago and the non-profit pricing was a part of the negotiations.

Councilor Rickenmann said a non-profit's wear and tear on a park is the same as anybody else's. If we have a set cost it should be applied unilaterally.

Councilor Duvall asked if all groups are required to pay a \$200 deposit.

Mr. S. Allison Baker, Senior Assistant City Manager said everybody has to pay a deposit.



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Ms. Teresa Wilson, City Manager said the payment of a deposit needs to be clarified in the chart, because it looks like it doesn't apply to the other categories.

Mr. S. Allison Baker, Senior Assistant City Manager said there are some items that don't have fees attached to them. We now have a pool at Greenview Park that people want to have functions at and there is no charge for that. We are cleaning up the ordinance.

Councilor Davis asked if we can live with not having a charge at a pool.

Mr. S. Allison Baker, Senior Assistant City Manager said no, there needs to be some authority to charge for the use of City facilities.

Ms. Teresa Wilson, City Manager noted that the parties at Greenview Park are rarely neighborhood driven.

Councilor Davis expressed concerns about turning away children who cannot pay.

Mayor Benjamin said that is a priority and we've worked hard on that over the years. He suggested that Council digest the information and provide their input.

Councilor Duvall asked if the fee for swim team practices is new.

Mr. Randy Davis, Director of Parks and Recreation said the fee was never published in the ordinance, but it is being charged.

Mr. S. Allison Baker, Senior Assistant City Manager said regardless who uses the pool and what they use it for, our lifeguards are on duty and that is part of the cost. If we open the pool, we will need our lifeguard there.

Mr. Randy Davis, Director of Parks and Recreation said most of the increases are for the Art Center programs.

Ms. Teresa Wilson, City Manager noted that the programs or costs are not new.

Mr. Randy Davis, Director of Parks and Recreation said our fees are consistent with the research we've done on comparable programs throughout the region.

Councilor Rickenmann said the fees need to cover our excess costs.



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Ms. Teresa Wilson, City Manager said there is a bigger discussion that Robert Anderson, Major Martin, and others would like to weigh-in on at the appropriate time. We need to refresh [the conversation] about bigger events throughout the City and the resources that are extended by Public Works, CPD, Fire, Parks and Recreation, and all of our big operational departments. She asked if the vendor fees are in addition to any other licenses or permits needed for vendors in our parks.

Mr. Randy Davis, Director of Parks and Recreation said yes.

Councilor Rickenmann said that everybody needs to be subject to some type of user fee.

Mayor Benjamin said at the very least, the expenses of the department should be covered.

Ms. Teresa Wilson, City Manager said we will clean the ordinance up and bring it back for Council's discussion and action.

3. Affordable/Mixed Income Housing - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said this memo was circulated last year and I wanted to have a discussion about what we can do with the tools that we do have and in speaking with the County about the tools in their toolbox to incentivize development of more mixed-use, mixed-income housing across the City. We will have a momentous occasion tomorrow with the oldest public housing in our Country coming down. We expect the project to be a step in the right direction. We have a significant need for more affordable workforce housing. The idea is to look at a suite of incentives that may include the land, deferred taxes, or being creative like we did with student housing. He suggested that the focus be on brownfield sites in terms of places in need of adaptive reuse such as old car dealerships and barren shopping centers on main thoroughfares and on the bus line not far from our existing schools and parks. There is an opportunity to bring new life with some density to places that are on existing commercial corridors. We are seeing rents rise rather precipitously in the City and we want to see rents rise for our commercial owners, but at the same time we have to make sure our City remains affordable. It needs to be a City for all people. I wanted to make sure we had a chance to discuss it more openly, develop some degree of consensus, and then spend time with the County to see if we can also use some of their tools. Let's put this on the table and see if the market responds.



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Councilor Rickenmann said density can be traded off. He recalled seeing the Crosland development in Charlotte. All of the units were exactly the same; there was a higher density and it made the units more affordable. How can we craft something like the student housing incentive to make it better? It could be a drawback that furthers development. And as part of the discussion, we need to talk about senior housing.

Mayor Benjamin said this runs the gamut. We should be talking about a 30% AMI all the way up to 120% AMI. We should be talking about young professionals and our seniors.

Councilor Rickenmann recalled hearing about a community that required all big boxes to be constructed in a way that could be easily converted into housing.

Councilor Davis said the conversation is timely. We should continue to look at opportunities to have a mix along with projects that tie into our economic development plan in order to jumpstart areas that need an economic boost. He likes the model that Deborah [Livingston] put together off of Water Street; it is small scale and it was more accepting for that area.

Councilor Duvall suggested that Council look at inclusionary zoning at the same time. We should put it in our zoning for all areas of the City. Maybe 5% of the units being built must be available. He recalled when Harry Miley and the Chamber of Commerce Committee thought about targeted areas with the agreement of the two school districts and the county. He agreed that smaller scale developments scattered around the City are best.

Mayor Benjamin said the meetings at the Chamber included Richland One and Richland Two. We thought about adaptive reuse, existing infrastructure, the location of existing school buildings and parks, and the current COMET routes. As a result, it becomes a collective decision. If we were able to sacrifice some millage or other incentives it would also be a collective contribution from our respective entities. He clarified that in a 200 unit development, one-third would be at 30% and the remaining would be at market rate.

Councilor Devine said this is long overdue. We need to be open to both the larger, mixed-use complexes and the smaller, independent developments if we are going to address the needs of the community. We need to commit to advocating for what is needed and working to educate our citizenry. It is imperative that we control the narrative and that we don't allow people's stereotypes and misinformation to derail something that we know is needed in our community. We have more and more families that are homeless. She noted that St. Lawrence Place bought the Family Shelter and they can't provide what they need. We must be the leaders and we can't back down to people disagreeing with where we are trying to go.



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Councilor Rickenmann said the mixed use approach is more sustainable. A huge population is going towards the teeny house that can go into odd places. Let's look at a comprehensive plan and take advantage of the uniqueness that's out there.

Mayor Benjamin said let's do something that allows the private sector to do what it does and meet a public need at the same time and empowers people who do good work. We have arm's length CDC's that own several lots and we can find ways to get those on the market. We need to do something meaningful and something now. We have to empower folks to get some things done.

Councilor Rickenmann suggested that we get the Homebuilders Association and the homebuilders involved to see what they envision in the marketplace. Let's involve them as we develop policies and procedures so that we are moving the ball forward together.

Councilor Duvall suggested that we involve the National Development Council.

Mayor Benjamin said an incentive over the life of a project would allow something to cash flow.

Councilor Davis asked for incentives for commercial developers within mixed use developments. You want quality commercial developments just like you want quality residential developments. He said tax abatements could help.

Councilor Rickenmann said an expedited service can mean more than tax abatement.

Councilor Devine said a developer doesn't want to be demoralized for wanting to provide something for our community.

Ms. Teresa Wilson, City Manager recalled that a team of staff worked to develop recommendations for incentives. Some of the student housing projects have come online and we talked about the possibility of capturing funds from the incentives we offered and use that to propel your ideas. We need to dust that off and meet with developers and others that can tell us the things that can make a difference. She agreed to provide Council with recommendations to review by the end of the year.

Councilor Duvall said one component of inclusionary zoning is the ability for a developer to pay into an inclusionary bank.



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Councilor Devine said that was a recommendation from our Affordable Housing Taskforce several years ago, but we do not have the ability to do that yet.

Ms. Gloria Saeed, Community Development Director reported Senator Kimpson presented a bill on inclusionary zoning earlier this year, but it did not pass.

Councilor Duvall said there is no prohibition from a City putting inclusionary zoning in an ordinance; Charleston has it.

Ms. Teresa Wilson, City Manager said we need to look at what Charleston is doing.

Councilor Devine took a moment of personal privilege to report that she and Ms. Saeed had a nice time at the National League of Cities Financial Inclusion Summit. We received information that will supplement and support some of the things we are already doing and we will bring those items forward.

EXECUTIVE SESSION

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:47 p.m., subject to amending **Item 6** by adding the healthcare procurement.

4. Receipt of legal advice related to a pending, threatened or potential claim pursuant to §30-4-070(a)(2)
 - *Lolita Earle-Sumter v City*
 - *Eula Brown v City*
5. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Parking Agreements*
 - *Incentive Criteria*
6. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *HomeServe*

Council adjourned the Executive Session at 5:57 p.m. to convene the regular meeting.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 3, 2017

The Columbia City Council conducted a meeting on Tuesday, October 3, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:05 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah and The Honorable Edward H. McDowell, Jr. were absent. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Students from Dreher High School, Summit Parkway Middle School, AC Flora High School, Deerfield Elementary School, Satchel Ford Elementary School, and Ridgeview High School youth led the audience in the Pledge of Allegiance.

INVOCATION

Mr. S. Allison Baker, Senior Assistant City Manager offered the Invocation.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

7. Council is asked to approve the July 18, 2017 and August 1, 2017 City Council Minutes.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the July 18, 2017 and August 1, 2017 Council Meeting Minutes.

CONSENT AGENDA ITEMS

Upon a single motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 8 through 16 and 18 through 24.**



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8. Council is asked to approve a Professional Services Agreement for Traffic Signal Software. Award to Temple, Inc. in an amount not to exceed \$139,883.92. This firm is located in Decatur, AL. *Funding Source: General Capital Projects-Project SC DOT Traffic Engineering- Traffic Signal Upgrade; 4039999-638710-960000020. The original budgeted amount is \$150,000.00. - Approved*
9. Council is asked to approve services for Municipal Court, Lorick and Woodlands Parks Roof Replacement, as requested by Support Services. Award to Aqua Seal Mfg. & Roofing, Inc., a certified Local Business Enterprise in the amount of \$608,980.00. This firm is located in West Columbia, SC. *Funding Source: 4039999-CP080110-658650; 4039999-CP080111-658650; and 4039999-CP080112-658650. The original budgeted amount is \$650,000.00. - Approved*
10. Council is asked to approve the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Application to Purchase a 3D laser scanner with crash and crime scene software and a laptop to support the scanner software for the Columbia Police Department in the amount of \$79,773.00. - *Approved*
11. Council is asked to approve the Purchase of School Crossing Guard Services, as requested by the Police Department. Award to Allegiance Industries Inc., using the SC State Contract in the amount of \$122,887.00. This vendor is located in Columbia, SC. *Funding Source: Police administration services – Professional Services;1012402 – 636600. Costs are to be reimbursed by Richland School District One. The original budgeted amount is \$122,887.00. - Approved*
12. Council is asked to approve the Purchase of twenty-six (26) Ford Interceptor Sports Utility Vehicles for the Police Department, as requested by the Fleet Services Division. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$806,988.00. This vendor is located in Spartanburg, SC. *Funding Source: General Services: Capital Replacement- Auto, Trucks and Heavy Equipment; 6308972-658500. The original budgeted amount is \$806,988.00. - Approved*
13. Council is asked to approve the Lease-Purchase of Motorola Radios, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract in the amount of \$2,116,563.75. This vendor is located in Blythewood, SC. *Funding Source: Police Administration Services – Radio Equipment 1012402 –627800. The original budgeted amount is \$2,116,563.75. - Approved*



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14. Council is asked to approve Contract Amendment #1 for Project SD8360; Water Quality Monitoring Operation and Maintenance, as requested by Columbia Water. Award to Woolpert in the amount of \$174,410.99. This firm is located in Columbia, SC. *Funding Source: 5534202-SD8360-638305. The original budgeted amount for this Contract Amendment is \$180,000.00. - Approved*

The following sub-consultants will provide additional services:

Rogers & Callcott of Columbia, SC will provide laboratory analytical services at 8.6% (\$15,000.00) of the value.

YSI, Inc., of Yellow Springs, Ohio, will provide equipment and calibration solutions for multi-parameter data sondes services at 2.9% (\$5,000.00) of the contract value.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide survey and engineering design services at 8.6% (\$15,000.00) of the contract value.

15. Council is asked to approve the Final Contract Renewal for Sodium Chlorate, as requested by Columbia Water. Award to Water Solutions, in an amount not to exceed \$209,000.00. This firm is located in West Haven, CT. *Funding Source: Lake Murray Water Treatment Plant- Chemicals; 5516207-624800. The original budgeted amount is \$209,000.00. - Approved*
16. Council is asked to approve Water Main Relocation Services at Lindler Road and Old Lexington Highway, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc., a Local Business Enterprise in an amount not to exceed \$271,238.00. This firm is located in West Columbia, SC. *Funding Source: 5529999-WM438801-658650-Murray Lindler Road and Old Lexington Highway Traffic Circle - The original budgeted amount is \$224,000 and the remaining \$47,238.00 was transferred from WM33518-Utility Conflicts-Annual. - Approved*

This is a Mentor Protégé Project. Northeast Backflow of Lugoff, SC is the Protégé and will provide services at 40% (\$100,000.00) of the total contract value.

Sub-consultant Fortiline Waterworks of Lexington, SC will provide material services at 30% (\$75,000.00) of the contract value.



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17. Council is asked to approve services for Filter Screen Repairs at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Parkson Corporation, as a sole source in an amount not to exceed \$373,157.28. This vendor is located in Fort Lauderdale, FL. *Funding source: Metro WWTP: FEMA/ October 2015 flood; 2536208-638400 SS7445. The original budgeted amount is \$373,157.28. – Consideration of this item was deferred.*
18. Council is asked to approve Change Order #2 for Project SS7279; Smith Branch 02 Sanitary Sewer Evaluation Study, as requested by Columbia Water. Award to Layne Inliner, LLC in the amount of \$410,954.50. This firm is located in Tucker, GA. *Funding Source: 5529999-SS727901-658650 Water & Sewer Capital Projects- Smith Branch 02 SSES- Capital Project Costs. The original budgeted amount is \$6,000,000.00 and the revised contract amount is \$4,123,441.50. - Approved*
- This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. North American Pipeline Management a Minority Business Enterprise (W) of Marietta, GA is the Protégé and will receive 98.86% (\$406,282.50) of the change order amount.*
19. Council is asked to ratify an Emergency Procurement for Project WM4373 to repair filter under drains and restore full treatment capacity at the Canal Water Treatment Plant, as requested by Columbia Water. Award to Rehab Construction Co, Inc. in the amount of \$663,434.00. This firm is located in Conyers, GA. *Funding Source: Water and Sewer Capital Projects: Capital Projects Cost; 5529999- 658650. The original budgeted amount is \$663,434.00. - Approved*
20. Council is asked to approve services for Electrical Control Upgrades at the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, a certified Minority Business Enterprise in an amount not to exceed \$681,577.60. This firm is located in Columbia, SC. *Funding Source: Maintenance and Repair / Water and Sewer CIP Project Cost 5529999-658650. This is a Clean Water 2020 Program Project. The original budgeted amount is \$1,096,044.54. - Approved*
- Sub-consultant CITI, LLC of Charlotte, NC will provide services at 43.5% (\$270,000.00) of the contract value.*
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21. Council is asked to approve construction services for the Busby Street Community Resource and Training Complex, as requested by the Parks and Recreation Department and the Columbia Police Department. Award to Clayton Construction Company, Inc. in an amount not to exceed \$2,948,000.00. Clayton Construction Company, Inc. is located in Spartanburg, SC. *Funding Source: 4039999 - CP106002 - 658650 Busby Street. The budgeted amount for this Contract is \$3,134,906.82. - Approved*

Kapasi Glass is a MBE firm located in Spartanburg, SC and will provide storefront and glazing at 2.07% (\$55,965.00) of the contract value.

USA Waterproofing is a MBE firm located in Charlotte, NC and will provide joint sealant and weather barrier at 1.34% (\$36,123.00) of the contract value.

Grow Electric is a MBE(W) firm located in Lexington, SC and will provide electrical work at 10.19% (\$274,900.00) of the contract value.

Black Construction Company, LLC is a MBE(W) firm located in Bamberg, SC and will provide site work at 14.38% (\$387,985.00) of the contract value.

22. Ordinance No.: 2017-075 - Granting a franchise to Trombino d/b/a Slidr, LLC - *First reading approval was given on September 5, 2017. – Approved on second reading.*
23. Resolution No.: R-2017-085 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Farm to Table on Thursday, October 26, 2017 - *Approved*
24. Resolution No.: R-2017-099 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Biergarten on Wednesday, October 4, 2017 - *Approved*

Mayor Benjamin said the Consent Agenda is one of the most unceremonious parts of our agenda, but there were a number of important items on there, including significant investments in public safety for cars, radios, and other essential equipment and the appropriation of funds for the Busby Street Community Resource Center and Training Complex. He thanked the members of Council for their leadership.

Councilor Devine noted that Item 21 aligns with our Focus Area for Empowering Residents. She said residents will be able to see how the items we approve directly correlate with our vision.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 3, 2017

Councilor Davis commended Felicia Maloney, Executive Director of the Columbia Empowerment Zone for her efforts to make the Busby Street project a reality. He noted that a police substation will be located at this facility as well.

PRESENTATIONS

25. Nigeria's Independence Day Proclamation - The Honorable Mayor Mayor Benjamin

Mayor Benjamin and the members of Council proclaimed Sunday, October 15, 2017 as Nigeria's Independence Day in the City of Columbia.

26. Domestic Violence Awareness Month Proclamation - The Honorable Ms. Devine

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

Miss Tamia Devine, seventh grade student at W.G. Sanders Middle School and daughter of The Honorable Jamie and Tameika Devine announced that in recognition of Domestic Violence Awareness Month, Montessori students at Sanders Middle School will be conducting a supply drive for Sister Care in conjunction with the Mayor's Walk Against Domestic Violence. The students will be collecting toiletries on Saturday, October 7, 2017 during the Mayor's Walk. A complete list of items can be found on the City's website. Donations can be dropped off at City Hall during the month of October. My classmates and I are grateful for the opportunity to support the City's efforts to address this very important issue.

Ms. Kimberly Woods, English Teacher for the Montessori Program at W.G. Sanders Middle School said one of their core values is communities and we encourage our students to complete six to eight hours of community service. Last year, our students raised \$1,600 for the March of Dimes. We've held supply drives for hurricane victims, crocheted hats for breast cancer survivors, and we are crocheting booties for premature babies.

Mayor Benjamin and the members of Council donated items for the supply drive.

27. National Community Planning Month Proclamation -The Honorable Mayor Mayor Benjamin

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



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Mayor Benjamin said one additional aspect of planning this community and turning our community into a much more multi-modal community in which people not only drive F-150's, but in which we walk and we run and we cycle was the creation of our Bicycle and Pedestrian Advisory Committee several years ago. Ms. Devine was key in making this happen. We are very sad about the recent death of a two-term board member of BPAC, Michael Juras who passed away of a heart attack while he was doing what we all champion and love; he was riding his bicycle in Shandon. Michael Juras was a passionate advocate for all aspects of sustainable living and transportation improvements. His work has made Columbia a better place to be and his leadership will be missed.

28. PANS/PANDAS Awareness Day Proclamation - The Honorable Mayor Mayor Benjamin

Mayor Benjamin and the members of Council proclaimed Monday, October 9, 2017 as Pediatric Acute-onset Neuropsychiatric Syndrome (PANS) and Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections (PANDAS) Awareness Day in the City of Columbia.

29. Third Quarter 2017 Business Spotlight Program Honoree - Mr. Angelo McBride, Office of Business Opportunities Administrator

Mr. Angelo McBride, Office of Business Opportunities Administrator recognized CARBRA Construction and Design, Inc. as the Third quarter Business Spotlight Program Honoree. He introduced Ms. Betty Price as the President and CEO of CARBRA. The certified small, woman owned full-service general contracting firm was established on December 30, 2009. He presented a video of the third quarter business spotlight program honoree.

Mayor Benjamin and the members of Council proclaimed the third quarter of 2017 as the CARBRA Construction and Design, Inc. Quarter.

Ms. Betty Price, President and CEO of CARBRA Construction and Design, Inc. said she is humbled to receive this prestigious recognition from the City of Columbia. She accepted the recognition on behalf of her construction team.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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ORDINANCES - FIRST READING

30. Ordinance No.: 2017-073 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A - *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2017-073 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A.

31. Ordinance No.: 2017-084 - Transfer unopened portions of Marion and Catawba to USC – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2017-084 - Transfer unopened portions of Marion and Catawba to USC.

RESOLUTIONS

32. Resolution No.: R-2017-103 - Approving the honorary naming of the 5000 block of Monticello between Summit Street and Dixie Street "Bishop Robert L. Bishop Way" - *Approved*

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2017-103 - Approving the honorary naming of the 5000 block of Monticello between Summit Street and Dixie Street "Bishop Robert L. Bishop Way".



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33. Resolution No.: R-2017-097 - Authorizing the City Manager to execute a Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2017-097 - Authorizing the City Manager to execute a Statewide Mutual Aid Agreement for Catastrophic Disaster Response and Recovery.

34. Resolution No.: R-2017-104 Ratifying and Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for a 2.97 acres portion of Richland County TMS #11501-01-01 and the City Manager's execution of documents to consummate the purchase - *Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2017-104 Ratifying and Authorizing the City Manager to accept a Quit-Claim Deed from the South Carolina Department of Mental Health for a 2.97 acres portion of Richland County TMS #11501-01-01 and the City Manager's execution of documents to consummate the purchase.

ORDINANCE - SECOND READING

35. Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10 - First reading approval was given on September 5, 2017. – *Approved on second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2017-074 - Granting an encroachment to Woodcreek Development, LLC for installation and maintenance of two brick walls, two brick columns, curbing, guttering, landscaping, an irrigation system, paving, two raised medians and lighting within the right of way area of the 2000 block of Woodcreek Farms Road at Spears Creek Church Road adjacent to Richland County TMS #28800-01-10. Mayor Benjamin abstained from voting due to a potential conflict of interest.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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ZONING PUBLIC HEARING

Council opened the Zoning Public Hearing at 7:08 p.m.

36. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18 – *Approved on first reading.*

Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1), and assign zoning of Planned Unit Development- Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and Zoned Planned Development District (PDD) by Richland County.

Applicant: Prime Development, LLC and Centerline Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

No one appeared in support of or in opposition to this matter.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18 **and** Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin abstained from voting due to a potential conflict of interest.

37. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1080 Shop Road, TMS# 11211-07-06 – *Approved on first reading.*

Ordinance No.: 2017-076 - Annexing and Incorporating 7080 Shop Road, Richland County TMS #11211-07-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Residential-High Density and zoned M-1 by Richland County.

Applicant: ARG BHCLMSC001, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2017; Approval (9-0)

No one appeared in support of or in opposition to this matter.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 1080 Shop Road, TMS# 11211-07-06 **and** Ordinance No.: 2017-076 - Annexing and Incorporating 7080 Shop Road, Richland County TMS #11211-07-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

38. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013 – *Approved on first reading.*

Ordinance No.: 2017-079 - Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County TMS# 002898-01-013 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Regional Activity Center (UEAC-2), and assign zoning of Planned Unit Development-Large Scale (PUD-LS). The property is currently zoned PD by Lexington County.

Applicant: Circle K Stores Inc.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013 **and** Ordinance No.: 2017-079 - Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County TMS# 002898-01-013 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

39. Resolution No.: R-2017-091- Annexing 0.09 acres N/S SC 277, Richland County TMS# 11616-01-01 - *Approved*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of Development District (D-1). The property is currently classified as Mixed Residential High Density and zoned RU by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.

40. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 0.09 acres, N/S SC 277, TMS# 11616-01-01 – *Approved on first reading.*

Ordinance No.: 2017-081- Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Council District:	2
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of Development District (D-1). The property is currently classified as Mixed Residential High Density and zoned RU by Richland County.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.

Upon a single motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve **Item 39** Resolution No.: R-2017-091- Annexing 0.09 acres N/S SC 277, Richland County TMS# 11616-01-01; give first reading approval to **Item 40** the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 0.09 acres, N/S SC 277, TMS# 11616-01-01; **and** give first reading approval to Ordinance No.: 2017-081- Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

41. Resolution No.: R-2017-092 - Annexing 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13 705-11-01 I 13 705-11-02, 13 705-11-03, 13 705-11-04, 13 705-11-08, 13 705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 - *Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Council District:	3
Proposal:	Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.

42. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment -1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08 – *Approved on first reading.*

Ordinance No.: 2017-082 - Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and



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13709-03-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on first reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.

Upon a single motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve **Item 41** Resolution No.: R-2017-092 - Annexing 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13 705-11-01 I 13 705-11-02, 13 705-11-03, 13 705-11-04, 13 705-11-08, 13 705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08; give first reading approval to **Item 42** the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-



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11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08; **and** give first reading approval to Ordinance No.: 2017-082 - Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

43. Zoning Map Amendment - 201 S. Assembly Street, TMS# 11301-15-03 – *Approved on first reading.*

Council District: 2

Proposal: Request to rezone the parcel from M-1, -FP to C-2, -FP

Applicant: David A. Chase, Jr. and Stephen H. Chase, Jr.

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

Ms. Vi Hendley expressed concerns about flooding.

Ms. Krista Hampton, Planning and Development Services Director explained that this is down-zoning with a less intensive use.

Ms. Kelly Anderson asked if the road will remain open.

Ms. Krista Hampton, Planning and Development Services Director explained that this zoning request doesn't close the road.



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Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 201 S. Assembly Street, TMS# 11301-15-03.

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

Ordinance No.: 2017-083 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017 – *Approved on first reading.*

Council District: 2

Proposal: Assign land use classification of Urban Core Mixed Residential Type 2 (UCMR-2). The property is currently classified as Mixed Residential-High Density by Richland County.

Applicant: Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation: 06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0)



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

Council District: 2

Proposal: Assign zoning of General Residential District (RG-2). The property currently has interim zoning of General Residential District (RG-2)

Applicant: Orchard Columbia III, LLC / Julius Kirkland, Robert L. Giles; Holbrook Family, LLC; James L. Hilliard

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

PC Recommendation: Annex, Assign Interim Land Use and Interim Zoning, 06/05/2017; Approve (7-0)

Ms. Vi Hendley said we are inundated with student housing and the Orchard is cookie cutter architecture; they are not preserving trees and we can't connect with the developer.

Ms. Kelly Anderson said the infrastructure isn't there to support additional construction; trains add to the congestion; there will be increased noise; and there will be an increased police presence except on weekends.

Ms. Krista Hampton, Planning and Development Services Director explained that Council must assign an interim zoning when approving a fast track annexation and then you have to confirm the zoning.

Ms. Kelly Anderson said her parents live on the other side of the Orchard development and at certain times of the day they are not able to flush the commode and the water pressure drops while they are in the shower. Another development will further reduce the water pressure.

Councilor Davis asked staff if that is contributed to the existing development and can it be impacted by the proposed development.



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Mr. Clint Shealy, Assistant City Manager for Columbia Water agreed to conduct a flow test. He asked for Ms. Anderson's parent's address.

Councilor Duvall said these were unanimously approved by the Planning Commission. He asked if the public commented on the impact of the development at the meeting.

Ms. Krista Hampton, Planning and Development Services Director said no.

Councilor Devine said we are not changing the zoning, we are confirming it.

Ms. Krista Hampton, Planning and Development Services Director said by annexing this property and the development occurring in the City, it will be less dense. In the County you can put more than three unrelated people in a dwelling unit whereas in the City and under this zoning classification you cannot. It may house students, but it will not be a private student dormitory.

Ms. Vi Hendley said it is yet another student housing complex. Each pod has two apartments housing up to eight students.

Councilor Devine clarified that Council's action or inaction tonight doesn't change that.

Ms. Vi Hendley said we will lose a great deal of tree coverage; there's not a single tree left. As long as it's in keeping with the yet to be adopted plan and we are able to guide development appropriately, I see no reason why the zoning shouldn't go forward. She expressed concerns about an additional 2,000 students coming into Fire Engine 2's call area. It is petroleum based wood housing, so fire is another issue.

Ms. Krista Hampton, Planning and Development Services Director clarified that it is 28 units; it is not an extremely large development.

Councilor Devine asked staff to facilitate contact between the community and the developer.

Councilor Duvall asked how this is being built without putting the trees back.

Ms. Krista Hampton, Planning and Development Services Director said those are in the County and subject to County regulations. Our landscape regulations are more stringent.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Vi Hendley added that they were supposed to preserve ten grand trees, but they made a change at the last minute. She noted that trees are being planted too close to the houses and won't have room to grow.

Councilor Devine said by us annexing the property there will be the ability to address some of Ms. Hendley's concerns.

Upon a single motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to give first reading approval to **Item 44** the *Comprehensive Plan Map Amendment Confirmation* for 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; Ordinance No.: 2017-083 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017; and **Item 45** the *Zoning Map Amendment Confirmation* for 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16.

46. Comprehensive Plan Future Land Use Map Amendment - 17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-30 – *Approved on first reading.*

Ordinance No.: 2017-071 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30 – *Approved on first reading.*

City Council District: 1

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 – Future Land Use Map to modify the land use classification from SD-2 to AC-1.



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Applicant:	City of Columbia Planning & Development Services
Staff Recommendation:	Approval
PC Recommendation:	07/10/2017; Approval (9-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Comprehensive Plan Future Land Use Map Amendment* for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-30 **and** Ordinance No.: 2017-071 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30.

47. Amendment to Plan Columbia: Land Use Plan

Ordinance No.: 2017-078 - Amending the text of Plan Columbia: Land Use Plan specific to the Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification – *Approved on first reading.*

City Council District: 1, 2, 3, 4

Proposal: Request adoption of an amendment to Plan Columbia: Land Use Plan text specific to the Urban Edge Regional Activity Center (UEAC-2) future land use classification.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)

No one appeared in support of or in opposition to this matter.



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Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-078 - Amending the text of Plan Columbia: Land Use Plan specific to the Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification.

Mayor Benjamin encouraged staff to continue the dialog with the neighbors impacted by the project in Olympia. This is an issue of significant discussion in which we compelled annexation to be able to control future development of the property. Moving forward is the right thing to do.

Council closed the Zoning Public Hearing at 7:31 p.m.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

Dr. Germon Miller introduced Gerard and Donovan Washington. The brothers are participants in the RICH Program through collaboration with the Department of Juvenile Justice. They implemented a successful art program and the art is on display at Pacific Park.

Mr. Gerard Washington, RICH Program participant said through his work with Mama G, he was granted a window display at the Tapp's Art Center on Main Street in collaboration with Tapp's Programs Director Shigeharu Kobayashi and Executive Director Caitlin Bright. He distributed photocopies of one of his paintings to the members of Council.

Mr. Donovan Washington, RICH Program participant introduced himself as a poet. He said he never thought he would be at City Hall at such a young age. He said it is wonderful to see what a community can do when we come together.

Councilor Davis told Donovan and Gerard that this is their house.

Mayor Benjamin encouraged the young men and Mama G to continue to do great things.



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Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 7:40 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 17, 2017

The Columbia City Council met for a Work Session on Tuesday, October 17, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 4:13 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 4:15 p.m. for the discussion of **Items 1** and **2** as outlined.

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

Gills Creek Maintenance and Security Agreement
Pharmacy
Lower Richland Sewer Agreement
Fire Services Agreement
Palmetto of Richland, LLC
Capital City Stadium
Bond Issuance
Carolina Water
Hallmark Homes

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

Soda City

Council adjourned the Executive Session at 6:00 p.m. to convene the Council Meeting.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 17, 2017

The Honorable Mayor Pro-Tempore Tameika Isaac Devine called the meeting to order at 6:06 p.m. The following members of 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 6:24 p.m. The Honorable Sam Davis and The Honorable Moe Baddourah were absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

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. Duvall, Council voted unanimously to adopt the agenda as amended to add **Item 26** (*Ridgewood Missionary Baptist Church Young Women's Auxiliary Day Proclamation*) and **Item 30** (*Statement of Support for the Guard and Reserve by General John Finan*) and to defer consideration of **Item 34** (*Ordinance2017-070*).

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

3. Council is asked to approve the August 15, 2017 Meeting Minutes.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the August 15, 2017 Meeting Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2017**

CONSENT AGENDA

Councilor Rickenmann questioned the difference between the budgeted amount and the awarded amount for **Item 9**.

Mr. Clint Shealy, Assistant City Manager for Columbia Water said this was a competitive bid and this is was the only bid we received.

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the **Consent Agenda Items 4 through 22**.

4. Council is asked to approve the Purchase of two (2) Ford F-250 XL vehicles for Columbia Water, as requested by the Fleet Services Division. Award to Vic Bailey Ford, using the SC State Contract in the amount of \$66,140.00. This vendor is located in Spartanburg, SC. *Funding Source: Utilities Metro Wastewater Plant-Auto, Trucks and Heavy Equipment-Capital: 5516208-658500. The original budgeted amount is \$71,000.00. - Approved*
5. Council is asked approve a Renewal for Edge in Car Camera Systems and Body Cameras, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract in the amount of \$82,542.69. This vendor is located in Houston, TX. *Funding Source: Maintenance & Service Contract; 1012402 –638200. The original budgeted amount is \$82,542.69. – Approved*
6. Water, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$97,590.00. This vendor is located in West Columbia, SC. *Funding Source: Utilities Wastewater Maintenance-Machinery and Equipment-Capital: 5516205-658300. The original budgeted amount is \$98,000.00. - Approved*
7. Council is asked to approve the Purchase of four (4) Tandem Dump Trucks with Steerable Drop Axle for Columbia Water, as requested by the Fleet Services Division. Award to Shealy's Truck Center, Inc., a certified Local Business Enterprise in the amount of \$589,380.00. This vendor is located in Columbia, SC. *Funding Source: Utilities Water Distribution & Maintenance-Auto, Trucks and Heavy Equipment-Capital; 5516203-658500 \$302,400.00 and Utilities Wastewater Maintenance-Auto, Trucks and Heavy Equipment-Capital: 5516205-658500 \$300,000.00. The original budgeted amount is \$602,400.00. – Approved*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2017**

8. Council is asked to approve Stormwater Improvements along College Street Phase I, as requested by Columbia Water. Award to Shady Grove Construction, LLC., a certified Disadvantaged Business Enterprise in an amount not to exceed \$153,115.60. This firm is located in Irmo, SC. *Funding Source: 5549999-SD842901-658650. This is a Mentor Protégé Program Project. J. A. Mabus & Associates, Inc., of Columbia, SC is the Protégé and will provide 34.5% (48,065.00) of the contract value. The original budgeted amount is \$265,285.00. - Approved*

The following sub-consultants will provide additional services:

B&H Paving a Minority Business Enterprise located in Columbia, SC will receive 3.2% (\$4,500.00) of the contract value.

Capital Concrete of Columbia, SC will receive 17.2% (\$24,000.00) of the contract value.

LA Barrier of Lexington, SC will receive 0.8% (\$1,200.00) of the contract value.

Vulcan Materials of Columbia, SC will receive 5% (\$7,000.00) of the contract value.

Fortiline of Columbia, SC will receive 5.76% (\$8,826.90) of the contract value.

9. Council is asked to approve services for Instrumentation and System Maintenance, as requested by Columbia Water. Award to CITI, LLC in an amount not to exceed \$305,097.00. This firm is located in Charlotte, NC. *Funding Source: Utilities Metro Wastewater Plant-Maintenance and Service Contract 5516208-638200. The original budgeted amount is \$363,528.00. - Approved*
10. Ordinance No.: 2017-073 - Authorizing the City Manager to execute a Quit Claim Deed and any other documents necessary to convey an unopened portion of Willow Street (formerly Pine Street) containing approximately 0.39 acres located between Richland County TMS#09213-08-10, TMS #11601-25-02 and TMS#09116-02-13; from the City of Columbia to The Housing Authority of the City of Columbia for Lorick Place Development; CF#340-16A - *First reading approval was given on October 3, 2017. – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2017**

11. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 1080 Shop Road, TMS# 11211-07-06 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Ordinance No.: 2017-076 - Annexing and Incorporating 7080 Shop Road, Richland County TMS #11211-07-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Residential-High Density and zoned M-1 by Richland County.

Applicant: ARG BHCLMSC001, LLC

Staff Recommendation: Approval

PC Recommendation: 07/18/2017; Approval (9-0)

12. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 334 Harbison Boulevard and 334 B Harbison Boulevard, TMS# 002898-01-013 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Ordinance No.: 2017-079 - Annexing and Incorporating 334 Harbison Boulevard and 334 B Harbison Boulevard, Lexington County TMS# 002898-01-013 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on October 3, 2017. - Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, OCTOBER 17, 2017**

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|-----------------------|---|
| Council District: | 1 |
| Proposal: | Request to annex, assign land use classification of Urban Edge Regional Activity Center (UEAC-2), and assign zoning of Planned Unit Development-Large Scale (PUD-LS). The property is currently zoned PD by Lexington County. |
| Applicant: | Circle K Stores Inc. |
| Staff Recommendation: | Approval |
| PC Recommendation: | 08/07/2017; Approval (7-0) |
13. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 0.09 acres, N/S SC 277, TMS# 11616-01-01 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
- Ordinance No.: 2017-081- Annexing and Incorporating 0.09 acres N/S SC 277, Richland County TMS #11616-01-01 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
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| Council District: | 2 |
| Proposal: | Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2), and assign zoning of Development District (D-1). The property is currently classified as Mixed Residential High Density and zoned RU by Richland County. |
| Applicant: | City of Columbia |
| Staff Recommendation: | Approval |
| PC Recommendation: | 08/07/2017; Approval (7-0) |
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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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14. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment -1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07, 13709-03-08 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Ordinance No.: 2017-082 - Annexing and Incorporating 1626 Tall Pines Circle, 1630 Tall Pines Circle, 1634 Tall Pines Circle, 1640 Tall Pines Circle, 1700 Tall Pines Circle, 1704 Tall Pines Circle, 1708 Tall Pines Circle, 1712 Tall Pines Circle, 1716 Tall Pines Circle, 1522 Tall Pines Circle, 1526 Tall Pines Circle, 1530 Tall Pines Circle, 1532 Tall Pines Circle, 1616 Tall Pines Circle, 1620 Tall Pines Circle, 1622 Tall Pines Circle, 1518 Tall Pines Circle, 1514 Tall Pines Circle, 1510 Tall Pines Circle; Richland County TMS# 13612-01-01, 13612-01-02, 13612-01-03, 13612-01-04, 13612-01-05, 13612-01-06, 13612-01-07, 13612-01-08, 13612-01-09, 13705-11-01, 13705-11-02, 13705-11-03, 13705-11-04, 13705-11-08, 13705-11-09, 13705-11-10, 13709-03-06, 13709-03-07 and 13709-03-08 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Urban Core Residential - Small Lot (UCR-1), and assign zoning of Single Family Residential, -Flood Protective Area (RS-2, -FP). The property is currently classified as Mixed Residential-High Density and zoned RS-HD by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval



**COLUMBIA CITY COUNCIL MEETING MINUTES
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- PC Recommendation: 08/07/2017; Approval (7-0)
15. Zoning Map Amendment - 201 S. Assembly Street, TMS# 11301-15-03 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
- Council District: 2
- Proposal: Request to rezone the parcel from M-1, -FP to C-2, -FP
- Applicant: David A. Chase, Jr. and Stephen H. Chase, Jr.
- Staff Recommendation: Approval
- PC Recommendation: 08/07/2017; Approval (7-0)
16. Comprehensive Plan Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
- Ordinance No.: 2017-083 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; Richland County TMS# 11204-02-29, 11204-02-28, 11204-02-27, 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16; annexed by Ordinance No.: 2017-050 enacted July 18, 2017 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
- Council District: 2
- Proposal: Assign land use classification of Urban Core Mixed Residential Type 2 (UCMR-2). The property is currently classified as Mixed Residential-High Density by Richland County.
-



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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| Applicant: | Orchard Columbia III, LLC / Julius Terry Kirkland; Robert L. Giles; Holbrook Family, LLC; James L. Hilliard |
| Staff Recommendation: | Annex, Assign Interim Land Use and Interim Zoning; Approve |
| PC Recommendation: | 06/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (7-0) |
17. Zoning Map Amendment Confirmation - 150 Bluff Road, 152 Bluff Road, 154 Bluff Road, 154A Bluff Road, 156 Bluff Road, and 160 Bluff Road, 164 Bluff Road, 1003 Hamrick Street, 1007 Hamrick Street, and 1011 Hamrick Street; TMS# 11204-02-29, 11204-02-28, 11204-02-27, and 11204-02-26, 11204-02-25, 11204-02-14, 11204-02-15, and 11204-02-16 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
- | | |
|-----------------------|--|
| Council District: | 2 |
| Proposal: | Assign zoning of General Residential District (RG-2). The property currently has interim zoning of General Residential District (RG-2) |
| Applicant: | Orchard Columbia III, LLC / Julius Kirkland, Robert L. Giles; Holbrook Family, LLC; James L. Hilliard |
| Staff Recommendation: | Annex, Assign Interim Land Use and Interim Zoning, Approve |
| PC Recommendation: | Annex, Assign Interim Land Use and Interim Zoning, 06/05/2017; Approve (7-0) |
18. Comprehensive Plan Future Land Use Map Amendment - 17.94 acres W/S Broad River Road and 1435 St. Andrews Road; TMS# 06113-02-40 and 06113-02-30 – *First reading approval was given on October 3, 2017. - Approved on second reading.*
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**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ordinance No.: 2017-071 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map for 17.94 acres W/S Broad River Road and 1435 St. Andrews Road, Richland County TMS No.: 06113-02-40 and 06113-02-30 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

City Council District: 1

Proposal: Request to amend Chapter 8.3 of The Columbia Plan 2018 – Future Land Use Map to modify the land use classification from SD-2 to AC-1.

Applicant: City of Columbia Planning & Development Services

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

19. Amendment to Plan Columbia: Land Use Plan – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Ordinance No.: 2017-078 - Amending the text of Plan Columbia: Land Use Plan specific to the Urban Edge Regional Activity Center (UEAC-2) Future Land Use classification – *First reading approval was given on October 3, 2017. - Approved on second reading.*

City Council District: 1, 2, 3, 4

Proposal: Request adoption of an amendment to Plan Columbia: Land Use text specific to the Urban Edge Regional Activity Center (UEAC-2) future land use classification.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 08/07/2017; Approval (7-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
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20. Resolution No.: R-2017-095 - Authorizing consumption of beer and wine only at First Thursdays on Main Street - *Approved*
21. Resolution No.: R-2017-101 - Authorizing consumption of beer and wine beverages only at Vista Lights 2017 on November 16, 2017 - *Approved*
22. Resolution No.: R-2017-108 - Authorizing consumption of beer and wine only at the Earle Jam Music and Beer Festival in Earlewood Park on Sunday, October 29, 2017 - *Approved*

OTHER MATTERS

23. Council is asked to approve services for a Portable Ice Rink Rental, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00. This vendor is located in Miami, FL. *Funding Source: Recreation Programs - Special Projects (Ice Rink); 1015106-638518. The original budgeted amount is \$133,000.00. - Approved*

Councilor Duvall made a motion to deny approval of services for a Portable Ice Rink Rental, as requested by the Parks and Recreation Department.

Councilor McDowell sought clarification on the motion. I am for disapproval, but if we are looking for total elimination we will need to be systematically correct.

Councilor Devine asked if the item is time sensitive. If not, she asked Councilman Duvall to hold his motion until Mayor Benjamin and Councilman Davis are present for this discussion.

Mr. Randy Davis, Parks and Recreation Director said the matter is time sensitive, because operation will begin during the week of Thanksgiving.

Councilor Devine asked to hold the matter until Mayor Benjamin returns.

ZONING MATTER - SECOND READING

24. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18 – *First reading approval was given on October 3, 2017. - Approved on second reading.*



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Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *First reading approval was given on October 3, 2017. - Approved on second reading.*

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential-Large Lot (UER-2) and Urban Edge Residential-Small Lot (UER-1), and assign zoning of Planned Unit Development- Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and Zoned Planned Development District (PDD) by Richland County.

Applicant: Prime Development, LLC and Centerline Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/10/2017; Approval (9-0)

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to the *Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment* for 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres, 478 Jacobs Mill Pond Road, TMS# 28913-02-03 and 28900-01-18 **and** Ordinance No.: 2017-072 - Annexing and Incorporating 44.97 acres, 522 Jacobs Mill Pond Road and 140.91 acres Jacobs Mill Pond Road, Richland County TMS# 28913-02-03 and 28900-01-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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PRESENTATIONS

25. End Child Hunger Week Proclamation - The Honorable Mayor Stephen K. Benjamin

The members of Council proclaimed October 22-28, 2017 as End Child Hunger Week in the City of Columbia.

Ms. Ashley Page, MSW, End Child Hunger SC Community Organizer announced that End Child Hunger will be celebrated during the week of October 22-28, 2017 in partnership with the Richland County Public Library; the Department of Social Services farmers market; and the Boys and Girls Club.

26. Ridgewood Missionary Baptist Church Young Women's Auxiliary Day Proclamation - The Honorable Mayor Stephen K. Benjamin

A member of the Ridgewood Missionary Baptist Church Young Women's Auxiliary announced that the YWA hosts the Pink Dress and Bow Tie Social in partnership with the Palmetto Health Breast Cancer Foundation. Through the Walk by Faith initiative shoes are collected for the homeless and personal items are collected for the homeless through the Handbags of Hope initiative. Our goal is glorify God as we service the community.

The members of Council proclaimed October 28, 2017 as Ridgewood Missionary Baptist Church Young Women's Auxiliary Day in the City of Columbia.

Mayor Benjamin arrived at 6:24 p.m.

27. National Pregnancy and Infant Loss Remembrance Day Proclamation - The Honorable Ms. Devine

Ms. Kristi Bothur of Naomi's Circle said it has been eight years since their daughter Naomi died. It was considered a late miscarriage, yet we birthed her, buried her, and mourned her. Since then, we've had four other losses, but we also welcomed our rainbow baby who is now five. Our last loss was three years ago. We've allowed the love and memories carry us forward into the future. Pregnancy and Infant Loss Remembrance Day is a day to remember and a day to invite others to remember with us. This proclamation means the world and it lets us know that our children are not forgotten and that we are not alone in remembering them.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Devine said she welcomed her rainbow baby earlier this year and he turned eight months old yesterday. And although you have joy everything is not okay, because you still miss your baby. We will continue to recognize and remember all of the angel babies and support the families who are affected by infant loss.

Mr. Eric Bothur of Naomi's Circle said we are thankful. He presented each council member with a yellow rose.

Mayor Benjamin and the members of Council proclaimed October 17, 2017 as National Pregnancy and Infant Loss Remembrance Day in the City of Columbia.

Councilor McDowell recognized Ms. Meek Brown of Manners Matter and Circle of Life and Mr. Kelly Simmons, Owner of K3 as new business owners in District Two. They bring tremendous gifts into our City through their mentoring program.

Ms. Meek Brown explained that Circle of Life is a home care service that caters to veterans, disabled kids and the elderly. She said there is a gap with our youth and we are passionate about trying to do something about it. Mr. Simmons' mentoring program has existed for over ten years. We teach youth the importance of manners and social skills to bring about change in our community. We would like to partner with the City to host a mentoring explosion.

Mr. Kelly Simmons, III, Owner of KS3 Global Consulting, LLC said through this mentoring program youth are empowered to be ambassadors of change. I grew up with both parents in the home, but it took a village to help me to become successful. We found that there are continuing issues. We realize that mentoring starts at home and we provide workshops for parents. We work with the schools to address behavior and we provide curriculum outside of the classroom. We want to provide a career and mentoring expo in the City and we want the City of Columbia to be at the forefront of launching this movement.

28. Books with Barbers Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of Council proclaimed October 25, 2017 as Books with Barbers Day in the City of Columbia.

Ms. Jasmine Mix, M. Ed, Founder of Books with Barbers said the sole mission is to educate boys and to close the literacy gap that currently exists between males and females in our public education school system. We will celebrate the day by having family night at barbershops located in the City of Columbia. We have a partnership with Allen University's basketball team



**COLUMBIA CITY COUNCIL MEETING MINUTES
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to offer tutoring within local barbershops. We look forward to increasing the education and literacy of our boys on the many days to come. She recognized Johnny Baez as the first barber who partnered with the program. We are now in 386 barbershops and 14 states.

Mr. Johnny Baez, Owner of Holidays Barbershop introduced himself as a 2008 graduate of the University of South Carolina who struggled with reading as a kid. It's an honor for me to be the first barbershop to partner with Jasmine.

Mayor Benjamin stated that Mr. Baez is also working with the Columbia Police Department and our partnership with barbershops.

29. Co-Operative Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Ms. Diane Wiley said she is excited about the co-op. We will have healthy food and today has been a magnificent day for District Two. We are working hard to provide a healthy grocery store that won't be able to close on us.

Ms. Sarah Nevarez, Director of Supportive Health Services for the Cooperative Ministry invited the members of Council and the public to the co-op launch event on Friday, October 20, 2017 from 4:00 p.m. until 7:30 p.m. at the Charles R. Drew Wellness Center. Individuals can learn more about the co-op and sign up to become co-owners in the City Foods Cooperative Marketplace.

Mayor Benjamin and the members of Council proclaimed October 2017 as Co-Operative Month in the City of Columbia.

30. Statement of Support for the Guard and Reserve - General John Finan

General John Finan, USAF, Retired said he is as a volunteer for a Department of Defense organization called Employer Support for the Guard and Reserve. He explained that the guard reserve forces accomplish almost 50% of the armed forces missions and deployments overseas. The success of those missions depend on the young men and women who want to do this, the family and friends that support them, and the employers that are willing to hire them knowing that they have to take time off for training and deployments. The City of Columbia is known as a military friendly city. Each City agency head has already signed a Statement of Support and I am delighted that the Mayor and City Council members will publicly sign the Statement of Support.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 17, 2017

Mayor Benjamin read the Statement of Support and each member of Council signed the Statement of Support for the Guard and Reserve.

31. Introduction of the 2017 Love Columbia Photo Challenge Winners - Ms. Leshia Utsey, Director of Public and Media Relations

Ms. Leshia Utsey, Director of Public and Media Relations explained that the #LoveColumbia Photo Challenge is a City initiative that encourages citizens of Columbia to submit photos via social media of the images they love in the city. The City of Columbia Photo Challenge, #LoveColumbia, began in 2014 as a way to increase community engagement, expand public knowledge of the City's social media sites, and increase the use of technology to interact with citizens. To enter the contest, you must tag the City of Columbia on the social media platform using #LoveColumbia Photo Challenge to identify a contest entry. Our followers participate by selecting the winner. The 2017 #LoveColumbia Photo Challenge winners are as follows: Facebook - Clifton Fomby; Twitter - Susan McPherson; and Instagram - Andre Buchanan.

City Manager Teresa Wilson recognized Ms. Leshia Utsey, Public and Media Relations Director for 20 years of service to the City of Columbia.

SIDEWALK VENDING PUBLIC HEARING

32. Ordinance No.: 2017-088 - Granting a Franchise to Keyser Concessions, LLC for operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street – *Approved on first reading.*

Council opened the Sidewalk Vending Public Hearing at 7:07 p.m.

Ms. Teresa Wilson, City Manager said this is not a new request; it's a renewal.

Councilor Rickenmann asked if this cart is in compliance now, because it wasn't previously.

Councilor Duvall said this request may not be in compliance with our ordinance. I'm not sure that their items fall within the ordinance.

Ms. Sidra Nelson, Business License Administrator said they are in compliance and they have already been operating at this location. It is a cart and the items are all listed in the ordinance.

Council closed the Sidewalk Vending Public Hearing at 7:11 p.m.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-088 - Granting a Franchise to Keyser Concessions, LLC for operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street. The Economic and Community Development Committee needs to review this matter as soon as possible.

ORDINANCES - FIRST READING

33. Ordinance No.: 2017-069 - Authorizing the City Manager to execute an Amendment to the Air Rights Development Contract between the City of Columbia and Hallmark Homes International, Inc. – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-069 - Authorizing the City Manager to execute an Amendment to the Air Rights Development Contract between the City of Columbia and Hallmark Homes International, Inc.

34. Ordinance No.: 2017-070 - Authorizing the City Manager to execute an Amendment to the License Agreement between the City of Columbia and Hallmark Homes International, Inc. – *Consideration of this item was deferred.*
35. Ordinance No.: 2017-086 - A Third Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, in one or more series, in the Principal Amount of not Exceeding \$45,000,000; Delegating the Authority to the Mayor, City Manager and Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, To determine Certain Matters with Respect to the Bonds; Prescribing The Form and Details of Such Bonds; and Other Matters Relating Thereto – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-086 - A Third Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, in one or more series, in the Principal Amount of not Exceeding \$45,000,000; Delegating the Authority to the Mayor, City Manager and Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, To determine Certain Matters with Respect to the Bonds; Prescribing The Form and Details of Such Bonds; and Other Matters Relating Thereto.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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36. Ordinance No.: 2017-087 - Authorizing consumption of beer and wine beverages only at the 2018 Famously Hot New Year Event – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-087 - Authorizing consumption of beer and wine beverages only at the 2018 Famously Hot New Year Event.

37. Ordinance No.: 2017-089 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building) – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2017-089 - Authorizing the City Manager to execute a Lease Renewal Agreement with Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building).

38. Ordinance No.: 2017-091 - Granting an encroachment to First Presbyterian Church of Columbia for installation and maintenance of concrete sidewalks, landscaping and an irrigation system within the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-091 - Granting an encroachment to First Presbyterian Church of Columbia for installation and maintenance of concrete sidewalks, landscaping and an irrigation system within the right of way area of the 1400 block of Lady Street and 1200 block of Marion Street adjacent to 1400 Lady Street, Richland County TMS #11401-04-01 and 11401-04-12.

39. Ordinance No.: 2017-092 - Granting an encroachment to the OBS, LLC for installation and maintenance of a concrete and brick paver walkway within the right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17 – *Approved on first reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2017-092 - Granting an encroachment to the OBS, LLC for installation and maintenance of a concrete and brick paver walkway within the right of way area of the 1500 block of Lady Street adjacent to 1515 Lady Street, Richland County TMS #11402-12-17.

40. Ordinance No.: 2017-093 - Authorizing the City Manager to execute a Tenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2017-093 - Authorizing the City Manager to execute a Tenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/-acres (Capital City Stadium), Richland County TMS #11204-02-02.

RESOLUTIONS

41. Resolution No.: R-2017-105 - Amending Resolution No.: R-2014-023 Designating Whaley Street Neighborhood a Residential Parking Permit District to add 100 Mulberry Lane, 101 Mulberry Lane, 103 Mulberry Lane, 104 Mulberry Lane and 108 Mulberry Lane - *Approved*

Councilor Rickenmann asked if it is normal for only two people on the block to sign the petition.

Ms. Elle Matney, Parking Services Director said there are only five homes on this block and only two homes are owner occupied; those are the two that would sign. When this was enacted in 2014, this street was not included. They are asking to be incorporated in the district.

Councilor Rickenmann said the other owners may not live there, but they are property owners. There is a process that we should go through. I would like for us to reach out to the other folks.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2017-105 - Amending Resolution No.: R-2014-023 Designating Whaley Street Neighborhood a Residential Parking Permit District to add 100 Mulberry Lane, 101 Mulberry Lane, 103 Mulberry Lane, 104 Mulberry Lane and 108 Mulberry Lane.



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42. Resolution No.: R-2017-106 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and Experience Columbia, South Carolina for a Wayfinding Project *Funding Source: 4183206 Wayfinding Sign Project - Approved*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2017-106 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and Experience Columbia, South Carolina for a Wayfinding Project.

43. Resolution No.: R-2017-107 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia, Richland County, South Carolina and the Columbia Housing Authority for the Gonzales Gardens Demolition Project - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2017-107 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia, Richland County, South Carolina and the Columbia Housing Authority for the Gonzales Gardens Demolition Project.

OTHER MATTERS

44. Council is asked to approve services for a Portable Ice Rink Rental, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00. This vendor is located in Miami, FL. *Funding Source: Recreation Programs- Special Projects (Ice Rink); 1015106-638518. The original budgeted amount is \$133,000.00. – Please refer to Item 23. - Approved*

Mayor Benjamin said I want you to identify a temporary park, a place making opportunity that has brought in 52,000 people and a half million dollars in revenue over the last five years. This is an exciting opportunity that has helped us rebuild downtown and I move approval of it for one more year. It was seconded by Ms. Devine.

Councilor Duvall said the item was already brought up tonight and I moved in the opposite direction. What does the parliamentarian say about that? This is the ice skating rink at Boyd Plaza and I have spoken against this for two years. I'm not against ice skating. I am against the City of Columbia spending almost \$310,000 over the last five years supporting this. The City Center Partnership or the Columbia Chamber of Commerce needs to support this. We are losing



**COLUMBIA CITY COUNCIL MEETING MINUTES
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\$60,000 per year in support of a small group of merchants and that is not something the City should do. I would like to question where the \$115,000 expenditure comes from when we've spent more than that each year.

Mayor Benjamin disagreed with the idea that this supports a small group of merchants. I've seen very few, if any of the small group of merchants ice skating on Main Street. There have been children from all across this region who have been attracted to this place making opportunity in the urban core. This has been about the opportunity to attract people back to a historic commercial corridor.

Mr. Randy Martin, Parks and Recreation Director said the expenditures include staff salaries, equipment, insurance fees, and various licenses. He noted that the service was put out for bid and we received one response. We charge \$10 for adults and \$8 for children and discounts are offered Mondays through Wednesdays. The total budget is \$133,000 for the contract.

Ms. Teresa Wilson, City Manager noted that we achieved a savings with Magic Ice this year.

Councilor McDowell inquired about the instances of injuries.

Mr. Randy Martin, Parks and Recreation Director said there haven't been any significant injuries at the ice rink over the years.

Councilor McDowell inquired about the attendance for last year.

Mr. Randy Martin, Parks and Recreation Director reported that the total attendance for last year was 10,569. That was the highest year with the exception of 2013 when the attendance was over 15,000.

Councilor Rickenmann made an amended motion to reimburse the Parks and Recreation Department for ice rink expenditures from the hospitality tax fund.

Councilor Devine supported Mr. Rickenmann's amendment. I hear from citizens and visitors who love the ice skating rink. Having the skating rink adds to the diversity of what we offer our citizens and our visitors. We will likely need to look at another location for next year. As we make that adjustment we should look for partners who might subsidize it. It is an asset to downtown living.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted four (4) to (1) to approve services for a Portable Ice Rink Rental, as requested by the Parks and Recreation Department. Award to Magic Ice USA in an amount not to exceed \$115,000.00 and to reimburse the Parks and Recreation Department for the total costs for operating the ice rink when surplus hospitality tax funds become available will be reimbursed. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, and Mayor Benjamin. Mr. McDowell voted nay.

45. October 2015 Flood Recovery Program Update - Ms. Melissa Caughman, Budget and Program Management Director and Ms. Keely Thibodeaux, AIA, PMP, Principal Landmark Consulting

Ms. Keely Thibodeaux, AIA, PMP, Principal Landmark Consulting reported that we are using four different federal sources to fund the Flood Recovery Program: FEMA 404 Hazard Mitigation Grant Program (HMGP), FEMA Public Assistance Grant (PA), NCRS Waterway Debris Removal Program which is complete, and HUD CDBG-Disaster Recovery. On October 3, 2017, the State informed the City that FEMA lifted the Immediate Needs Funding suspension of awards and we are able to continue reimbursements. There were originally 200 individual projects in the FEMA PA Program and now 188 of those projects have been completed using City forces. We have task orders out with four engineering firms for the 12 remaining projects and design services are expected to be completed in the spring. The Columbia Canal Project is the largest project in our portfolio. The project worksheet was delivered to FEMA in June and it includes repairs to the head gates, breach, Canal dikes, and the Hydro Plant at an estimated cost of \$170 million. The City is requesting emergency repair of the two head gates using CDBG-DR funding. This will improve the City's capability to manage water for the Columbia Canal Water Treatment Plant. The State has provided us a schedule for the City's four active projects under the Hazard Mitigation Grant Program. These projects include 32 residential property acquisitions, a commercial property acquisition, and dike upgrades at the Wastewater Treatment Plant. She presented a diagram of the post award property acquisition process. We are currently at phase three, which is the environmental and appraisal process and it could take up to ten months to complete all ten steps.

Councilor Rickenmann asked what we can do to help expedite this process for folks.

Ms. Keely Thibodeaux, AIA, PMP, Principal Landmark Consulting said it is a long process all over the country; it's not specific to the Columbia program. She outlined what the City has done to expedite the process. All of the things under the City's control are on an expedited schedule.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Devine asked if we have resources available to assist homeowners on a short-term basis.

Ms. Gloria Saeed, Community Development Director said we refer people to the United Way for assistance and we have other loan programs that could be of assistance. We are offering a substantial amendment to the CDBG-DR Program to increase the limit to 120% of the AMI.

Councilor Duvall asked if we can start reviewing the legal documents in order to expedite the steps.

Ms. Keely Thibodeaux, AIA, PMP, Principal Landmark Consulting said yes, some of the steps can run concurrently. She offered to come back with a schedule. We have a tentative Hazard Mitigation award schedule from the State and we are expecting a November award for the commercial property; December for the substantial damage; and January for the other residential properties. No schedule has been provided for the dike project. She noted that schedules are subject to change. She continued to report that case manager have processed 324 applications for various programs and 255 of those have passed a preliminary eligibility review. She announced that HUD has awarded the City of Columbia an additional \$6.1 million in CDBG funds bringing the total allocation to \$27.1 million. The [CDBG-DR] substantial amendment has been drafted and presented to the public. The recovery dashboard can be assessed at www.columbiasc.gov/flood.

46. Community Development Block Grant Disaster Recovery Program - Ms. Gloria Saeed, Community Development Director

Ms. Gloria Saeed, Community Development Director reported that the City received notification of an additional allocation in the amount of \$6.1 million in conjunction with the \$1 million we added from the City's CDBG loan fund bringing the total allocation to \$27,155,000 in disaster recovery assistance. She reviewed the program modifications to the Columbia Homeowner Assistance Program, the Columbia Buyout Program, the Columbia Small Rental Repair Program, the Elevation Reimbursement Program, the Columbia Minor Repair Program, and Small Business Disaster Recovery Program. We added a Multifamily Affordable Housing Fund to be used for the construction of affordable rental housing for households up to 120% of the AMI. We added the Canal Head Gates Repair and Improvements Program to repair two head gates. And we added the HMGP Local Cost Share Match so that we can assist with that. She presented the proposed budget.

Councilor Rickenmann asked what is included in the planning line item.



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Ms. Maya Gorman, Disaster Recovery Manager for Landmark Consulting said the planning line item includes 5% of your total for admin costs and 15% for planning to include most of your professional services. We started with only 5% and we decided that that we needed the entire amount that was allowed.

Councilor McDowell asked if the buyout properties have been appraised.

Ms. Gloria Saeed, Community Development Director said the properties have been appraised. She continued to report that the budget includes the maximum amount for admin and planning to be utilized for the life of the program. We reduced the approved budget allocation for the Columbia Homeowner Assistance Program by \$356,000. We added \$58,000 for the Homeowner Buyout Program. We increased funding for the Minor Repair Program. We reduced funding for the Small Rental Repair Program. We received four public comments and another public comment period will begin tomorrow. We will submit the substantial amendment to HUD on or before November 10, 2017.

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the Community Development Block Grant Disaster Recovery Program Action Plan Amendment Number One.

47. November and December 2017 City Council Meeting Dates - Ms. Teresa Wilson, City Manager

There was a consensus of Council to cancel the November 7, 2017 Council Meeting since it is Election Day in the City of Columbia. The remaining meeting dates are November 21, 2017, December 5, 2017, and December 19, 2017.

APPOINTMENTS

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

Mayor Benjamin nominated Sarah Simmons to serve on the Food Policy Committee. Ms. Devine and Mr. Rickenmann supported this nomination.

Councilor Duvall nominated Brenda Peterson to serve on the Food Policy Committee. Mr. McDowell supported this nomination.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Sarah Simmons was appointed to the Food Policy Committee.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No items were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were presented at this time.

APPEARANCE OF THE PUBLIC

An unidentified male appeared before Council to express concerns about receiving a ticket and being denied the right to have a jury trial.

Ms. Vi Hendley stated that a fire station is needed in the Olympia area. One engine is not sufficient for the number of build outs. We need acreage to provide for a fire station in that area. She suggested that the station should be located on Assembly Street and could cost up to \$4 million. The ballpark property comes with challenges and each year it becomes more expensive to build out in a floodplain. She asked Council not to consider an eleventh amendment with Bright Myers. Without the ballpark property we will have to buy land and that will increase the cost to the public.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to adjourn the meeting at 8:19 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Council is asked to approve the Delta Dental Benefits Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Delta Dental of Missouri as a third party administrator in the amount of \$60,000.00. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Dental Insurance Fund, 6028931-636600. The original budgeted amount is \$60,000.00.

ORIGINAL BUDGET: \$60,000.00

CLEAN WATER 2020?: No

There are no changes to the contract for plan administration.

Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

ATTACHMENTS:

- **#a:** Delta Dental Memo (PDF)
- **#b:** Delta Dental Renewal Jan 2018 (PDF)



CITY OF COLUMBIA
Human Resources Department
INTEROFFICE MEMORANDUM

TO: The Honorable Mayor Benjamin and Columbia City Council

DATE: November 27, 2017

CC: Teresa Wilson, City Manager
 Erika Moore, City Clerk
 Sandra A. Wright, Purchasing, Buyer

FROM: Pamela Benjamin, Human Resources Director
 Missy Caughman, Budget Director
 Connie Cauthen, Benefits Administrator

RE: Delta Dental of Missouri Plan Renewal

We are seeking approval from City Council to renew the following contracts for the plan period of January 1, 2018 through December 31, 2018:

Delta Dental of Missouri as the third party administrator for the dental benefits plan. There are no changes to the contract for plan administration. The funding source is dental insurance fund GL 6028931.

Estimated Annual Administration Fee 2018	\$60,000
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Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

We look forward to discussing this matter with you further.



April 28, 2017

CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217

Dear Pam,

I personally want to thank you for placing your trust in Delta Dental of South Carolina as your dental benefits provider. It has been a pleasure to serve **CITY OF COLUMBIA (6112-1000)** and we hope your experience with Delta Dental has been equally exceptional.

Your group's anniversary date with Delta Dental is **January 1, 2018**. To assist you with your planning, I have included your current monthly administrative fees for your review and consideration which will be valid for the next **12** months.

	<u>Current Rate</u>	<u>Renewal Rate</u>
PEPM	\$2.00	\$2.00

This is also an opportunity to change your plan design, if desired. If you have any questions or concerns related to these items, please do not hesitate to contact me or your broker directly.

Please keep in mind that this is your open enrollment period. Now is the time for your employees to review and make changes to their current coverage, which will become effective on your anniversary.

Thank you for your continued partnership with Delta Dental.

Sincerely,

H. Spann Laffitte, Jr.
Vice President of Sales & Account Management
803-454-8484
Spann.Laffitte@deltadentalsc.com



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Council is asked to approve the Pharmacy Benefit Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Medco/Express Scripts as the third party administrator in the amount of \$138,000.00. This firm is located in St. Louis, MO.

FINANCIAL IMPACT: Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$138,00.00.

ORIGINAL BUDGET: \$138,000.00

CLEAN WATER 2020?: No

There are no changes to the contract for plan administration. Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

ATTACHMENTS:

- **#a:** 2018 Express Scripts Renewal Document (PDF)

**EXPRESS SCRIPTS, INC.
PHARMACY BENEFIT MANAGEMENT AGREEMENT**

This Pharmacy Benefit Management Agreement ("Agreement") is effective as of January 1, 2018 ("Effective Date") and is entered into by and between Express Scripts, Inc., a Delaware corporation ("ESI"), and City of Columbia, organized under the laws of the state of South Carolina ("Sponsor"). Sponsor has engaged ESI to provide on an exclusive basis, either directly or through its subsidiaries, pharmacy benefit management services, including, among other things, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence, and other like programs; and formulary administration ("PBM Services") pursuant to the terms described in this Agreement.

1. DEFINITIONS

- 1.1. "Ancillary Supplies, Equipment, and Services" or "ASES" means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy's dispensing of Specialty Products.
- 1.2. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span or other source recognized in the retail prescription drug industry selected by ESI (the "Pricing Source"). If the Pricing Source discontinues the reporting of AWP or Multi-Source Indicator code identifiers or materially changes the manner in which AWP is calculated or its Multi-Source Indicator code identifiers are reported, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement.
- 1.3. "Brand/Generic Algorithm" or "BGA" means ESI's standard and proprietary brand/generic algorithm, a copy of which may be made available for review by Sponsor or its Auditor upon request. The purposes of the algorithm are to stabilize products "flipping" between brand and generic status and to reduce Sponsor, Member and provider confusion due to fluctuations in brand/generic status. Sponsor or its Auditor may audit ESI's application of its BGA to confirm that ESI is making brand and generic drug determinations consistent with such algorithm.
- 1.4. "Brand Drug" means a prescription drug identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of a standard Brand/Generic Algorithm, a copy of which may be made available for review by Sponsor or its Auditor upon request.
- 1.5. "Copayment" means that portion of the charge for each Covered Drug dispensed to the Member that is the responsibility of the Member (e.g., copayment, coinsurance and/or deductible). Sponsor will communicate the applicable Copayment on the Set-Up Forms. A Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount (e.g. MAC price for Generic Drugs), or U&C.
- 1.6. "Covered Drug(s)" means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.
- 1.7. "Eligibility Files" means the list submitted by Sponsor to ESI in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.
- 1.8. "ESI National Plus Network" means ESI's broadest Participating Pharmacy network.
- 1.9. "ESI Mail Pharmacy" means a pharmacy owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.
- 1.10. "ESI Specialty Pharmacy" means Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency owned or operated by ESI or its affiliates that primarily dispenses Specialty Products. When the ESI Mail Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

- 1.11. "Exclusive or Limited Distribution Product" means a Specialty Product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.
- 1.12. "Extended Days' Supply" shall mean any supply of a covered drug exceeding 31 days.
- 1.13. "Formulary" means the list of FDA-approved prescription drugs and supplies developed by ESI's Pharmacy and Therapeutics Committee and/or customized by Sponsor, and which is selected and/or adopted by Sponsor. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Sponsor, subject to Sponsor's discretion to elect not to implement any such addition or deletion through the Set-Up Form process, any such election shall be considered a Sponsor change to the Formulary.
- 1.14. "Generic Drug" means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI's master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry) on the basis of a standard Brand/Generic Algorithm, a copy of which may be made available for review by Sponsor or its Auditor upon request.
- 1.15. "MAC List" means a list of prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.
- 1.16. "Manufacturer Administrative Fees" means those administrative fees paid by manufacturers to ESI in connection with ESI's invoicing, allocating and collecting the Rebates under the Rebate program.
- 1.17. "Maximum Reimbursement Amount" or "MRA" means the maximum unit ingredient cost payable by Sponsor for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI. The application of MRA pricing may be subject to certain "dispensed as written" (DAW) protocols and Sponsor defined plan design and coverage policies.
- 1.18. "Member" means each person who Sponsor determines is eligible to receive prescription drug benefits as indicated in the Eligibility Files.
- 1.19. "Member Submitted Claim" means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.
- 1.20. "Participating Pharmacy" means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members, but shall not include any mail order or specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.
- 1.21. "Pass-Through" means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to Sponsor's claims.
- 1.22. "PEPM" means per employee per month, if applicable, as determined by ESI from the Eligibility Files.
- 1.23. "PMPM" means per Member per month fee, if applicable, as determined by ESI from the Eligibility Files.
- 1.24. "Plan" means any plan of insurance or self-insurance, including an administrative services only arrangement, sponsored or administered by Sponsor or a subsidiary or affiliate of Sponsor which offers or provides a prescription drug benefit.
- 1.25. "Prescription Drug Claim" means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, ESI Mail Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

- 1.26. “Rebates” mean retrospective formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI and directly attributable to the utilization of certain Covered Drugs by Members. For sake of clarity, Rebates do not include, for example, Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the ESI Mail Pharmacy; inflation protection amounts; fees received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its wholly-owned subsidiaries for services rendered as “bona fide service fees” pursuant to federal laws and regulations (collectively, “Other Pharma Revenue”). Such laws and regulations, as well as ESI’s contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such “bona fide service fees” earned by ESI, whether wholly or in part, with any ESI client.
- 1.27. “Set-Up Forms” means any standard ESI document or form, which when completed by Sponsor (electronic communications from Sponsor indicating Sponsor’s approval of a Set-Up Form shall satisfy the foregoing), will describe the essential benefit elements and coverage rules adopted by Sponsor for its Plan.
- 1.28. “Specialty Product List” means the list of Specialty Products applicable to Sponsor and maintained and updated by ESI from time to time. The Specialty Product List is available to Sponsor upon request.
- 1.29. “Specialty Products” means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Product); specialized product handling and/or administration requirements.
- 1.30. “Subrogation Claim” means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Sponsor is deemed to be the primary payor by operation of applicable federal or state laws.
- 1.31. “Usual and Customary Price” or “U&C” means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

2. PBM SERVICES

- 2.1. Eligibility/Set Up. Sponsor will submit completed Set-Up Forms and Eligibility Files (initial and updated) on a mutually determined basis, which ESI will accurately implement. Changes to the Set-Up Forms must be communicated to ESI in writing on ESI’s standard forms or other mutually agreed upon method. Eligibility performed manually by ESI for Sponsor, or material changes to the Eligibility File processes requested by Sponsor during the term may be subject to additional fees. Sponsor will be responsible for all Prescription Drug Claims during the period of the Member’s eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI does not accurately implement the Eligibility File.
- 2.2. Pharmacy Network.
 - a. Participating Pharmacies. ESI will maintain a network(s) of Participating Pharmacies. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. Participating Pharmacies are independent contractors of ESI and as such ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Sponsor, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

- b. ESI Mail Pharmacy. Subject to applicable law, ESI will make Members aware of the ability to fill their prescriptions through the ESI Mail Pharmacy, communicate any applicable cost savings, and provide supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the ESI Mail Pharmacy. ESI may suspend ESI Mail Pharmacy services to a Member who is in default of any Copayment amount due ESI.
- c. Specialty Products and ASES. Subject to applicable law, ESI will make Members aware of the ability to fill their prescriptions through the ESI Specialty Pharmacy, communicate any applicable cost savings, and provide supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the ESI Specialty Pharmacy. The ESI Specialty Pharmacy will be Sponsor's exclusive specialty pharmacy, in other words, all Specialty Products, dispensed to a Member must be dispensed by the ESI Specialty Pharmacy, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy. In no event will the ESI Mail Pharmacy or Participating Pharmacy pricing specified in the Agreement apply to Specialty Products.
 - i. ESI will notify Sponsor monthly of any new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement. If Sponsor has expressly excluded a specific therapy class or product, Specialty Products in those classes will automatically be excluded from coverage and will reject as "NDC Not Covered". If Sponsor later desires to cover otherwise excluded Specialty Products, Sponsor must notify ESI in writing that it desires to cover the Specialty Product before ESI may adjudicate the Specialty Product as a Covered Drug. Sponsor must notify ESI in writing if it wants to exclude any Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. ESI will not retroactively deny Prescription Drug Claims processed prior to ESI's implementation of the exclusion as provided above and Sponsor will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.
 - ii. ESI may provide ASES that is necessary for the proper administration of a Specialty Product. Sponsor will be billed for such ASES as set forth in Exhibit A.

2.3. Claims Processing.

- a. Claims Processing.
 - i. ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, ESI Mail Pharmacy and ESI Specialty Pharmacy.
 - ii. If elected by Sponsor, ESI will, for an applicable fee, process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.
 - iii. If authorized by Sponsor on the Set-Up Forms, ESI will, for an applicable fee, process Subrogation Claims in accordance with applicable federal and state laws. If Sponsor does not authorize ESI to process Subrogation Claims, ESI will reject any Subrogation Claims and refer claimants to Sponsor, in accordance with applicable federal and state laws.
 - iv. ESI will defer to Sponsor or its third party designee (as applicable) regarding the coverage of any claim under a Plan. In other words, the Sponsor will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.
- b. Prior Authorization. ESI will, for an applicable fee, provide prior authorization ("PA") services as specified and directed by Sponsor for drugs designated on the Set-Up Forms. Prior authorized drugs must meet Sponsor-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Sponsor otherwise directs, Sponsor hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA program, ESI will

apply only the Guidelines and will rely upon information about the Member and the diagnosis of the Member's condition provided by the prescriber. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI will not make a determination of medical necessity, make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

- 2.4 Claims for Benefits. If applicable, ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). Sponsor may elect to have ESI perform appeals services in connection with denied "claims for benefits" in exchange for an applicable fee, or facilitate such services through Sponsor or a third party of Sponsor's choice. If Sponsor elects to conduct its own appeals or facilitate through a third party, ESI will route Member appeals to Sponsor or other Sponsor designated entity. If Sponsor elects to have ESI perform appeals services, Sponsor agrees that ESI may perform such services through a third-party contracted with ESI for the performance of appeals (the "UM Company"). Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.
- a. UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through a UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Sponsor in accordance with the Claims Rules. ESI represents to Sponsor that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Sponsor's plan, (B) Sponsor is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Sponsor for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.
 - b. External Review Services. ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations (the "ACA")); provided, however, Sponsor may elect to have UM Company facilitate the provision of external review services through UM company contracted IROs (as such term is defined in the ACA), for the applicable fees. Sponsor must execute a standard ESI External Appeals Services Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.
- 2.5 Account Management.
- a. Account Team. ESI will provide account team support for Sponsor. The account team will be Sponsor's primary point of contact with ESI.
 - b. Sponsor/Member Call Center. ESI will provide toll-free telephone, IVR and Internet support to assist Sponsor, Sponsor's agents and Members with Member eligibility and benefits verification, location of Participating Pharmacies or other related Member concerns.
- 2.6 Formulary Support and Rebate Management.
- a. Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence, and other like programs as appropriate. ESI will not implement any program for which Sponsor may incur an additional fee without Sponsor's prior written approval and election of such program.
 - b. Rebates. Subject to the remaining terms of this Agreement, ESI will pay to Sponsor the amounts set forth on Exhibit A.
- 2.7 Exclusivity. During the Term, ESI will be Sponsor's exclusive provider of PBM Services for Sponsor's Plans offering a prescription benefit. The financial terms set forth in Exhibit A are conditioned on that exclusivity.

- 2.8 **Sponsor Audits.** Provided that this Agreement has been executed and Sponsor is current in the payment of invoices under this Agreement, Sponsor may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify compliance with the financial terms of this Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit B. Sponsor may use an independent third party auditor ("Auditor"), so long as such Auditor is not engaged in providing services for Sponsor or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Sponsor's Auditor executes a mutually acceptable confidentiality agreement. Any request by Sponsor to permit an Auditor to perform an audit will constitute Sponsor's direction and authorization to ESI to disclose PHI to the Auditor.
- 2.9 **Performance Standards.** ESI will conform to the performance standards set forth on Exhibit E hereto. The payments set forth in Exhibit E will be Sponsor's sole monetary remedy for any failure by ESI to meet a performance standard in addition to any correction or reimbursement associated with payment or billing errors.

3 FEES, BILLING AND PAYMENT

- 3.1 **Fees.** In consideration of the PBM Services provided by ESI, Sponsor will pay the applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms set forth on Exhibit A ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Sponsor as may be described elsewhere in this Agreement are hereinafter referred to collectively as "Fees"). ESI may use an excess achieved in one or more of the guarantees offered pursuant to this Agreement to make up for, and offset, a shortfall in any other guarantee under this Agreement, excluding any Rebate guarantees, which will be reconciled and offset only against other Rebate guarantees.
- 3.2 **Billing and Payment.** Sponsor will pay ESI as set forth in Exhibit A.
- 3.3 **Deposit.** If, at any time: (i) Sponsor has two or more invoices past due and outstanding, or (ii) ESI has reasonable grounds to believe Sponsor may be delinquent in payment of fees based on Sponsor's financial data (e.g., persistent negative cash flow, bankruptcy or insolvency), ESI may require that the Sponsor provide to ESI a deposit in an amount equal to the average of the last three (3) months of billing history as the basis for determining the one (1) month deposit amount or, if three (3) months billing history is not available, the most recent month of billing history as the basis. ESI will retain the deposit until the earlier of termination of this Agreement (following any run-off period), or six (6) consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to delinquent fees until return of the deposit.

4 HIPAA AND CONFIDENTIAL INFORMATION

- 4.1 **HIPAA.** The parties agree that (a) as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, they are subject to the terms of the Business Associate Agreement set forth in Exhibit C and (b) ESI Specialty Pharmacy and ESI Mail Pharmacy are acting as covered entities under HIPAA and not as business associates to the Plan and shall abide by all HIPAA requirements accordingly.
- 4.2 **Confidential Information.**
- a. Each party agrees that the terms of this Agreement and information of the other party, including, but not limited to the following, will constitute confidential and proprietary information ("Confidential Information"): (i) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and ESI Mail Pharmacy data; information and contracts relating to Rebates and Manufacturer Administrative Fees, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (ii) with respect to Sponsor: Participating Pharmacy Sponsor and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies. Neither party will use the other's Confidential Information, or disclose it or this Agreement to any third party (other than

Sponsor attorneys and accountants), at any time during or after termination of this Agreement, except as specifically contemplated by this Agreement or upon prior written consent, which will not unreasonably be withheld. Upon termination of this Agreement, each party will cease using the other's Confidential Information, and all such information will be returned or destroyed upon the owner's direction. Confidential Information does not include information which is or becomes generally available to the public; was within the recipient's possession or knowledge prior to its being furnished to the recipient pursuant to this Agreement, or is independently developed by the recipient under circumstances not involving a breach of this Agreement.

- b. Sponsor will not, and will not permit any third party acting on Sponsor's behalf to, access, attempt to access, test or audit ESI's Systems or any other system or network connected to ESI's Systems. Without limiting the foregoing, Sponsor will not: access or attempt to access any portion or feature of ESI's Systems, by circumventing ESI's Systems access control measures, either by hacking, password "mining" or any other means; or probe, scan, audit or test the vulnerability of ESI's Systems, nor breach the security or authentication measures of ESI's Systems.

5. COMPLIANCE WITH LAW, FIDUCIARY ACKNOWLEDGMENTS, FINANCIAL DISCLOSURE

- 5.1 Compliance with Law; Change in Law. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Sponsor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided hereunder. With respect to any Plan that is subject to the provisions of ERISA, Sponsor (or the plan sponsor if a party other than Sponsor) shall ensure that its activities in regard to such program are in compliance with ERISA, and shall be responsible for disclosing to Members any and all information relating to the Plan and this Agreement as required by law to be disclosed, including any information relating to Plan coverage and eligibility requirements, commissions, rebates, discounts, or provider discounts. If there is a new or change in federal or state laws or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder.
- 5.2 Fiduciary Acknowledgements. ESI offers pharmacy benefit management services, products and programs for consideration by all clients, including Sponsor. The general parameters of these products and the systems that support these products, have been developed by ESI as part of ESI's administration of its business as a PBM. The parties agree that they have negotiated the financial terms of this Agreement in an arm's-length fashion. Sponsor acknowledges and agrees that, except for the limited purpose set forth in Section 2.3(c), neither it nor the Plan intends for ESI to be a fiduciary (as defined under ERISA or state law) of the Plan, and, except for the limited purpose as set forth in Section 2.3(c), neither will name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a "plan fiduciary." Sponsor further acknowledges and agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates: (a) have any discretionary authority or control respecting management of the Plan's prescription benefit program, or (b) exercise any authority or control respecting management or disposition of the assets of the Plan or Sponsor. Sponsor further acknowledges that all such discretionary authority and control with respect to the management of the Plan and plan assets is retained by Sponsor or the Plan. Upon reasonable notice, ESI will have the right to terminate PBM Services to any Plan (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Sponsor, a Plan, or a Member in any capacity.
- 5.3 Disclosure of Certain Financial Matters. In addition to the Fees paid to ESI by Sponsor, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways as further described in the Financial Disclosure to ESI PBM Clients set forth in Exhibit D hereto ("Financial Disclosure"), as updated by ESI from time to time. The revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Sponsor for services rendered to Sponsor or the Plan under this Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Sponsor, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Sponsor acknowledges that neither it, any

Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues; provided, that ESI will pay Sponsor amounts equal to the amounts expressly set forth on Exhibit A.

6. TERM AND TERMINATION, DEFAULT, REMEDIES

6.1 Term. The Term of this Agreement will be as set forth in Exhibit A-1.

6.2 Termination.

- a. Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.
- b. Non-Payment. Notwithstanding anything to the contrary herein, ESI (and its wholly-owned subsidiaries) may terminate or suspend their performance hereunder and cease providing or authorizing provision of Covered Drugs to Members upon forty-eight (48) hours written notice if Sponsor fails to pay ESI. ESI will attempt collection through written and verbal communications with Sponsor prior to sending the notice described herein.
- c. Obligations Upon Termination. Upon notice of termination of this Agreement, the parties will mutually develop a run-off plan providing for: (i) Sponsor notification to Members of the timing of any transition to a successor pharmacy benefit manager at least thirty (30) days prior to the effective date of such termination; (ii) ESI's provision of open ESI Mail Pharmacy refill files and standard claims data and PA files for transition to the successor pharmacy benefit manager in accordance with then existing industry protocol; and (iii) whether Sponsor elects for ESI to process Participating Pharmacy or Member Submitted Claims for prescriptions filled during the Term but filed with ESI after the effective date of termination ("Termination Date"). Sponsor will continue to pay ESI in accordance with this Agreement for any Fees for PBM Services provided during the term and any run-off period. ESI will continue filing for Rebates for claims incurred prior to the Termination Date and will, subject to final reconciliation of any outstanding amounts owed by Sponsor to ESI, pay Sponsor Rebates for such claims in accordance with the Rebate payment schedule set out herein. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

6.3 Remedies.

- a. Remedies Not Exclusive. A party's right to terminate this Agreement under Section 6 will not be exclusive of any other remedies available to the terminating party under this Agreement or otherwise, at law or in equity.
- b. Force Majeure. Neither party will lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to riots, earthquakes, storms, floods or other extreme weather conditions, fires, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder. ESI represents that it maintains and continually updates a business continuity plan designed to mitigate any disruption to the services provided by ESI under this Agreement.

- c. Limitation of Liability. Except for the indemnification obligations set forth in Section 6.3(d), each party's liability to the other hereunder will not exceed the actual proximate losses or damages caused by breach of this Agreement. In no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.
- d. Indemnification.
 - i. ESI will indemnify and hold Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees ("Costs") incurred in connection with any and all third party claims, suits, investigations or enforcement actions ("Claims") which may be asserted against, imposed upon or incurred by Sponsor and arising as a result of (A) ESI's negligent acts or omissions or willful misconduct (including those of the ESI Mail Pharmacy and ESI Specialty Pharmacy), or (B) ESI's breach of this Agreement.
 - ii. Sponsor will indemnify and hold ESI harmless from and against any Costs for Claims which may be asserted against, imposed upon or incurred by ESI and arising as a result of (A) Sponsor's negligent acts or omissions or willful misconduct, benefit design and coverage decisions, or breach of this Agreement, or (B) any improper use Sponsor, an Auditor or Vendor may make of PHI or ESI System access provided to such party.
 - iii. As a condition of indemnification, the party seeking indemnification will notify the indemnifying party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and will tender the defense of such claim to the indemnifying party. No party will be obligated to indemnify the other with respect to any claim settled without the written consent of the other.

6.4 Survival. The parties' rights and obligations under Sections 3, 4 and 5; and Sections 6.2(c), 6.3, 6.4, 7.2, 7.3, 7.4, 7.6, and 7.10 will survive the termination of this Agreement.

7. MISCELLANEOUS

- 7.1 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing and properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.
 Attn: Senior Vice President of Account Management
 One Express Way
 St. Louis, Missouri 63121
 With copy to: Legal Department

City of Columbia
 Attn: Pamela Benjamin
 1136 Washington Street
 Columbia, South Carolina 29201

- 7.2 Independent Parties. No provision of this Agreement is intended to create or will be construed to create any relationship between ESI and Sponsor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 7.3 Integration; Amendments. This Agreement and any Exhibits hereto constitute the entire understanding of the parties hereto and supersedes any prior oral or written communication between the parties with respect to the subject matter hereof. If there is a separate Business Associate Agreement between the parties, such an

agreement will be incorporated herein for all applicable purposes. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and signed by the parties or the agents of the parties who are authorized in writing, except as may be otherwise permitted pursuant to the terms and conditions of this Agreement or any Exhibit hereto.

- 7.4 Choice of Law. This Agreement will be construed and governed in all respects according to the laws in the State of South Carolina, without regard to the rules of conflict of laws thereof.
- 7.5 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy will not be construed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.
- 7.6 Trademarks. Each party acknowledges each other party's sole and exclusive ownership of its respective trade names, commercial symbols, trademarks, and servicemarks, whether presently existing or later established (collectively "Marks"). No party shall use the other party's Marks in advertising or promotional materials or otherwise without the owner's prior written consent.
- 7.7 Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Sponsor or the Member.
- 7.8 Third Party Beneficiary Exclusion. This Agreement is not a third party beneficiary contract, nor will this Agreement create any rights on behalf of Members against ESI. Sponsor and ESI reserve the right to amend, cancel or terminate this Agreement without notice to, or consent of, any Member.
- 7.9 Authority to Contract. Sponsor hereby represents and warrants that it has obtained due and proper authority to enter into this Agreement through its governing body.
- 7.10 Open Records Requests. ESI acknowledges that Sponsor, as a government agency, may be subject to applicable freedom of information or open records laws and must, upon request, disclose such materials as are covered by and not exempted from such laws. Sponsor acknowledges that certain information contained herein or subject to this Agreement is proprietary and confidential to ESI and shall be exempt from that Act to the fullest extent permitted by law. Sponsor agrees to give ESI notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party freedom of information or open records request pertaining to this Agreement or any proposal related hereto. This provision shall survive termination of the Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Pharmacy Benefit Management Agreement as of the day and year below set forth.

EXPRESS SCRIPTS, INC.

CITY OF COLUMBIA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Federal ID Number: _____

Date: _____

EXHIBIT A**PRICING TERMS AND PHARMACY PROGRAM FEES****Exhibit A-1**

Billing, Payment, and Miscellaneous Pricing Terms

Exhibit A-2

Claims Reimbursement Rates

Exhibit A-3

Rebates

Exhibit A-4

Administrative Services and Clinical Program Fees

Exhibit A-1**Term, Billing, Payment, and Miscellaneous Pricing Terms**

1. **TERM.** This Agreement will commence as of the Effective Date and will continue for a period of three (3) years ("Initial Term"). The Initial Term plus any renewal terms will be known as the Term ("Term"). Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein. Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.

2. **BILLING AND PAYMENT.**
 - a. **Billing.** ESI will invoice Sponsor bi-weekly for all applicable Fees.

 - b. **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within five (5) business days from the date of Sponsor's receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys' fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.

3. **PHARMACY MANAGEMENT FUND ("PMF").**
 - a. ESI will provide up to \$10.00 per Member implemented as of the Effective Date, not to exceed \$55,000.00, to reimburse the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Sponsor and ESI (upon agreement from Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients.

 - b. Sponsor represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Sponsor; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Sponsor and the Plan are subject to ERISA, Sponsor represents and warrants that it will only request reimbursement under the PMF for items or services for which Sponsor, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

 - c. Sponsor shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section. ESI reserves the right to periodically audit the books and records of Sponsor on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Sponsor's compliance with the PMF requirements set forth in this Agreement.

 - d. ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in

lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

4. **PRICING CONDITIONS.** The pricing terms contained in Exhibit A are conditioned upon:
 - a. no Members in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims); and
 - b. no utilization for all Plans attributable to a consumer driven health plan (CDHP).
5. **CERTAIN EVENTS.** In the event one or more of the following occurs (whether between the date of the proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:
 - a. There is a material change in the size, demographics or gender distribution of Sponsor's Membership compared to data provided by Sponsor;
 - b. Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee;
 - c. Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted to ESI;
 - d. Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law; or
 - e. Specialty pricing is based on a biosimilar product coming to market within the Rheumatoid Arthritis therapeutic category by March 31, 2020. If no biosimilar product comes to market by the specified date, Rebate and pricing guarantees will be equitably adjusted.

Exhibit A-2**Claims Reimbursement Rates**

Sponsor will pay to ESI for each Prescription Drug Claim dispensed or processed pursuant to the terms of this Agreement. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

1. BASE ADMINISTRATIVE FEES.

- 1.1. Sponsor will pay ESI the following base Administrative Fees on all claims processed by ESI under this Agreement, except claims for Specialty Products dispensed by ESI Specialty Pharmacy. These shall be in addition to any other Administrative Fees set forth in this Agreement.

	Per Prescription Drug Claim
Commercial	\$1.20

2. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).**2.1. Participating Pharmacy Commercial Ingredient Cost and Dispensing Fee Guarantees.****a. ESI National Plus Network.**

ESI National Plus Network		
Brands	Average Annual Ingredient Cost Guarantee	Year 1: AWP-17.00% Year 2: AWP-17.25% Year 3: AWP-17.50%
	Dispensing Fee/Rx Guarantee	\$0.90
Generics	Average Annual Ingredient Cost Guarantee	Year 1: AWP-79.00% Year 2: AWP-79.25% Year 3: AWP-79.50%
	Dispensing Fee/Rx Guarantee	\$0.90

2.2. ESI MAIL PHARMACY PRICING (DOES NOT APPLY TO SPECIALTY PRODUCTS).**a. Commercial Ingredient Cost and Dispensing Fee Guarantees (Does not apply to Specialty Products)**

ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP-23.50%
	Dispensing Fee/Rx Guarantee¹	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	Year 1: AWP-83.50% Year 2: AWP-83.75% Year 3: AWP-84.00%
	Dispensing Fee/Rx Guarantee¹	\$0.00

¹Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will be increased to reflect such increase(s).

3. SPECIALTY PRODUCT PRICING.

- 3.1. Average Annual Ingredient Cost Guarantee and Dispensing Fee. The following shall apply to Specialty Products.

ESI Specialty Pharmacy ¹	
	Exclusive ²
Average Annual Ingredient Cost Guarantee	AWP-16.50%
Dispensing Fee/Rx	\$0.00

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, Claims not dispensed through the ESI Specialty Pharmacy, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

- 3.2. The Specialty Pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Clinical Days' Supply Program.
- 3.3. ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, the following standard per diem and nursing fee rates shall apply. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Sponsor or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Sponsor or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, Sponsor or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates above and within thirty (30) days of Sponsor's, Plan's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Nursing & Per Diem
Immune Deficiency	All	\$65.00 / Infusion
Metabolic Disorder	All	\$65.00 / Infusion
PAH	Flolan, Veletri and Remodulin	\$65.00 / Day
PAH	Epoprostenol Sodium (Generic Flolan)	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
Pulmonary	All	\$55.00 / Infusion
Nursing Rates	All drugs / therapies requiring nursing	\$150.00 per Initial Visit up to two(2) hours / \$75.00 per additional hour or a fraction thereof

4. COMPOUND DRUG PRICING.

	ALL YEARS
Compounds and Other Products (not listed elsewhere)	Lesser of U&C or combined AWP plus service fee

5. GENERAL PRICING TERMS. The following terms are applicable to all pricing terms set forth in this Agreement.

- 5.1. Calculation of Ingredient Cost Guarantees. ESI will guarantee an average aggregate annual discounts to Sponsor to be calculated as follows:

[1-(total discounted AWP ingredient cost (including any retrospective pharmacy payments) but excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MAC (as applicable), U&C or AWP discount.

- 5.2. Calculation of Dispensing Fee Guarantees. ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to Sponsor to be calculated as follows:

[total dispensing fee of applicable claims for the annual period divided by total claims for the annual period]. Dispensing fees will be calculated using the lesser of MRA (as applicable), U&C, or AWP discount adjudication methodology.

- 5.3. All-In Guarantees. Notwithstanding anything herein to the contrary: (i) a Prescription Drug Claim that processes as a brand at adjudication shall be reconciled as part of the brand guarantee; and (ii) a Prescription Drug Claim that processes as a generic at the time of adjudication shall be reconciled as part of the generic guarantee. The only Prescription Drug Claims that shall be excluded from the reconciliation of the pricing guarantees are as identified in the “Exclusions” section. All other Prescription Drug Claims shall be included in the reconciliation of the guarantees. The application of brand and generic pricing below may be subject to certain “dispensed as written” (DAW) protocols and Sponsor or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes.
- 5.4. Guarantee Reconciliation Period. The ingredient cost, dispensing fee, and Specialty Product guarantees under this Agreement will be measured and reconciled on an annual basis within one hundred eighty (180) days of the end of each contract year. ESI will pay the shortfall, if any, between Sponsor’s net cost and the applicable guarantee, excluding claims with \$0 cost to Sponsor. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a “Partial Contract Year”), then the guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result; provided, however, that ESI may use an excess achieved in one or more of the guarantees under this Agreement to make up for, and offset, a shortfall in any other guarantee under this Agreement, excluding any Rebate guarantees, which will be reconciled and offset only against other Rebate guarantees.
- 5.5. Exclusions. The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: Specialty Products (other than specialty guarantee, if any), 340B Claims, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, home infusion claims, I/T/U claims, Member Submitted Claims, compounds, OTCs, vaccines, and biosimilar products.
- 5.6. Adjudication Rates. If no adjudication rates are specified herein, individual claims dispensed at Participating Pharmacies will be billed on a Pass-Through basis.
- 5.7. Member Liability. At the ESI Mail Pharmacy and ESI Specialty Pharmacy, Sponsor will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Sponsor will be billed in accordance with the claims billing and payment terms.

6. VACCINE CLAIMS (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

6.1. General Terms applicable to Vaccine Claims

- a. “Vaccine Claim” means a claim for a Covered Drug which is a vaccine.

- b. "Vaccine Vendor Transaction Fee" means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for ESI to process the claim.
- c. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
- d. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Sponsor's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
- e. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
- f. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in this Agreement.

6.2. Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at \$15 per vaccine claim)	Pass-Through (capped at \$20 per vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim		N/A

EXHIBIT A-3**Rebates****1. NON-SPECIALTY REBATE AMOUNTS**

- 1.1. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of:
- 100% of the Rebates received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:
 - Commercial

Formulary:	National Preferred Formulary	
	Participating Pharmacies	ESI Mail Pharmacy
Per Brand Claim (non-Specialty Products)	Year 1: \$130.59	Year 1: \$391.78
	Year 2: \$147.20	Year 2: \$441.61
	Year 3: \$170.13	Year 3: \$510.39

1.2. EXCLUSIONS

Member Submitted Claims, Subrogation Claims, biosimilar products, vaccines, OTC products, claims older than 180 days, claims through Sponsor-owned, in-house, or on-site pharmacies, Specialty Products, 340b pharmacies, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section 1.1 above.

1.3. REBATE PAYMENT TERMS

- Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately one hundred and fifty (150) days following the end of such calendar quarter.
- On an annual basis, ESI shall reconcile the percentage amount set forth above (against the guaranteed amounts paid to Sponsor quarterly) within two hundred and forty (240) days following the end of each calendar year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the calendar year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other Rebate guarantee(s) set forth in this Agreement with such excess annual aggregate percentage amount, and such excess amount shall be applied either directly to the other shortfall guarantee(s) or applied as a credit against future Rebate payments (or as a direct invoice amount to be paid by Sponsor, if a credit is not feasible).

2. SPECIALTY REBATE AMOUNTS

- 2.1. Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

Formulary:	National Preferred Formulary	
	ESI Specialty Pharmacy	
Per Brand Claim (Specialty Products)	Year 1: \$900.00	
	Year 2: \$925.00	
	Year 3: \$950.00	

2.2. EXCLUSIONS

Member Submitted Claims, Subrogation Claims, biosimilar products, vaccines, OTC products, claims older than 180 days, claims through Sponsor-owned, in-house, or on-site pharmacies, 340b pharmacies, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section 2.1 above.

2.3. REBATE PAYMENT TERMS

Subject to the conditions set forth herein, ESI shall pay Sponsor the guaranteed amounts set forth above within approximately one hundred and fifty (150) days following the end of each calendar quarter.

3. CONDITIONS (APPLIES TO ALL REBATES)

- 3.1.** ESI contracts for Rebates, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received. ESI will pay Sponsor amounts equal to the Rebate amounts allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees.
- 3.2.** ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law.
- 3.3.** Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned but not yet paid to Sponsor. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- 3.4.** Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESI to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

Exhibit A-4**Administrative Services and Clinical Program Fees****I. Administrative Services**

PBM Services
Customer service for members Electronic/online eligibility submission Standard coordination of benefits (COB) (reject for primary carrier) Electronic claims processing Plan set-up Software training for access to our online system(s) FSA eligibility feeds
Network Pharmacy Services
Pharmacy help desk Pharmacy network management Pharmacy reimbursement Network development (upon request)
Home Delivery Services
Benefit education Prescription delivery — standard
Reporting Services
Web-based Sponsor reporting — produced by ESI Web-based Sponsor reporting — produced by Sponsor Ad hoc desktop parametric reports Claims detail extract file electronic (NCPDP) Load 12 months claims history for clinical reports and reporting Annual Strategic Account Plan report Billing reports Inquiry access to claims processing system
Website Services
Sponsor Website — eService Delivery (Eligibility, Claims, and Benefit Administration), Coverage Management and Appeals, Eligibility File Transfer, Reporting Solutions and Resources Area. My Rx Choices — Helps members make informed medication choices based on cost, health, and safety. Member website portion only. Express-Scripts.com for Members — Access to benefit, drug, health, and wellness information; prescription ordering capability; and customer service. Online Benefit Management — eService web-based application with Claims History, Eligibility Maintenance, and Prior Authorization Add. Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.
Implementation Package and Member Communications
Member replacement cards printed via web Implementation support New member packets (includes two standard resin ID cards)
Clinical
Concurrent Drug Utilization Review (DUR) Overrides • Sponsor requested overrides • Lost/stolen overrides • Vacation supplies

Optional PBM Services

PBM Services	Fee
Manual Submissions	
Member Submit Fee	\$3.00 per claim
Medicaid Subrogation Claims	\$3.00 per paid claim
Medicare Subrogation Claims	\$3.00 per paid claim
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.)	\$1.35/letter plus postage
Medicare Explanation of Benefits (EOB)	\$1.75/letter plus postage
Electronic Medicare Part D EOB	
Electronic Medicare EOB is an e-mail notification to the member informing them at the time of EOB production that their Medicare Part D Explanation of Benefits is available for viewing. Members can opt in/opt out at any time. Electronic EOB includes: - Email notification to the member - Solicitation e-mail sent to registered members - Prominent Web messaging	\$0.95/EOB
Reporting Services	
Custom ad hoc reporting – applies for reporting outside of self-services reporting tool	\$150/hour, with a minimum of \$500
Replacement Member Communication Packets	
Member-requested replacement packets	\$1.50 + postage per packet
Sponsor-requested re-carding	\$1.50 + postage per packet
Communication Fee	
Mail (EHD, SHD & HDE) Programs Announcement Letters and Communications after each Courtesy Fill	No charge for electronic communications Postage (on-going fee) for mailed communications
Smart90 – Exclusive Option Announcement Letters and Communications after each Courtesy Fill	No charge for electronic communications Postage (on-going fee) for mailed communications
Smart90 – Voluntary Option Announcement Letters	No charge for electronic communications Postage (on-going fee) for mailed communications
Cost Exceeds Maximum	
ESI-Managed Cost Exceeds Maximum (CEM) edit (For non-compound drugs)	\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01PMPM fee
ESI -Managed Cost Exceeds Maximum (CEM) edit (For compound drugs)	Included in pricing
Sponsor-Managed Cost Exceeds Maximum (CEM) edit (For non-compound and compound drugs)	Included in pricing
Reviews and Appeals Management	
Initial Determinations and Level 1 Non-urgent Appeals under the UM Program. Examples: prior authorization, step therapy, quantity reviews	UM PMPM charge OR \$55 per initial determination* UM charge
Initial Determinations and Level 1 Non-urgent Appeals for benefit reviews. Examples: copay review, plan excluded drug coverage review, administrative plan design review	\$55 per initial determination*
Level 2 and Urgent Appeal Service for UM, formulary, and benefit reviews - final internal appeals	\$10 per initial determination*
External Reviews - facilitated by UM company, reviewed by independent review organizations	\$800 per review
Medicare Part B Solution	
Integrated Retail & Mail Program	\$0.42 PMPM for Medicare B - qualified members
Retail Only Program	\$0.20 PMPM for Medicare B - qualified members
Program Introductory Letter	\$0.64 / letter + postage

PBM Services	Fee
Electronic Prescribing	
Pass-through charge for ePrescribing Eligibility and Formulary transaction fees charged to Sponsor at ESI's preferred rate with data switch such as Surescripts.	
Custom Laser Messaging	
Each custom laser messaging campaign will run for 3 months and will consist of member targeting based on the Sponsor's pain point, Consumerology messaging consultation by the Express Scripts Lab, launch of a 90-day custom campaign, to the agreed upon targeted members, and reporting on any key insights or operational metrics from the campaign. The fee is \$40,000 per custom message. A 20% discount will be provided for subsequent 3 month extensions of an active campaign.	
Member Grievances	
Includes: (i) researching grievances related to the Part D benefit, (ii) communicating resolution back to the member, (iii) providing oversight reporting services to Sponsor, and (iv) providing data required for CMS reporting.	\$0.15 PMPM
Retiree Drug Subsidy (RDS)	
RDS enhanced service (ESI sends reports to CMS on behalf of Sponsor)	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500
RDS standard service (ESI sends reports to Sponsor)	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
• Notice of Creditable Coverage	\$1.35/letter + postage

* Initial determination – this is the first review of drug coverage based on the plan's conditions of coverage. Initial determinations are also referred to as initial reviews, coverage reviews, prior authorization reviews, UM reviews, or benefit reviews.

- The Level 2 and Urgent Appeal Service is an optional service for Sponsors to enroll in and there is an incremental fee of \$10 per initial determination.
- Level 2 and Urgent Appeals are not included in the UM package fees.
- The Level 2 and Urgent Appeal Service fee is not charged per appeal. It is charged for each initial review. This allows Sponsor to better estimate their appeal costs since it is based on the number of initial determinations. The fees cover the legal and operational costs involved with handling final and binding appeal reviews, which includes, but is not limited to: staffing of clinical professionals and supportive personnel, notifications to patients and prescribers, and maintaining a process aligned with state and Federal regulations
- Charges for the Level 2 and Urgent Appeal Service are billed on the monthly admin invoice for completed initial determination for UM, formulary, and benefit reviews. No subsequent charges are incurred when cases are appealed.
- Appeals can be deemed urgent at Level 1 or Level 2. Urgent appeal decisions are final and binding. If a Level 1 Appeal is processed as urgent, there is no Level 2 appeal.

Comprehensive Consumer Directed Health (CDH) Solution

PBM Services	Fee
Required Services and Fee for all CDH Enrollees	
Services • Technical Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics • Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency • Member Adherence ScreenRx Preventive Medications • Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications	Advanced Data Integration, Member Decision Support, Member Adherence and Member Education \$0.48 PMPM

If Sharing Data Only - Required Service and Fee for all Non-CDH Enrollees**Combined Benefit Management**

Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan.

Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team.

Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.

\$0.10 PMPM per combined accumulator up to maximum of \$0.20 PMPM for existing connection with medical carrier or TPA.

Fees to establish connection with new medical carrier or TPA are quoted upon request.

Charges would be in addition to any pricing adjustments if greater than 10 percent of Sponsor's total utilization for all Plans is attributable to a CDHC.

Additional services will be quoted upon request. Postage charges are not included and will be billed to Sponsor.

II. Clinical/Trend Programs.

ESI offers a comprehensive suite of trend and integrated health management programs. These offerings may change or be discontinued from time to time as ESI updates its offerings to meet the needs of the marketplace.

The programs (and corresponding pricing and guarantees) outlined in this section represent a sampling of the programs currently offered by ESI to its clients. ESI may offer additional programs, as well as savings guarantees, under certain conditions. Information concerning such programs, guarantees, and fees, if applicable, is available on request. In addition, the ESI Account Management Team will periodically discuss new programs, guarantees, and fees with Sponsor, which Sponsor may adopt through ESI's standard Set-Up Form process.

Sponsor will select clinical/trend programs during implementation by checking selected options on the Clinical Addendum and on the applicable Set-Up Form. Such Set-Up Forms are incorporated herein by reference as and when executed by the parties. A complete list representing the programs adopted by Sponsor (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by Sponsor).

Health Choices	Fee
Concurrent DUR	No charge (included in base offering)
ScreenRx	\$0.25 PMPM
ExpressAlliance	<u>Web Access: Priced on request (Less than 8,000 lives)</u> <u>Web Access: \$0.04 PMPM (8,000 lives minimum)</u> Secure, online access to real-time, patient eligibility, medication history, clinical gaps in care, and potential savings opportunities <u>Advantage: \$0.10 PMPM (15,000 lives minimum)</u> Same as Web Access, plus high-value, flexible targeting options at population level with prioritized recommendations based on clinical severity, and continuous program monitoring and reporting <u>Advantage Plus: \$0.15 PMPM (15,000 lives minimum)</u> All of the above, plus enhanced specialist pharmacist services for nurses, including weekly case screenings, educational services, and grand round case reviews <u>Just Diagnosed (New to therapy) data feed: \$5,000 set up and \$500 per month</u> Single sign on: Client specific priced upon request
RationalMed	Client-specific, priced upon request (5,000 life minimum)
Personal Medication Coach	Client-specific, priced upon request
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tassigna Testing: \$660 per completed test Entire Pharmacogenomic Portfolio: \$0.04 PMPM
Basic Retrospective DUR	\$0.05 PMPM

Health Choices	Fee																								
Advanced Retrospective DUR: includes all rule categories within the Basic Module plus expanded rule sets.	\$0.10 PMPM																								
Seniors Retrospective DUR: Health and safety drug issues for members 65+ years of age.	\$0.04 PMPM																								
Retrospective Bundle: Advanced and Senior Modules	\$0.11 PMPM																								
Physician Report Card	For clients that select up to 5 clinical pages: <table><tr><th>Number of lives</th><th>Pricing Per Quarter</th><th>Number of Reports Mailed</th></tr><tr><td>Up to 50,000</td><td>\$3,000</td><td>up to 600 reports</td></tr><tr><td>50,000 to 150,000</td><td>\$5,500</td><td>up to 1,200 reports</td></tr><tr><td>150,000+</td><td>\$7,500</td><td>up to 1,800 reports</td></tr></table> For clients that select 6 to 10 clinical pages: <table><tr><th>Number of lives</th><th>Pricing Per Quarter</th><th>Number of Reports Mailed</th></tr><tr><td>Up to 50,000</td><td>\$4,500</td><td>up to 600 reports</td></tr><tr><td>50,000 to 150,000</td><td>\$8,500</td><td>up to 1,200 reports</td></tr><tr><td>150,000+</td><td>\$12,000</td><td>up to 1,800 reports</td></tr></table>	Number of lives	Pricing Per Quarter	Number of Reports Mailed	Up to 50,000	\$3,000	up to 600 reports	50,000 to 150,000	\$5,500	up to 1,200 reports	150,000+	\$7,500	up to 1,800 reports	Number of lives	Pricing Per Quarter	Number of Reports Mailed	Up to 50,000	\$4,500	up to 600 reports	50,000 to 150,000	\$8,500	up to 1,200 reports	150,000+	\$12,000	up to 1,800 reports
Number of lives	Pricing Per Quarter	Number of Reports Mailed																							
Up to 50,000	\$3,000	up to 600 reports																							
50,000 to 150,000	\$5,500	up to 1,200 reports																							
150,000+	\$7,500	up to 1,800 reports																							
Number of lives	Pricing Per Quarter	Number of Reports Mailed																							
Up to 50,000	\$4,500	up to 600 reports																							
50,000 to 150,000	\$8,500	up to 1,200 reports																							
150,000+	\$12,000	up to 1,800 reports																							
Physician Consultation / Academic Detailing	Face-to-face and/or phone consultation: \$264,000 annually (1 FTE)																								
Mango Health Solution	Enrolled Lives <table><tr><td>0 – 50,000</td><td>\$30 PPPM</td></tr><tr><td>50,000 – 250,000</td><td>\$27 PPPM</td></tr><tr><td>250,000+</td><td>\$25 PPPM</td></tr></table> “Enrolled Lives” is defined as the number of members in the entire enrolled population. “Participant” - AKA ‘User’ - is defined as (1) a member that takes a clear action in the Mango Health app during the month, or (2) a member who receives a Mango Health TRC Coach outbound call during the given month. There are no additional fees outside of this cost unless client customization of the app is requested.	0 – 50,000	\$30 PPPM	50,000 – 250,000	\$27 PPPM	250,000+	\$25 PPPM																		
0 – 50,000	\$30 PPPM																								
50,000 – 250,000	\$27 PPPM																								
250,000+	\$25 PPPM																								
Physician Care Alerts	Adherence (Diabetes, Hypertension, Cholesterol) \$0.03 PMPM Therapy omission \$0.03 PMPM High-Risk medications \$0.03 PMPM Physician Care Alert Package: \$0.07 PMPM Adherence (Diabetes, Hypertension, Cholesterol) • Therapy Omission • High-Risk Medications Please note if implemented with ScreenRx discount may apply on a client-by-client basis.																								
Drug Choice Programs	Fee																								
Formulary Notification	No charge for standard																								
Drug Conversion Program at Home Delivery	No charge (included in base offering)																								
My RxChoices	No charge (included in base offering)																								

Drug Choice Programs	Fee
Enhanced Fraud, Waste, & Abuse	<u>Commercial</u> \$10,000 annual fee \$4,000 annual fee (no quarterly consultations/reports; otherwise the same as \$10,000 option) <u>Medicaid</u> \$10,000 annual fee \$4,000 annual fee (no quarterly consultations/reports; otherwise the same as \$10,000 option) <u>Medicare Part D</u> \$0.04 per claim
Enhanced Pharmacy Audit Program	\$0.06/claim
Value Based Insurance Design (VBID)	<u>Members enrolled using automated file</u> Standard file layout/clinical rules Install set up: \$15,000 per vendor or vendor change Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Standard file layout/custom rules: Client specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report <u>Manual set up</u> Standard Clinical Rules Install set up: \$5,000 per vendor or vendor change Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom Rules: Client specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report
ACA Statin Trend Management Solution	\$0.03 PMPM

Drug Choice Programs		
Drug Choice Programs — UM Packages Our UM Package building-block approach aggregates medications into lists and packages <i>Limited UM Package</i> — delivers plan savings with minimal member impact <i>Advantage UM Package</i> — same as Limited, adding chronic disease states and a broad specialty offering <i>Advantage Plus UM Package</i> — same as Advantage, adding undermanaged medication classes for select chronic diseases <i>Unlimited UM Option</i> — allows implementation of any current and/or future UM program Lists can be purchased individually and packages can be tailored to meet client needs. Some modules are available on an ala carte basis. <i>Please note: UM Bundle pricing and per review pricing are no longer offered</i>		
Standard Pricing		
Client specific recommended programs	Fee	Guarantee
Limited UM Package	\$0.32 PMPM	\$1.28 PMPM
<u>Prior Authorization</u>		
Limited Prior Authorization List	\$0.06 PMPM	\$0.18 PMPM
Proactive Prior Authorization List	\$0.05 PMPM	N/A
<u>Drug Quantity Management</u>		
Limited Drug Quantity Management List	\$0.10 PMPM	\$0.30 PMPM
<u>Step Therapy</u>		
Limited Step Therapy List	\$0.20 PMPM	\$0.60 PMPM

Drug Choice Programs		
Advantage UM Package Everything in the Limited UM Package Plus: <u>Prior Authorization</u> Advantage Prior Authorization List Nonessential Therapy Prior Authorization List <u>Drug Quantity Management</u> Advantage Drug Quantity Management List <u>Step Therapy</u> Preferred Specialty Management Advantage Step Therapy List	\$0.80 PMPM \$0.20 PMPM \$0.10 PMPM \$0.10 PMPM \$0.12 PMPM \$0.06 PMPM	\$3.20 PMPM \$0.60 PMPM \$0.30 PMPM \$0.30 PMPM N/A \$0.18 PMPM
Advantage Plus UM Package Everything in the Advantage UM Package Plus: <u>Prior Authorization</u> Advantage Plus Prior Authorization List Pharmacogenomics Prior Authorization List Oncology Package <u>Drug Quantity Management</u> Advantage Plus Drug Quantity Management List <u>Step Therapy</u> Advantage Plus Step Therapy List	\$1.20 PMPM \$0.06 PMPM \$0.10 PMPM \$0.15 PMPM \$0.03 PMPM \$0.06 PMPM	\$4.80 PMPM \$0.18 PMPM N/A N/A \$0.09 PMPM \$0.18 PMPM
Unlimited UM Option Everything in the Advantage Plus UM Package Plus: <u>Prior Authorization</u> Adjunctive Specialty PA List Optional Prior Authorization <u>Step Therapy</u> Optional Step Therapy Modules	\$1.45 PMPM \$0.05 PMPM Varies by individual module Varies by individual module	N/A N/A N/A N/A

*Guarantees (packages only): <1,000 lives – no guarantee, 1,001 – 2,500 – 1:1 guarantee, 2,501 – 5,000 – 2:1 guarantee, >5,000 lives 4:1 guarantee.
 Note: Closed formulary or 100% tier 3 copay clients do not qualify for guarantees

Guarantees (lists) apply to clients with 10,000+ lives. Unlimited option fee allows clients to implement any available UM program over the life of their contract. Individual list guarantees still apply for clients with 10,000+ lives. If client chooses Unlimited option and implements all elements of the Advantage Plus Package, The Advantage Plus guarantee applies.

Please note: Prior Authorization must be implemented without grandfathering to receive guarantee. Some programs may impact Rebates.

EXHIBIT B**AUDIT PROTOCOL****1. AUDIT PRINCIPLES**

ESI recognizes the importance of its clients ensuring the integrity of their business relationship by engaging in annual audits of their financial arrangements with ESI, and, where applicable (i.e. Medicare Part D), by auditing compliance with applicable regulatory requirements. ESI provides this audit right to each and every client. In granting this right, ESI's primary interest is to facilitate a responsive and responsible audit process. In order to accomplish this goal, for all clients, ESI has established the following Protocol. Our intent is in no way to limit Sponsor's ability to determine that ESI has properly and accurately administered the financial aspects of the Agreement or complied with applicable regulatory requirements, but rather to create a manageable process in order to be responsive to our clients and the independent auditors that they may engage.

2. AUDIT PREREQUISITES

- A. There are four components of your arrangement with ESI eligible for audit on an annual basis (calendar year) from February through October:
- Retrospective Claims
 - Rebates (subsequent to true up)
 - Performance Guarantees (subsequent to true up)
 - Compliance with Regulatory Requirements (i.e. Medicare Part D)

Balancing the need to adequately support the audit process for all ESI clients, with an efficient allocation of resources, clients who choose to audit one or more components of the arrangement must do so for all lines of business, as applicable, through a single annual audit.

- B. ESI will provide all data reasonably necessary for Sponsor to determine that ESI has performed in accordance with contractual terms. ESI will provide the retrospective claims and benefit information in no more than thirty (30) days from audit kickoff call and having an executed confidentiality agreement. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- C. ESI engages a national accounting firm, at its sole cost and expense, to conduct a SSAE 18, SOC 1 audit on behalf of its clients. Upon request, ESI will provide the results of its most recent SSAE 18, SOC 1 audit. Testing of the areas covered by the SSAE 18, SOC 1 is not within the scope of Sponsor's audit rights (i.e., to confirm the financial aspects of the Agreement) and is therefore not permitted. However, if requested, ESI will explain the SSAE 18, SOC 1 audit process and findings to Sponsor in order for Sponsor to gain an understanding of the SSAE 18, SOC 1.

3. AUDITS

- A. The initial audit period for a retrospective claims, rebates and performance guarantee audit cover a timeframe not to exceed twenty-four (24) months immediately preceding the request to audit (the "Audit Period"). This Audit Period allows a reasonable amount of time for both parties to conclude the audit before data is archived off the adjudication system.
- B. CMS generally modifies its requirements for administering the Medicare Part D annually. For this reason, the initial audit period for a Medicare Part D compliance audit cover a timeframe is not to exceed the twelve (12) months immediately preceding the request to audit (collectively, the "Medicare Part D Audit Period"). This Medicare Part D Audit Period is intended to assist our clients with the CMS annual oversight requirements.
- C. When performing a Rebate audit, Sponsor may perform an on-site review of the applicable components of manufacturer agreements, selected by Sponsor, as reasonably necessary to audit the calculation of the Rebate payments made to Sponsor by ESI. Our ability to drive value through the supply chain and in our negotiations with manufacturers is dependent upon the strict confidentiality and use of these agreements. Providing access to these agreements to third parties that perform services in the industry beyond traditional financial auditing jeopardizes our ability to competitively drive value. For this reason, unless otherwise agreed by the Parties, access to and audit of manufacturer agreements is restricted to a mutually agreed upon CPA accounting firm whose audit department is a separate stand-alone division of the business, which carries insurance for professional malpractice of at least Two Million Dollars (\$2,000,000).
- D. The Sponsor may select an initial number of manufacturer contracts to enable Sponsor to audit fifty percent (50%) of the total rebate payments due to Sponsor for two (2) calendar quarters during the twenty-four (24) month period immediately preceding the audit (the "Rebate Audit Scope and Timeframe").
- E. If you have a Pass-Through pricing arrangement for Participating Pharmacy claims, ESI will provide the billable and payable amount for a sampling of claims provided by you or your auditor (i.e., ESI will provide the actual documented claim record) during the audit to verify that ESI has administered such Pass-Through pricing arrangement consistent with the terms of the Agreement. If further documentation is required, ESI may provide a sample of claims remittances to the Participating Pharmacies to demonstrate ESI's administration of Pass-Through pricing. In any instance where the audit demonstrates that the amount billed to you does not equal the Pass-Through amount paid to the Participating Pharmacy, Sponsor's Auditor may perform an on-site audit of the applicable Participating Pharmacy contract rate sheet(s).

4. AUDIT FINDINGS

- A. Following Sponsor's initial retrospective claims audit, Sponsor (or its Auditor) will provide ESI with suspected errors, if any. In order for ESI to evaluate Sponsor's suspected errors, Sponsor shall provide an electronic data file in a mutually agreed upon format containing up to 300 claims for further investigation by ESI. ESI will respond to the suspected errors in no more than sixty (60) days from ESI's receipt of such findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- B. Following Sponsor's initial rebate and performance guarantee audit, Sponsor's Auditor will provide ESI with suspected errors, if any. ESI will respond to the suspected errors in no more than sixty (60) days from ESI's receipt of such findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.
- C. Following Sponsor's initial audit of Medicare Part D compliance, Sponsor (or its Auditor) will provide ESI with suspected non-compliant issues, if any. In order for ESI to evaluate Sponsor's suspected errors, Sponsor shall provide ESI with specific regulatory criteria and Medicare Part D program requirements used to cite each suspected non-compliant issue. ESI will respond to the suspected errors in no more than thirty (30) days from ESI's receipt of the findings. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort between Sponsor and/or its Auditor and ESI.

5. FINAL REPORT

- A. Upon receipt and review of ESI's responses to Sponsor (or its Auditor), Sponsor (or its Auditor) will provide ESI with a written report of findings and recommendations. ESI will respond to the audit report in no more than thirty (30) days from ESI's receipt of the report. Our pledge to respond within the foregoing timeframe is predicated on a good faith and cooperative effort (i.e., no new issues noted) between Sponsor and/or its Auditor and ESI.
- B. Sponsor agrees that once audit results are accepted by both parties, the audit shall be considered closed and final. To the extent the mutually accepted audit results demonstrate claims errors, ESI will reprocess the claims and make corresponding adjustments to Sponsor through credits to a future invoice(s). If we are unable to reprocess claims and issue corresponding credits to Sponsor through this process, ESI will make adjustments to Sponsor via a check or credit.
- C. New audits cannot be initiated until all parties have agreed that the prior audit is closed.

6. AUDITS BY GOVERNMENT ENTITIES

- A. In the event CMS, the OIG, MEDIC, or another government agency has engaged in an audit of Sponsor and/or its "first tier" and "downstream entities", Sponsor shall contact the ESI Account Management team and provide a written copy of the audit notice or request from the government agency promptly upon receipt.
- B. Sponsor agrees that CMS may have direct access to ESI's and any such "downstream entity's" pertinent contracts, books, documents, papers, records, premises and physical facilities, and that ESI and such "downstream entity" will provide requested information directly to CMS unless otherwise agreed upon by ESI and Sponsor.
- C. Following the government audit of Sponsor and its "first tier" and "downstream entities", Sponsor shall provide ESI with a written report of suspected non-compliant issues noted in the government audit that relate to services provided by ESI, if any. If there are such findings, ESI will work with Sponsor and/or government agency to respond to any suspected non-compliant issues.
- D. Support for all such audits by government entities will be subject to ESI's standard charges. All such fees shall be reasonable and based on ESI's costs for supporting such audits.

7. CONFIDENTIALITY

ESI's contracts are highly confidential and proprietary. For this reason, ESI only permits on-site review rather than provide copies to our clients. During on-site contract review, Sponsor (or its Auditor) may take and retain notes to the extent necessary to document any identified errors, but may not copy (through handwritten notes or otherwise) or retain any contracts (in part or in whole) or related documents provided or made available by ESI in connection with the audit. ESI will be entitled to review any notes to affirm compliance with this paragraph.

EXHIBIT C**BUSINESS ASSOCIATE AGREEMENT**

Express Scripts, Inc. and one or more of its subsidiaries (“ESI”), and Sponsor or one of its affiliates (“Sponsor”), are parties to an agreement (“PBM Agreement”) whereby ESI provides certain pharmacy benefit management services to the Sponsor’s prescription drug plan (Sponsor and Sponsor’s prescription drug plan collectively referred to hereinafter as “Plan”). The PBM Agreement addresses the parties’ rights and obligations concerning the use and disclosure of patients’ protected health information. The HIPAA Rules (as defined below) require ESI and Plan to enter into a “business associate agreement” to comply with applicable sections of the HIPAA Rules.

1. Definitions.

- (a) “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- (b) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (c) “Electronic Health Record” shall mean an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- (d) “Electronic PHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- (e) “HIPAA Rules” means the collective privacy, transaction and code sets, and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.
- (f) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (g) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E, as amended from time to time.
- (h) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by ESI from or on behalf of Plan.
- (i) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (j) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (k) “Security Incident” shall have the same meaning as “security incident” in 45 C.F.R. § 164.304.
- (l) “Security Standards” shall mean the Security Standards, 45 C.F.R. Part 164, Subpart C, as amended from time to time.
- (m) “Transactions Standards” shall mean the Standards for Electronic Transactions, 45 C.F.R. Part 162, Subpart I, as amended from time to time.
- (n) “Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.

Capitalized terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Rules.

2. General Use and Disclosure Provisions. ESI and Plan acknowledge and agree as follows:

- (a) *Use or Disclosure.* ESI agrees not to use or further disclose PHI other than as expressly permitted or required by this Business Associate Agreement or the HIPAA Rules or as Required by Law.
- (b) *Minimum Necessary.* ESI will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c) *Specific Use or Disclosure Provisions.* Except as otherwise limited in this Business Associate Agreement, ESI may use and disclose PHI to properly provide, manage and administer the services required under the PBM Agreement and consistent with applicable law to assist Plan in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by Plan, or such use or disclosure is expressly permitted in (i) through (iii) below:

- (i) ESI may use PHI for the proper management and administration of ESI or to carry out ESI's legal responsibilities.
- (ii) ESI may disclose PHI to third parties for the proper management and administration of ESI or to carry out the legal responsibilities of ESI provided that the disclosures are Required by Law, or ESI obtains reasonable assurances from the person to whom the information is disclosed that: (A) the information will remain confidential, (B) the information will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (C) the person notifies ESI of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) ESI may use PHI to perform Data Aggregation services on behalf of Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (iv) ESI may use or disclose PHI on behalf of Plan or as Plan would otherwise be permitted pursuant to HIPAA and other applicable law.

(d) *Reporting.* ESI agrees to promptly notify the Plan if ESI has knowledge that PHI has been used or disclosed by ESI in a manner that violates this Business Associate Agreement. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to report promptly to the Plan any successful Security Incident, as determined by ESI, involving Plan PHI of which ESI becomes aware. ESI shall comply with 45 C.F.R. § 164.402 and shall, following the discovery of a Breach of Unsecured PHI, notify the Plan of such Breach, in accordance with 45 C.F.R. § 164.410.

(e) *Safeguards.* ESI agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Business Associate Agreement. ESI shall provide Plan with such information concerning such safeguards as Plan may reasonably request from time to time. To the extent that ESI creates, receives, maintains or transmits Electronic PHI, ESI agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Standards, to protect the confidentiality, integrity and availability of the Electronic PHI that ESI creates, receives, maintains or transmits on behalf of Plan.

(f) *Mitigation.* ESI agrees to mitigate, to the extent practicable, any harmful effect that is known to ESI of a use or disclosure of PHI by ESI in violation of this Business Associate Agreement or the PBM Agreement.

(g) *Subcontractors and Agents.* ESI agrees to ensure that any agent, including a Subcontractor, to whom it provides PHI received from, or created or received by ESI on behalf of Plan, agrees, in writing, to the same restrictions, terms and conditions that apply through this Agreement to ESI with respect to such information, including the requirement that it implement reasonable and appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, to protect any Electronic PHI that is disclosed to it by ESI.

(h) *Access.* Within fifteen (15) business days of a request by Plan, ESI shall provide access to Plan to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. § 164.524. If ESI receives a request directly from an Individual, or if requested by Plan that access be provided to the Individual, ESI shall provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 C.F.R. § 164.524.

(i) *Amendment.* Within sixty (60) days of a request by Plan or subject Individual, ESI agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that Plan directs or agrees to pursuant to 45 C.F.R. § 164.526.

(j) *Accounting.* Within thirty (30) days of a proper request by Plan, ESI agrees to document and make available to Plan, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), such disclosures of PHI and information related to such disclosures necessary to respond to such request for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528. Within sixty (60) days of proper request by subject Individual, ESI agrees to make available to the Individual the information described above. ESI shall retain copies of any accountings for a period of six (6) years from the date the accounting was created.

(k) *Restrictions on Use or Disclosure.* Within fifteen (15) business days of a request of Plan, ESI agrees to consider restrictions on the use or disclosure of PHI agreed to by Plan on behalf of an Individual in accordance with 45 C.F.R. § 164.522.

(l) *Audit and Inspection.* ESI agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by ESI on behalf of Plan, available to Plan within ten (10) business days, or at the request of Plan or the Secretary, to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining Plan's compliance with the HIPAA Rules. Any release of information regarding ESI's practices, books and records is proprietary to ESI and shall be treated as confidential and shall not be further disclosed without the written permission of ESI, except as necessary to comply with the HIPAA Rules.

(m) *Privacy of Individually Identifiable Health Information.* To the extent ESI is to carry out one or more of Plan's obligations under Subpart E of 45 C.F.R. Part 164, ESI agrees to comply with the requirements of subpart E that apply to the covered entity in the performance of such obligations.

3. Plan Obligations.

(a) Plan shall notify ESI of any limitation(s) in the notice of privacy practices of Plan in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect ESI's use or disclosure of PHI.

(b) Plan shall notify ESI of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect ESI's use or disclosure of PHI.

(c) Plan shall notify ESI of any restriction to the use or disclosure of PHI that Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect ESI's use or disclosure of PHI.

(d) Plan shall not request that ESI use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

(e) Plan agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Plan directs and authorizes ESI to disclose PHI.

4. Transactions Standards. The HIPAA Rules provide for certain Transactions Standards for transfer of data between trading partners. While certain of the standards may or may not be adopted by Plan (e.g., for eligibility), ESI will be prepared to accept the following in accordance with 45 C.F.R. Part 162.1502: ASC X12N 834 – Benefit Enrollment and Maintenance. In addition, to the extent applicable, ESI shall comply with other applicable transactions standards for claims processing functions between ESI and provider pharmacies. Each party hereby agrees that it shall not change any definition, data condition or use of a data element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5. Material Breach of Business Associate Agreement; Termination.

(a) Without limiting the termination rights of the parties pursuant to the PBM Agreement, upon either party's knowledge of a material breach by the other of this Business Associate Agreement, the non-breaching party shall notify the breaching party of such material breach and the breaching party shall have thirty (30) days to cure such material breach. In the event the breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this Business Associate Agreement and the PBM Agreement or if cure of the material breach is infeasible, report the violation to the Secretary.

(b) To the extent feasible, upon termination of the PBM Agreement for any reason, ESI shall, and shall cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by ESI on behalf of, Plan. If ESI determines, in its sole discretion, that return or destruction of such information is not feasible, ESI shall continue to limit the use or disclosure of such information as set forth in this Agreement as if the PBM Agreement had not been terminated.

6. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Business Associate Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 6 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which such consent shall not be unreasonably withheld. **NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 6, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND.**

7. Miscellaneous.

(a) **Amendment.** The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules. ESI shall provide written notice to Plan to the extent that any regulation or amendment to regulations promulgated by

the Secretary requires changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by any such final regulation and the Business Associate Agreement shall be automatically amended to incorporate the changes set forth in such amendment provided by ESI to Plan, unless Plan objects to such amendment in writing within fifteen (15) days of receipt of such written notice. In the event that Plan objects timely to such amendment, the parties shall work in good faith to reach agreement on an amendment to the Business Associate Agreement that complies with the final regulations. If the parties are unable to reach agreement regarding an amendment to the Business Associate Agreement within thirty (30) days of the date that ESI receives any written objection from Plan, either ESI or Sponsor may terminate this Business Associate Agreement upon ninety (90) days written notice to the other party. Any other amendment to this Business Associate Agreement unrelated to compliance with applicable law and regulations shall be effective only upon execution of a written agreement between the parties.

(b) **Effect on PBM Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this Business Associate Agreement is not intended to change the terms and conditions of, or the rights and obligations of the parties under, the PBM Agreement.

(c) **No Third-Party Beneficiaries.** Nothing express or implied in the PBM Agreement or in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(d) **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules.

(e) **Effective Date.** This Business Associate Agreement shall be effective as of the effective date of the PBM Agreement.

EXHIBIT D**FINANCIAL DISCLOSURE TO ESI PBM CLIENTS**

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker’s Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pays ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI’s pharmacy claims systems and for other related administrative purposes. ESI may also maintain certain preferred value or quality networks; pharmacies participating in those networks may pay or receive aggregated payments related to these networks.

Brand/Generic Classifications – Prescription drugs may be classified as either a “brand” or “generic;” however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. For the purposes of pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm (“BGA”) that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent “flipping” between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span or a combination of the two as reflected in the client’s specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI’s application of its BGA for ESI’s other contracts.

Maximum Allowable Cost (“MAC”)/Maximum Reimbursement Amount (“MRA”) – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts for its own account to obtain formulary rebates attributable to the utilization of certain brand drugs and supplies (and possibly certain authorized generics marketed under a brand manufacturer’s new drug application). Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI often pays an amount equal to all or a portion of the formulary rebates it receives to a client based on the client’s PBM agreement terms. ESI or its affiliates may maintain non-client specific aggregate guarantees and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees from the participating manufacturers for these services. These administrative fees are calculated based on the price of the drug or supplies along with the volume of utilization and do not exceed the greater of (i) 4.58% of the average wholesale price, or (ii) 5.5% of the wholesale acquisition cost of the products. In its capacity as a PBM company, ESI also may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received from pharmaceutical manufacturers. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI’s standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI’s Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Fee-For-Service Arrangements – One or more of ESI's subsidiaries, including, but not limited to, its subsidiary pharmacies also may receive fee-for-service payments from manufacturers, wholesalers, or other health care providers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, 340B contract pharmacy services, product reimbursement support services, and various other clinical or pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting.

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), a medical benefit management company, and United BioSource Corporation ("UBC"). Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. Of particular note, UBC partners with life sciences and pharmaceutical companies to develop, commercialize, and support safe, effective use and access to pharmaceutical products. UBC maintains a team of research scientists, biomedical experts, research operations professionals, technologists and clinicians who work with clients to conduct and support clinical trials, create, and validate and administer pre and post product safety and risk management programs. UBC also works on behalf of pharmaceutical manufacturers to provide product and disease state education programs, reimbursement assistance, and other support services to the public at large. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

October 1, 2015

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM AT WWW.EXPRESS-SCRIPTS.COM/WPS/PORTAL/.

EXHIBIT E**PERFORMANCE STANDARDS**

In the event that any failure by ESI to meet any performance standard is due to a “force majeure” as defined in the Agreement, failure of Sponsor to perform its obligations under the Agreement, or actions or inactions of Sponsor that adversely impact ESI’s ability to maintain the subject standard (e.g., faulty eligibility, changes in benefit design not adequately communicated to Members and benefit designs that substantially change the Members’ rights under the Plan), ESI will be excused from compliance with such performance standards until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

Within ninety (90) days after the end of each year, ESI shall report to Sponsor ESI’s performance under each performance standard. Notwithstanding the foregoing, for purposes of determining whether ESI has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an ESI failure to meet any performance standard(s), if any, shall be calculated and paid to Sponsor within thirty (30) days following Sponsors receipt of reconciliation report.

No performance penalties, if any, will be paid until this agreement is executed by Sponsor. Unless otherwise specified, the performance guarantees set forth in this document will not apply to Accredo. In no event will the sum of the payments to Sponsor, as a result of Express Scripts’ failure to meet the performance standards exceed \$100,000 per contract year for the annual performance standards.

The following performance standards are based on 5,000 Members as of the Effective Date and throughout the Term. Any material change below such number may result in a renegotiation of the standards and penalties set forth below.

Performance standards for ESI Mail Pharmacy assume a minimum of 1,000 ESI Mail Pharmacy prescriptions submitted annually.

Service Feature	Standard	Penalty
Member Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. ESI guarantees a patient satisfaction rate of 90% or greater based on overall satisfaction. This standard will be measured and reported annually.	ESI will put \$10,000 as a total amount of penalty at risk.
Average Speed of Answer	ESI guarantees that calls will be answered in an average of 30 seconds or less. This guarantee is predicated on the installation of a toll-free number unique to the sponsor. Measurement includes calls routed to the IVR.	ESI will pay Sponsor \$5,000 for each full second above the standard 30 seconds on an annual basis. The maximum annual penalty will be \$10,000. The calculation will be based on the average speed of answer.
Blockage Rate (Busy Signal)	ESI will guarantee a blockage rate of 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.	ESI will pay Sponsor \$5,000 for each full percentage point above the standard 1% on an annual basis. The maximum annual penalty will be \$10,000. The calculation will be based on the blockage percentage.
Percent of Calls Abandoned	The Telephone Abandonment Rate of the Member Service Telephone Line will be 3% or less of all incoming calls received during each Contract Year.	ESI will pay Sponsor \$5,000 for each full percentage point above the standard 3% on an annual basis. The maximum annual penalty will be \$10,000. The calculation will be based on the average percentage of calls abandoned.

Service Feature	Standard	Penalty
Customer Service — First Call Resolution	ESI guarantees that 94% or greater of patient calls will be resolved on the first call.	ESI will pay Sponsor \$5,000 for each full percentage point below 94%. The maximum annual penalty will be \$10,000.
Dispensing Accuracy	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater. Guarantee is measure at book of business.	ESI will pay Sponsor \$5,000 for each full percentage point below the standard of 99.996% on an annual basis. The maximum annual penalty will be \$10,000. The calculation will be based on the average prescription accuracy.
Turnaround Time for Routine (Clean) Prescriptions	ESI guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	ESI will pay Sponsor \$5,000 for each full day above the standard two (2) business days on an annual basis. The maximum annual penalty will be \$10,000.
Turnaround Time for Prescriptions Subject to Intervention	ESI guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.	ESI will pay Sponsor \$5,000 for each full day above the standard four (4) business days on an annual basis. The maximum annual penalty will be \$10,000
Data Systems Availability and Adjudication	ESI guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book of business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of ESI.	ESI will pay Sponsor \$5,000 for each full percentage point which the yearly average of the online computer systems availability is below 99%. The maximum annual penalty for availability and adjudication will be \$10,000.
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to ESI, will be updated within one (1) business day of receipt.	ESI will put \$10,000 as a total amount of penalty at risk.



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Council is asked to approve the Medicare Supplemental and Prescription Coverage Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to United Healthcare as a third party administrator in the amount of \$2,346,963 .00. This firm is located in Hot Springs, AR.

FINANCIAL IMPACT: Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$2,346,963.00.

ORIGINAL BUDGET: \$2,346,963.00

CLEAN WATER 2020?: No

The eligible participants are post-65 and Medicare eligible retirees and dependents. There are no changes to the current benefit plan design that is currently in place.

Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while continuing to maintain costs at or below national average.

ATTACHMENTS:

- **#a:** United Healthcare Memo (DOC)
- **#b:** UHC Medicare Plans Renewal 2018 (PDF)



CITY OF COLUMBIA
Human Resources Department
INTEROFFICE MEMORANDUM

TO: The Honorable Mayor Benjamin and Columbia City Council

DATE: November 27, 2017

CC: Teresa Wilson, City Manager
Erika Moore, City Clerk
Sandra Wright, Purchasing, Director

FROM: Pamela Benjamin, Human Resources Director
Missy Caughman, Budget Director
Connie Cauthen, Benefits Administrator

RE: United Health Care Medicare Supplemental Plan Renewal

We are seeking approval from City Council to renew the following contracts for the plan period of January 1, 2018 through December 31, 2018:

United Healthcare as the provider for the Medicare Supplement and prescription coverage. The eligible participants are post-65 and Medicare eligible retirees and dependents. The total estimated annual cost is \$1,360,304.00*. There are no changes to the current benefit plan design that is currently in place. The funding source is health insurance fund GL 6048933.

Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

We look forward to discussing this matter with you further.

*This amount reflects an increase from the 2017 estimated annual cost due to an ACA Insurer Fee of \$7.87 per member per month fee which is estimated at \$37,304.00



City of Columbia
125 Lady Street
Columbia, SC 29217

June 13, 2017

Dear Maleeke,

Thank you for the opportunity to serve the City of Columbia's Medicare-eligible retirees. We know you have a choice and we sincerely appreciate your selection of UnitedHealthcare as the insurance partner for your Medicare-eligible retirees.

UnitedHealthcare remains committed to providing its clients with high-quality, cost-effective coverage plans, and an experience for your retirees that is simple, personal and caring.

Choosing a health insurance partner is an important decision. As you consider the enclosed 2018 renewal information, we hope our commitment to quality, service, affordability, and helping your retirees lead healthier lives will help make your decision easy. Enclosed you will find:

- A renewal checklist
- A summary of the upcoming Medicare changes to the PDP (RX Plan)
- Your 2018 renewal rate sheet

I sincerely thank you for your continued trust in UnitedHealthcare. I look forward to working with you to complete the 2018 renewal. Please let me know if you have questions, I am here to help.

Sincerely,

A handwritten signature in black ink that reads 'Joann Sheckler'.

Joann Sheckler
Strategic Account Executive



2018 Renewal Checklist – Action Required!

To help ensure a smooth renewal, we have included a few helpful reminders:

- ❑ **Notify us of your Open Enrollment at least 8 weeks before it starts.** We require a minimum of 8 weeks' notice, so we can create and deliver your enrollment materials to meet the CMS requirements. If you are not able to meet this deadline, please notify me as soon as possible so we can discuss our options.
- ❑ **Provide confirmation of renewal via email** back to Joann Sheckler by 9/15/2017

Your 2018 Renewal Rates

Your current plan premium:

Sr. Supplement Plan - \$221.68
Medicare Part D Plan - \$265.07

Our 2018 proposed Sr. Supplement premium based on the current 2017 plan design, is:

Premium without ACA Insurer Fee - \$224.89
Premium with ACA Insurer Fee - \$232.76

Our 2018 proposed Medicare Part D premium, based on the current 2017 plan design, is:

Premium without ACA Insurer Fee - \$273.66
Premium with ACA Insurer Fee - \$ 283.62

Based on the proposed rates, your premium reflects increase percentage amounts below:

Sr. Supp without Insurer Fee - 1.4% - Sr. Supp with Insurer Fee - 5%
Part D without Insurer Fee - 3.2% - Part D with Insurer Fee – 7%

Please see the Benefit Summary tab for plan details. We would be happy to discuss other alternative plan designs that could lower your rates.

Insurer Fee

As we discussed in last year's renewal, the Affordable Care Act of 2010 requires insurers to pay an insurer fee that applies to all fully insured premiums. CMS did not increase Medicare plan funding in order to cover the fee. The fee was waived for 2017 is currently scheduled to return in 2018 at a rate of about 3.4% of plan revenue. On May 4, the US House of Representatives passed HR 1628, a bill that would, among other things, repeal the health insurer fee. We will be monitoring any action that the US Senate takes toward passing a companion bill.



Don't forget about all of these great things that are already a part of your UnitedHealthcare plan:

Virtual Doctor Visits

Don't forget to remind your retirees that UnitedHealthcare Medicare Virtual Visits are here! Plan members will have the option of seeing and speaking with physicians via secure connection from their homes or anyplace they take a computer, tablet or smartphone. Plan members may use Virtual Visits to obtain a diagnosis and necessary prescriptions (except controlled substances) for minor medical needs including allergies, sinus and bladder infections, bronchitis and more. A Virtual Visit is not a replacement for an in-person visit with a primary care physician, but another way for plan members to access in-network care. Our in-network virtual medical groups are:

Doctor on Demand: www.doctorondemand.com/
American Well: www.amwell.com

Prescription Drug Coverage

2018 Member Cost Sharing Thresholds

In 2018, the cost sharing thresholds or amounts members must pay for Part D have changed. The chart below lists the changes for your reference. ***Please note: many group plans include additional coverage beyond what is shown below; your plan benefits are not necessarily changing.***

	2018	2017
Deductible	\$405	\$400
Initial Coverage Limit	\$3,750	\$3,700
Standard Coverage Gap (your plan may have additional coverage)	Generic Drugs – 56% coverage Brand Drugs – 50% manufacturer discount PLUS 15% plan coverage	Generic Drugs – 49% coverage Brand Drugs – 50% manufacturer discount PLUS 10% plan coverage
Catastrophic Phase Begins	\$5,000 TrOOP	\$4,950 TrOOP
Standard Catastrophic Member Cost Share	The greater of \$3.35 or 5% coinsurance for generic drugs The greater of \$8.35 or 5% coinsurance for brand name drugs	The greater of \$3.30 or 5% coinsurance for generic drugs The greater of \$8.25 or 5% coinsurance for brand name drugs
Maximum copayments		
Tier 1 Generics	\$15*	\$15*
Tier 2 Preferred Brand	\$47	\$47
Tier 3 Non-Preferred Brand	\$100	\$100
Tier 4 Specialty Drugs	\$100	\$100



*CMS permits cost sharing up to \$20. However, UHC limits member cost sharing at \$15. Requests for Tier 1 cost shares above \$15 must be approved through our exception process.

Brand over Generic Approaches

To maintain an affordable and sustainable Part D benefit we may from time to time implement “brand over generic” strategies. While new generic products coming to market are often lower in price than their brand-name equivalents, that is not always the case: sometimes they cost more. Depending on market conditions, we may choose not to add certain new generic medications to our plan formulary until the generic drug’s price falls enough to become the lowest-net-cost product. In these instances, the brand-name medication will remain on the plan formulary at the same or better coverage tier for a period of time.

In 2018 we plan to implement brand over generic strategies for the following drugs:

- Advair
- ProAir
- Renvela.

Pharmacy Saver program changes for 2018

Industry trends have made it increasingly difficult to sustain pharmacy participation in UnitedHealthcare’s Pharmacy Saver program and as a result the program will be phased out. Beginning January 1, 2018, the network for UnitedHealthcare’s Pharmacy Saver program will consist of the following pharmacy retailers: Walgreens, Kroger and HEB. Your members will be able to access the Pharmacy Saver discounts only at these three pharmacy retailers. The Pharmacy Saver Program will end on December 31, 2018 and will not be available in 2019.

While the Pharmacy Saver Program for 2018 is more limited, please be assured that all members, regardless of where they fill their prescriptions, will have access to the lowest price available at the point of sale often below their cost share for many generic drugs.

We continue to explore ways to provide innovative ways for clients and members to save on prescription drugs. We look forward to bringing you new and exciting programs as soon as they are developed.



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: Council is asked to approve the Health Benefits Plan Renewal effective 01/01/2018 through 12/31/2018, as requested by the Human Resources Department. Award to Blue Cross Blue Shield as the third party administrator in the amount of \$2,611,182.00 for Annual Administration Fees and \$774,850.00 for Employee Health Center Costs for a total amount of \$3,386,032.00. This firm is located in Columbia, SC

FINANCIAL IMPACT: Funding Source: Health Insurance Fund; 6048933 - 636600. The original budgeted amount is \$3,386,032.00.

ORIGINAL BUDGET: \$3,386,032.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

There are no changes to the contract for plan administration. Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

ATTACHMENTS:

- **#a:** BCBS Memo (DOC)
- **#b:** BCBS 2018 Administrative Fee Quote (PDF)



CITY OF COLUMBIA
Human Resources Department
INTEROFFICE MEMORANDUM

TO: The Honorable Mayor Benjamin and Columbia City Council

DATE: November 27, 2017

CC: Teresa Wilson, City Manager
 Erika Moore, City Clerk
 Sandra Wright, Purchasing, Director

FROM: Pamela Benjamin, Human Resources Director
 Missy Caughman, Budget Director
 Connie Cauthen, Benefits Administrator

RE: Blue Cross Blue Shield Plan Renewal

We are seeking approval from City Council to renew the following contracts for the plan period of January 1, 2018 through December 31, 2018:

Blue Cross Blue Shield of South Carolina (BCBS) as the third party administrator for the health benefits plan. There are no changes to the contract for plan administration. The funding source is health insurance fund GL 6048933:

Estimated Annual Administration Fee 2018	\$2,611,182
Estimated Center Cost	\$774,850

Please note that the amounts for each plan may fluctuate depending on the number of eligible participants. We ask for your consideration of our recommendation and look forward to continue working to help preserve and potentially improve the benefits provided to our employees and retirees while striving to maintain and control costs.

We look forward to discussing this matter with you further.



South Carolina

*BlueCross BlueShield of South Carolina
is an independent licensee of the
Blue Cross and Blue Shield Association*

Administrative Fee Quote for The City of Columbia

Renewal Period 1/1/16 – 12/31/2018

Effective Date: January 1, 2018

Administrative Fees

Medical, includes the Rally Suite, Radiology Management, Radiology Oncology Management, Musculoskeletal Imaging Management, Diabetes Pilot Program (Onduo), Specialty Medical Benefit Management Programs: Prior Authorization, Self- Administered Drug Block & Site of Care Management. **\$39.86 PEPM***

Rally Suite enhancements to the health coaching programs in additional to the current: alcohol/substance, abuse, anxiety, attention deficit hyperactivity disorder for adults, bipolar disorder. Additions to the wellness programs: back care, stress management. Wellness engagement enhancements: Rally survey, missions, challenges, communities, health coaching integration, rewards (sweepstakes), mobile experiences and proactive outreach. Informed health, gaps in care, program is no longer part of the suite but can be purchased on a stand-alone basis.

Claims Fiduciary Fee **\$0.90 PEPM***

COBRA Services **\$1.35 PEPM***

Rx Integration Fee

PPO Plan **\$1.00 PEPM***

HRA Plan **\$1.30 PEPM***

Rally Rewards (Wellness incentive administration) with the Rally Suite **\$0.00 PEPM***

Effective 1/1/17 there is no fee for standard administration of the Rally Reward Incentive administration.

HRA Fee **\$4.75 PPPM*****

Quit For Life (QFL) **\$250.00 Per Participant plus cost of nicotine replacement therapy**

Subrogation Fee **30% of Recovery**

Proprietary and Confidential

Health Clinic

Clinic Fee
\$58,737.50 per month

Specific Stop Loss

\$400,000 Paid Basis

Single
\$22.14 PCPM**

Family
\$52.14 PCPM**

*PEPM – Per Employee Per Month
**PCPM – Per Contract Per Month
***PPPM – Per Participant Per Month

Proprietary and Confidential



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of five (5) Chevrolet Equinox Vehicles for the Parks and Recreation Department, as requested by the Fleet Services Division. Award to Love Chevrolet, using the SC State Contract in the amount of \$111,694.85. This vendor is located in Columbia, SC.

REQUISITION NO.: R186530

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital 6308972-658500. The original budgeted amount is \$111,694.85.

ORIGINAL BUDGET: \$111,694.85

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec 2-204. (9) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through state contracts.

ATTACHMENTS:

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

SMITH TURF & IRRIGATION

DISTRIBUTORS

Quoted To:
City of Columbia
Mr. Edgar Heustess

Date:
11/14/2017



Quoted From:
Charlotte Office
4355 Golf Acres Drive
Charlotte, NC 28208

Territory Manager: Tyler Herman
704-512-9731

Qty	Model	Description	Unit Price	Extended Price
1	03821	Reelmaster 3575-D	\$48,275.30	\$48,275.30
5	03639	22 IN 7-Inch, 8-Blade FSR DPA Cutting Unit		
1	03405	7-inch Weight for Cutting Units (Required)		
1	30349	Universal Sunshade (White)		
5	107-3280	Rear Roller Scraper Kit		

SC State Contract Pricing: 5000013479
All Pricing Shown does not include sales tax.

Payment Terms: Net 10th Prox (Upon Credit Approval)

Prices And Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.

Sub Total

***Sales Tax
Total**

Quote Prepared By: Tyler Herman

Date: 11/14/2017

Quote Accepted By: _____

Date: _____

* Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery.

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE ✓ ✕ ➤ 📅	11/15/17 09:48:26	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600 &
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R186672
 PR Total\$ = \$52,137.32
 Requested By = Edgar Heustess
 Request Date = 11/15/2017
 Entry Date = 11/15/2017
 Vendor = V001001-SMITH TURF AND IRRIGATION CO

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	1.00	\$48,275.30	\$52,137.32	GL	6308972	658500	

Item Description

Reel mower for Parks Grounds paid for by lease



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve Project WM438701; Pay Difference to up-size water main at Blaine Street for Southern Wine and Spirits, as requested by Columbia Water. Award to LAD Corporation in the amount of \$73,880.00. This firm is located in Columbia, SC.

REQUISITION NO.: R187011

FINANCIAL IMPACT: Funding Source: Fiscal Year 2017/2018 CIP WM438701- Southern Wine and Spirits. The pay difference reimbursement total is \$73,880.00.

ORIGINAL BUDGET: \$73,880.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Subject: WM4387 - Southern Wine and Spirits Pay Difference to Upsize a 6" Water Main to an 8" Water Main at Blaine Street; City File#210-18A

The purpose of this request is to reimburse the developer for the cost associated with upsizing 1220 feet of 8-inch water main and 10 feet of 6-inch water main as requested by the City of Columbia. The attached map shows the location of the project site.

The Director of Engineering recommends approval of this pay difference. The total reimbursement due is \$73,880.00.

This reimbursement will be funded through the water improvements fund via a transfer of funds from FY17/18 CIP, Project 335818 - Pay Difference Agreements.

Please make check payable to:

Southern Glazer's Wine and Spirits of South Carolina, LLC
7600 Richard Street

Columbia, SC 29209

Attn: John E. Burg, Director of Facilities Operations

ATTACHMENTS:

- **#a:** WM4387 SOUTHERN WINE AND SPIRITS PAY DIFFERENCE (PDF)
- **#b:** WM4387_7600 Richard St_Southern Wine and Spirits Map(PDF)



Engineering Administration
PO Box 147 | Columbia, SC 29217 | (803) 545-3400

Memorandum

To: Teresa Wilson, City Manager

From: Michelle Brazell, Asst. Engineering Administrator

Date: November 20, 2017

Subject: WM4387 – Southern Wine and Spirits Pay Difference to Upsize a 6" Water Main to an 8" Water Main at Blaine Street; City File#210-18A

The purpose of this request is to reimburse the developer for the cost associated with upsizing 1220 feet of 8-inch water main and 10 feet of 6-inch water main as requested by the City of Columbia. The attached map shows the location of the project site.

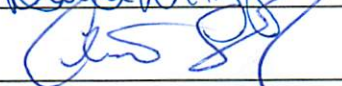
The Director of Engineering recommends approval of this pay difference. The total reimbursement due is \$73,880.00.

This agreement will be funded through the water improvements fund via a transfer of funds from FY17/18 CIP, Project 335818 – Pay Difference Agreements.

Please make check payable to:

Southern Glazer's Wine and Spirits of South Carolina, LLC
7600 Richard Street
Columbia, SC 29209
Attn: John E. Burg, Director of Facilities Operations

Recommend Approval  Director of Engineering, Dana R. Higgins, P.E.

Recommend Approval  Assistant City Manager, Clint E. Shealy, P.E.

Approval  City Manager, Teresa B. Wilson

11/21/17

ColumbiaSCWater.Net



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SOUTHERN GLAZER'S WINE AND SPIRITS, LLC

2 Business name/disregarded entity name, if different from above
SOUTHERN GLAZER'S WINE AND SPIRITS OF SOUTH CAROLINA, LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1600 NW 163RD STREET

6 City, state, and ZIP code
MIAMI, FL 33169

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

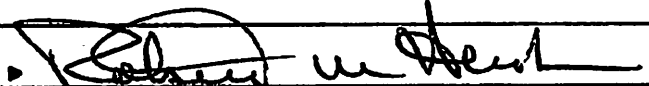
59-1285786

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person  Date **2/1/16**

**SOUTHERN GLAZER'S WINE & SPIRITS**

7600 Richard Street
Columbia, SC 29209

Bus: 803.695.1630

Fax: 803.776.4996

southernglazers.com

November 16, 2017

T. Michelle Brazell
Assistant Engineering Administrator
City of Columbia Department of
Utilities and Engineering
1136 Washington Street
Columbia, SC 29201

Re: Water line extension. (CF #210-18A)

Ms. Brazell,

Please find attached the invoice for the above referenced project previously approved by the City of Columbia on February 14, 2017.

Also enclosed you will find the highlighted drawing detailing this project and our W-9 form.

Thank you for your assistance in this matter and feel free to reach out to me if you need additional information.

Sincerely,

John E. Burg
Director of Facilities Operations
803.391.4434
johnnyb@sgws.com

enclosures

JEB/ls



INVOICE

Southern Glazer's Wine & Spirits

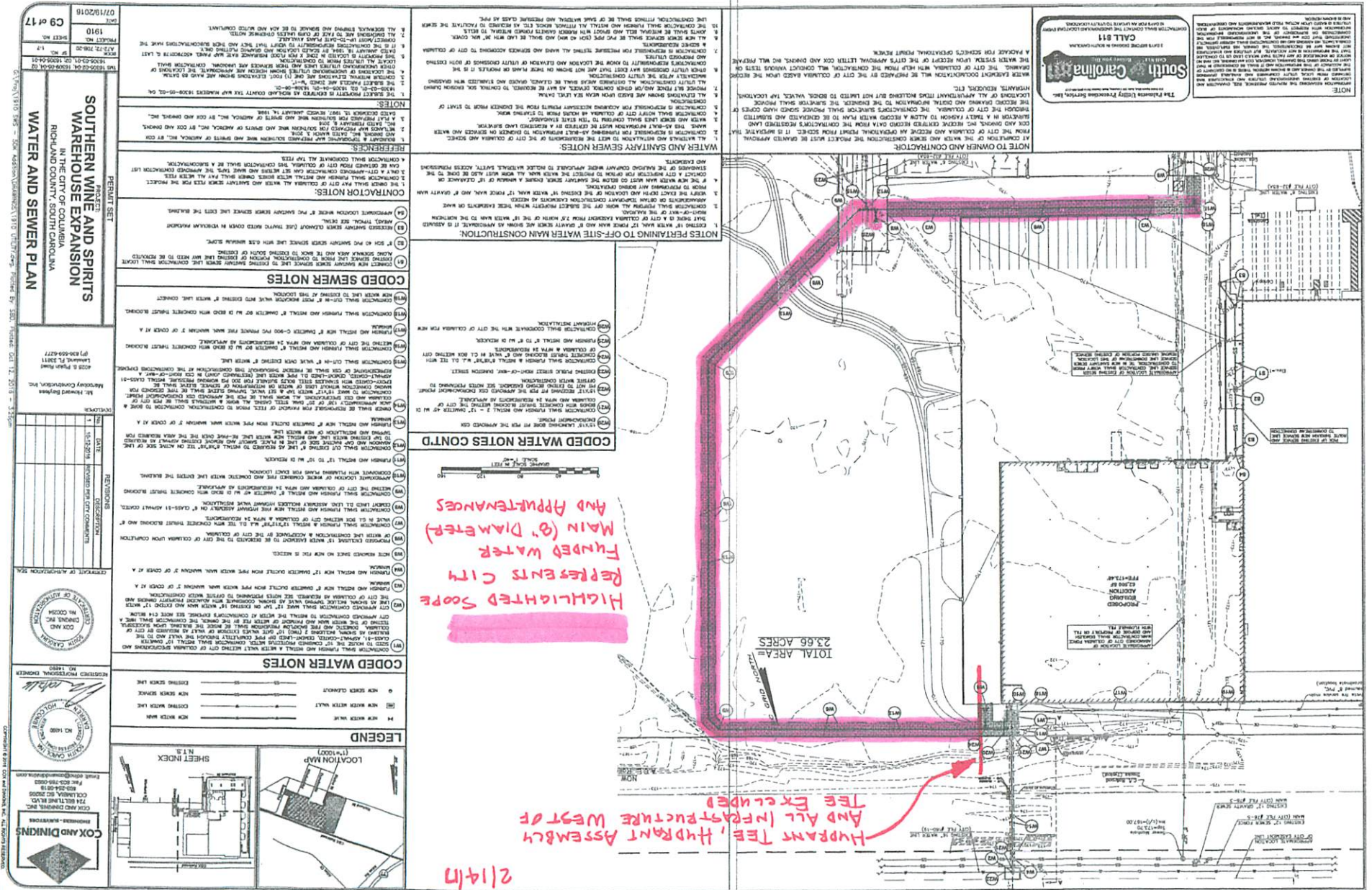
INVOICE # 2017-1115
DATE: NOVEMBER 20, 2017

7600 Richard Street
Columbia, SC 29209
803-391-4434

TO T. Michelle Brazell, Assistant Engineering Administrator
City of Columbia Department of Utilities and Engineering
1136 Washington Street
Columbia, SC 29201

SHIP TO T. Michelle Brazell
City of Columbia Department of
Utilities and Engineering
1136 Washington Street
Columbia, SC 29201

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
	CF #210-18A	Scope of water line extension to be funded by the City of Columbia for Southern Glazer's Wine & Spirits Warehouse Expansion as detailed in the attached highlighted drawing previously approved by the City of Columbia on 2/14/17.	\$73,880.00		\$73,880.00
			TOTAL DISCOUNT		
				SUBTOTAL	
				SALES TAX	
				TOTAL	\$73,880.00



Packet Pg. 166



PROPOSAL

12/13/16

12.a

15800 Birmingham Hwy
Building 100
Milton, GA 30004

Owner / Client: Marcobay Construction
Project: SWS Columbia Expansion
Attention: Howard Bayless

Office 770.888.1959
Cell 770.527.1497
luke@jacklett.com

We hereby propose to furnish material, labor, and equipment for the completion of the following items:

DESCRIPTION	QTY	UNIT	PRICE	EXTENDED
2520- WATER SYSTEM:				
Type C Silt Fence	1754	LF		
Construction Entrance	1	EA		
Clearing	1	EA		
Tie into Existing	1	EA		
8" DIP Class 50	880	LF		
Fittings for Bends	1	EA		
Concrete Thrust Blocks	1	EA		
Test / Chlorinate	880	LF		
Subtotal:				\$ 62,486.00
**Does not include any tap / impact fees.				
TOTAL PROPOSED AMOUNT:			\$	62,486.00



Southern Wine & Spirits

Below is a breakdown of the water line loop the City of Columbia has requested to be installed at the Southern Wine & Spirits project located on Richard Street.

8" DIP – 870 LF @ \$45.00 = \$39,150
8" 45 Degree Bend – 4 EA @ \$450 = \$1800
8" Gate Valve – 1 EA @ \$1650 = \$1650
Additional Clearing - .5 AC @ \$8500 = \$4250
Asbulits & Testing – 1 LS @ \$2000 = \$2000

Total = \$48,850

Linda A. Hutto

A handwritten signature in blue ink that reads 'Linda A. Hutto'.

President

PO BOX 2634 WEST COLUMBIA, SC 29171 / 214 MARTIN NEESE RD SWANSEA, SC 29160
803.739.4483
OFFICE@LADCORPORATION.COM



TIGER CONTRACTING, LLC
P.O. Box 7050
Lakeland, FL 33807
Contact: Alvin Mulford
PH: 863-904-0340
FX: 863-904-0336

BID PROPOSAL AGREEMENT

12.a

Quote To: Marcobay Construction
Attn: Howard Bayless
Address: 4205 S. Pipkin Rd. Lakeland, FL. 33811-1424
Phone: 863-904-1399
Fax:
Email: hbayless@marcobay.com

Date/Quote #: 12/2/2016
Project Name: Southern Wine Waterline
Engineer: Cox & Dinkins
Location: Richland County S. Carolina
Plan Date: 7/19/2016
Rev/Add: 10/4/2016

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
General Items				
Mobilization	1	LS	\$ 4,200.00	\$ 4,200.00
Construction Layout / As-Builts	1	LS	\$ 1,800.00	\$ 1,800.00
Erosion Protection Silt Fence	1800	LF	\$ 1.10	\$ 1,980.00
Final Cleanup	1	LS	\$ 960.00	\$ 960.00
Sub-Total General Items				\$ 8,940.00
Demolition				
Clear Existing Trees	0.6	AC	\$ 8,400.00	\$ 5,040.00
Sub-Total Demolition				\$ 5,040.00
Water Wystem				
Tie into Existing 8" Waterline	2	EA	\$ 1,420.00	\$ 2,840.00
8" DIP Watermain w/ Fittings	880	LF	\$ 36.20	\$ 31,856.00
8" Gate Valve	1	EA	\$ 1,745.00	\$ 1,745.00
Sub-Total Water System				\$ 36,441.00
Miscellaneous Items				
Field Supervision	1	LS	\$ 1,200.00	\$ 1,200.00
Sub-Total Miscellaneous Items				\$ 1,200.00
GRAND TOTAL:				\$ 51,621.00

NOTES:

- 1) All bonds, fees, insurances, permits, QC/Materials testing, etc... are excluded
- 2) No hazardous material removal is included
- 3) No Unforeseen underground conflicts, debris, HAZMAT, obstructions, utility relocations, ect... are included.
- 4) No special consideration have been taken into account for removal of underground utilities.
- 5) Sod, landscaping, or irrigation is not included.

ACCEPTANCE OF PROPOSAL/REQUEST:

This proposal/request includes all labor, materials, and equipment necessary to perform the above work scope in accordance with standard workman-like practices. All payments shall be made on a monthly basis in full within fifteen calendar days of invoice, unless otherwise agreed upon in writing, with no retainage held. A late charge of 1.5% will be assessed monthly for any payment(s) not received within the specified period above. No allowance has been made for any delays outside the control of Tiger Contracting, LLC such as, but not limited to, material availability, strikes, and weather, etc...

I hereby certify that I am capable of authorizing and accepting this proposal/request and all conditions contained herein. I do hereby notify Tiger Contracting, LLC of my acceptance of this proposal/request in full, and without limitation, and hereby direct you to proceed with the immediate preparation and installation of the work contained herein.

Signature _____

Printed Name _____

Title _____

Date _____



PO BOX 2634 WEST COLUMBIA, SC 29171 / 214 MARTIN NEESE RD SWANSEA, SC 29160
803.739.4483 / OFFICE@LADCORPORATION.COM

February 23, 2017

Susan Leitner
City of Columbia Engineering Administration Manager
Department of Utilities & Engineering
1136 Washington Street
Columbia, SC 29201

Re: Southern Wine and Spirits Warehouse Expansion (CF #210-18A)
Richard Street & Blaine Street
Columbia, SC

Dear Ms. Leitner:

Regarding the captioned project and pursuant to your recent request, the following is a quote for the portion of the water system being funded by the City of Columbia. This quote is based upon the scope of water system infrastructure recently confirmed by Scott Rogers as being the subject of Item No. 31 of the City of Columbia approval letter dated October 27, 2016.

Material	Quantity	Unit	Unit Price	Total
8" DIP	1,220	LF	\$ 45.00	\$ 54,900.00
8" - 45° Bend	4	EA	\$ 450.00	\$ 1,800.00
8" Gate Valve	2	EA	\$ 1,650.00	\$ 3,300.00
8"x8"x6" Tee	2	EA	\$ 600.00	\$ 1,200.00
6" Gate Valve	3	EA	\$ 1,000.00	\$ 3,000.00
6" DIP	10	LF	\$ 28.00	\$ 280.00
Fire Hydrant	1	EA	\$ 2,300.00	\$ 2,300.00
8"x6" Reducer	1	EA	\$ 400.00	\$ 400.00
6" - 90° Bend	1	EA	\$ 450.00	\$ 450.00
Additional Clearing	0.5	AC	\$ 8,500.00	\$ 4,250.00
Additional Asbuilts & Testing	1	LS	\$ 2,000.00	\$ 2,000.00
Total				\$ 73,880.00

Please advise if you require additional information from LAD in advance of funding to the Owner or Owner's representative.

Thank you.

Ted Blackwell



PO BOX 2634 WEST COLUMBIA, SC 29171 / 214 MARTIN NEESE RD SWANSEA, SC 29160
803.739.4483 / OFFICE@LADCORPORATION.COM

February 23, 2017

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Thank you.

Ted Blackwell



PO BOX 2634 WEST COLUMBIA, SC 29171 / 214 MARTIN NEESE RD SWANSEA, SC 29160
803.739.4483 / OFFICE@LADCORPORATION.COM

6.3.10
Form No. 3

LIEN WAIVER

TO WHOM IT MAY CONCERN:

The undersigned in consideration of payment in full and other valuable consideration, the receipt whereof is hereby acknowledged, and in order to induce The City of Columbia to accept a deed to the property herein described do hereby waive and release to the owners of said property and the said The City of Columbia of any and all liens or right to liens upon said property or upon the water infrastructure improvements, now or hereafter thereon, or upon the monies or right to liens being on account of labor or services, material, fixtures or apparatus associated with water infrastructure and heretofore furnished or to be furnished at any time thereafter by the undersigned.

The property subject to said water infrastructure liens or right to water infrastructure liens is hereby released and is described as follows:

**Southern Wine and Spirits Warehouse Expansion
City of Columbia File CF #210-18A
Richard Street & Blaine Street
Richland County, Columbia, SC**

Signed and sealed this 18th day of April, 2017
LAD CORPORATION OF WEST COLUMBIA

A handwritten signature in black ink, appearing to read "Ted Blackwell", is written over a horizontal line.

By: Ted Blackwell

SOUTH CAROLINA PROPERTY PARTNERS, LLC
1600 NW 163rd Street
Miami, FL 33169

Bus: 305.625.4171
Fax: 305.621.9157

Steven Becker
Manager

Form No. 2

April 3, 2017

Division of Engineering
City of Columbia
Columbia, South Carolina

RE: 7600 Richard Street, Columbia, SC

Gentlemen:

I certify that the described ~~streets, storm drainage facilities, sanitary sewer mains, pumps stations, manholes, sewer pump stations and appurtenances~~, water mains, valves, and appurtenances (strike items not applicable) have been installed in accordance with approved plans and specifications and request that the Utilities and Engineering Department approve and accept this installation.

The work to be accepted under this request is for Southern Wines & Spirits Expansion and
(Subdivision/Project Name)

is more particularly described as being located 7600 Richard Street, in Richland County,
(Street Address/Location)

I further certify that all outstanding encumbrances associated with these installations have been satisfied and that the above described work is free of all liens.

This request includes permission for City employees and equipment to enter upon the property described hereon for the purpose of doing any maintenance and repairs deemed necessary to protect the operational integrity of the systems. It is understood and agreed that I will be billed, and pay for any maintenance/repairs required prior to final acceptance of the deeds for these systems by the City.

4/3/17
Date

Developer - Owner Steven Becker

APPROVED ENGINEER DIVISION:

Mark Blum
Inspector
Don Cengiz
City Engineer

4-27-2017
Date
04/28/17
Date



DRINKING WATER

FINAL APPROVAL TO PLACE INTO OPERATION 1210481

ISSUED TO: MARCOBAY CONSTRUCTION INC
4025 S PIPKIN RD
LAKELAND FL 33811

for the operation of a potable water system permitted under Construction Permit No. 31577-WS, dated November 07, 2016, as described below:

PROJECT NAME: SOUTHERN WINE AND SPIRITS WAREHOUSE EXPANSION
COUNTY: Richland
PROJECT DESCRIPTION: This Approval to Operate is for approximately 160 LF of 12" DIP, 40 LF of 10" DIP, 30 LF of 6" DIP, 1245 LF of 8" DIP, and three fire hydrants to service the Southern Wine and Spirits Warehouse Expansion.
WATER PROVIDED BY: Columbia City Of
SYSTEM NUMBER: 4010001
SPECIAL CONDITIONS: None

This approval is based on the engineer's letter of certification signed by Darren K Holcombe, P.E., South Carolina Registration No. 14890.

DATE ISSUED: May 19, 2017

Samuel M Jones, Regional Engineer Associate
MIDLANDS REGION BEHS COLUMBIA

cc: Bureau of Water Permitting File
Local Environmental Health
Columbia City Of



CITY OF COLUMBIA

Department of Utilities and Engineering

Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3400 Fax: 803-988-8199

October 27, 2016

Re: Proposed Water Main Construction, Water Service Construction, for Southern Wine and Spirits Warehouse Expansion; Intersection of Richard St. and Blaine St.; TMS: 16309-05-04; Cox and Dinkins Inc.; Plans Dated October 12, 2016; City File #210-18A

Howard Bayless
Marcobay Construction, Inc.
4025 S. Pipkin Rd.
Lakeland, FL. 33811

Dear Mr. Bayless,

The referenced plans received October 13, 2016 have been examined and are approved with the following exceptions and provisions:

Note: This is not a grading/building permit, please consult with the Development Center for steps required to obtain these permits. www.columbiadevelopmentservices.net or 803-545-3483.

1. All work and materials must conform to City Specifications, latest revision at beginning of construction, and City and County Regulations.
2. The developer must provide the City Engineer forty-eight (48) hours notice prior to beginning construction. It is requested that this notice be given to Angela Jones at 545-3247. Once the developer's contractor provides a work notice and the City confirms all preconstruction requirements have been met (permits, insurance, etc.), the contractor **must** hold an on-site pre-construction conference with the City inspector **prior to** performing any work on the project. The purpose of this meeting is to allow the contractor and **inspector** to review the plans and approval letter, as well as discuss concerns either party may have. **This is a mandatory meeting, no exceptions!** The contractor shall call the inspector (Jeff Jeffers) at 545-3400 to schedule the meeting. The best time to contact the inspector is from 8:00 a.m. - 9:30 a.m.
3. The developer through his engineer must provide the project

contractor a copy of this approval letter, which must be maintained on the site until construction is completed (permit to operate issued).

4. In the event any of the work related to this project is to be performed within public street or road rights-of-way or in existing City easement by other than City of Columbia forces, indemnification of the City in accordance with **Chapter 11, Article III, Section 11-71** of the City Code is required. Proof of insurance must be provided prior to beginning construction. Should additional information regarding this be required, please contact Ms. Susan Leitner at 545-3250.
5. All grading of areas where water or sewer mains are approved for construction must be completed prior to installation of the pipe. If for any reason the grades are changed, thereby reducing the required minimum cover over these lines, the developer shall bear the expense of correcting line depth to that specified by current City Regulations.
6. The developer through his engineer is responsible for conducting final inspections of systems to be deeded to the City for operation and maintenance. Inspections must be coordinated with the Department of Engineering Inspector.
7. The proposed water plans have been submitted to the South Carolina Department of Health and Environmental Control for permitting under the Delegated Review Program.
8. Post hydrants shall be installed on all dead end 4" water mains greater than 200 feet in length (stub-outs excluded). All blow-offs must meet current City Regulations, (Part 16, Standard Detail WC #5).
9. The developer shall be responsible for installation of individual services off of the proposed main(s). The developer/builder shall be responsible for maintaining the accessibility, visibility, and functionality of all water service lines and water meter boxes until the water meter is installed by the City of Columbia. If the aforementioned requirements are violated, the developer/builder shall be held responsible for all associated cost for installation of new service connection at his own expense including but not limited to payment if the new tap fee. The City may require the developer/builder to hire an independent contractor to install a new tap, meter box and associated appurtenances solely at his own cost. The developer must obtain a prior approval from the City before allowing the contractor to install a tap on the City's active water main. Service will be provided following completion of storm drainage improvements, **execution of the Hold Harmless Agreement regarding as described in special provision #29**, City acceptance of the water system(s), DHEC granting a permit to operate, owner's execution of application and payment of appropriate fees.

10. **Backflow prevention devices meeting South Carolina Department of Health and Environmental Control Regulations are required for all water service connections. In low hazard situations where 3/4" and 1" meters are contracted for, dual backflow valves will be installed by City Forces with the meter. Where meters larger than 1" and/or service to high hazard projects are proposed, the developer shall be responsible through his engineer for specifying type of backflow preventor and shall be responsible for installation thereof. Type of device must be determined prior to application for service. This information shall be furnished with the application since this data must be maintained as a part of the water customer record. Installation of backflow prevention material must be completed before meters will be set.**

The backflow device must be tested by a certified backflow inspector. The results are to be submitted to the City's Cross Connection Control Program within 10 days after the installation of the water meter. Failure to comply may result in the interruption of water service. For any questions, please call 545-3923.

11. Static pressure will exceed 75 psi at elevations below pipe elevation 270 feet mean sea level. The developer shall be responsible for providing pressure-reducing devices to protect building plumbing systems.
12. The proposed water mains must be deeded to the City of Columbia prior to final acceptance of the system(s) for operation and maintenance.
13. The proposed water main must be installed in private easements which must be dedicated exclusively to the City of Columbia. It shall be granted prior to final acceptance for operation and maintenance by the City and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings.
14. All easements shall be, granted prior to final acceptance of the water and sewer mains for operation and maintenance by the City and prior to the date the final plat for the subdivision is recorded. All easements required by the City must be shown on the record drawings and the final plat. A copy of the final plat must be submitted with the record drawings. The City has experienced tremendous difficulties with destruction of existing water and sewer service fixtures. Therefore, if after payment of tap fees, the City of Columbia forces cannot locate the meter box or cleanout for services the developer and/or builder and/or owner will be required to pay an additional tap fee to the City of Columbia in order to facilitate a location/repair of existing service fixtures.

15. For projects being developed under bond, the bonded plat showing all utility easements to be granted to the City of Columbia must be submitted for approval. These easements must be dedicated exclusively to the City prior to final approval of the bonded plat and the selling of individual lots.
16. The developer/owner shall be responsible for installation of an additional valve (where applicable) for all water meter pits. Location of this valve shall be coordinated with the City's utility inspector.
17. All costs of installation, materials for installation of 4" and larger water meters (water service construction) and relocation of existing fire hydrant shall be the responsibility of the applicant. The cost shall include but not be limited to connection to the main, cutting and repairing pavement, and restoration required to install the water meter and relocating the fire hydrant. All 4" and larger water meters shall be purchased from the City of Columbia Utilities and Engineering Department (803-545-3400). Installation and relocation of the existing fire hydrant shall be by a City approved contractor hired by the owner at the owner's expense. A list of approved contractors shall be provided by the Utilities and Engineering Department. Installation of this water meter, including service and connection, and relocation of existing fire hydrant must be coordinated with the City of Columbia Utility inspector and approved prior to operation.
18. All connections to the City's existing water system shall be performed by a City approved contractor, under the supervision of the City's utility inspector.
19. All water service construction shall be D.I.P. when within 15 feet of a building or structure.
20. All water mains below ground elevations 270 MSL must be ductile iron pipe.
21. All water mains 12" and above shall be ductile iron pipe.
22. Prior to construction (if applicable) an encroachment permit shall be approved by the appropriate right-of-way agency. The encroachment permit application shall be entirely completed by the owner/developer and forwarded to the City of Columbia Engineering Department for review and subsequent submittal to the appropriate right-of-way agency. All encroachment applications shall identify the City of Columbia as the sole applicant.
23. All new construction, addition or modification of sidewalks, driveways with through sidewalks and wheel chair ramps, must meet SCDOT Standards and the Americans With Disabilities Act (ADA) This includes, but is not limited to, drawings No. 720-405-00, 720-410-00, 720-415-00, 720-905-01 and 720-905-02; located in the SCDOT Standard Drawings for Road Construction manual.

24. This approval does not relieve the developer of meeting requirements set forth by the South Carolina Department of Health and Environmental Control nor does the South Carolina Department of Health and Environmental Control's approval relieve the developer of meeting requirements of the Columbia Sediment and Erosion Control and Storm Drainage Ordinance.
25. **Prior to beginning construction, the attached "Agreement to comply" statement shall be signed and returned to the City.**
26. Initial and continued delivery of water or sewer service to this property is subject to such ordinances, policies, rules and regulations as the City of Columbia may, from time to time, adopt or amend.
27. All water construction, including installation of the 10" meter and relocation of the existing hydrant, shall be performed by a City approved contractor.
28. The City of Columbia reserves the right to request additional easements as needed for access, ingress, egress, operation, maintenance and repair of the utilities to be conveyed to this City of Columbia for this project.
29. **A Hold-Harmless Agreement is required due to the construction of the proposed building over abandoned utilities. This agreement must be completed prior to the City accepting operation and maintenance of the proposed water main. For more information regarding this agreement, please contact Ms. Gale Nash (803-545-3400).**
30. **All City of Columbia utilities that are proposed to be abandoned shall be flowable filled or removed and replaced with suitable backfill material.**
31. **The above referenced plans show a proposed 8" water main between the two proposed fire hydrants then transitioning to a 6" water main. The proposed section of 6" water main shall be upsized to an 8" main, thus making the entire section of pipe from the proposed 12" water main to the connection to the existing 6" water mains an all 8" water main.**
32. **This project requires an encroachment permit from CSX Transportation, Inc. Please submit the completed application with the City of Columbia as the Applicant (Permittee) along with the appropriate design drawings, information required and application fee to Ms. Gale Nash, Real Estate Division Manager, City of Columbia, P. O. Box 147, Columbia, SC 29217.**
33. **The City will pay the construction cost of the proposed 8" water main, including valves, hydrant and appurtenances, from the**

northern most hydrant tee to the connections of the two existing 6" watermain. Payment for this construction cost will be provided by CIP #WM4387.

- 34. The developer must receive bids (minimum 3) for the City's construction cost items separately from proposals for the entire project. The letting of these bids shall conform to the following provisions:**
- a. The project will be approved for advertisement by the City.**
 - b. The project will be advertised for a minimum of two weeks in both "The State" newspaper and "South Carolina Business Opportunities (SCBO)".**
 - c. Proof of advertisement will be provided to the City prior to the bid opening.**
 - d. The bids will be forwarded to the City's Department of Utilities and Engineering to be opened jointly by the City and the Developer, as specified in the Advertisement for Bids, with the City Clerk and the Director of Utilities and Engineering or his representative in attendance.**
- 35. Prior to beginning construction, the unit bid prices received for pay difference items will be evaluated by the City. The City may elect to accept the low bid prices and allow the contractor to install the pay difference items or disapprove all proposals and install the water main itself. Should the City elect to install the water main, the developer must pay the City the entire cost of construction of the proposed 8" water main as computed from the low bid prices received.**
- 36. Construction plan approval is valid for only three (3) years. In the event improvements have not been completed within that time, plans must be submitted for approval and shall be subject to ordinances and regulations in effect on that date.**

Should you require additional information, please feel free to contact Scott Rogers at 545-3290.

Yours very truly,



Joseph D. Jaco, P.E.
Director of Utilities and Engineering

SR/sr

CC: Darren Holcombe, PE, Cox and Dinkins, Inc.
Jeff Jeffers (w/Enclosures)



CITY OF COLUMBIA

Department of Utilities and Engineering

Division of Engineering

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3400 Fax: 803-988-8199

October 27, 2016

Re: Proposed Water Main Construction, Water Service Construction, for Southern Wine and Spirits Warehouse Expansion; Intersection of Richard St. and Blaine St.; TMS: 16309-05-04; Cox and Dinkins Inc.; Plans Dated October 12, 2016; City File #210-18A

Community Section Manager
SCDHEC
Bureau of Water
2600 Bull Street
Columbia, SC 29201

Attn: D.R.P. Construction Submittal

Dear Sir or Madam:

The referenced project has been examined and is approved for construction permitting.

Following completion of construction, granting of easements and deeding of the systems, the City will accept the proposed water main(s) for ownership, operation and maintenance. The City will provide water service for a calculated design demand (fire plus coincident) of 1,009 gpm from Water System No. 4010001.

Should you require additional information, please contact Scott Rogers, at 545-3290.

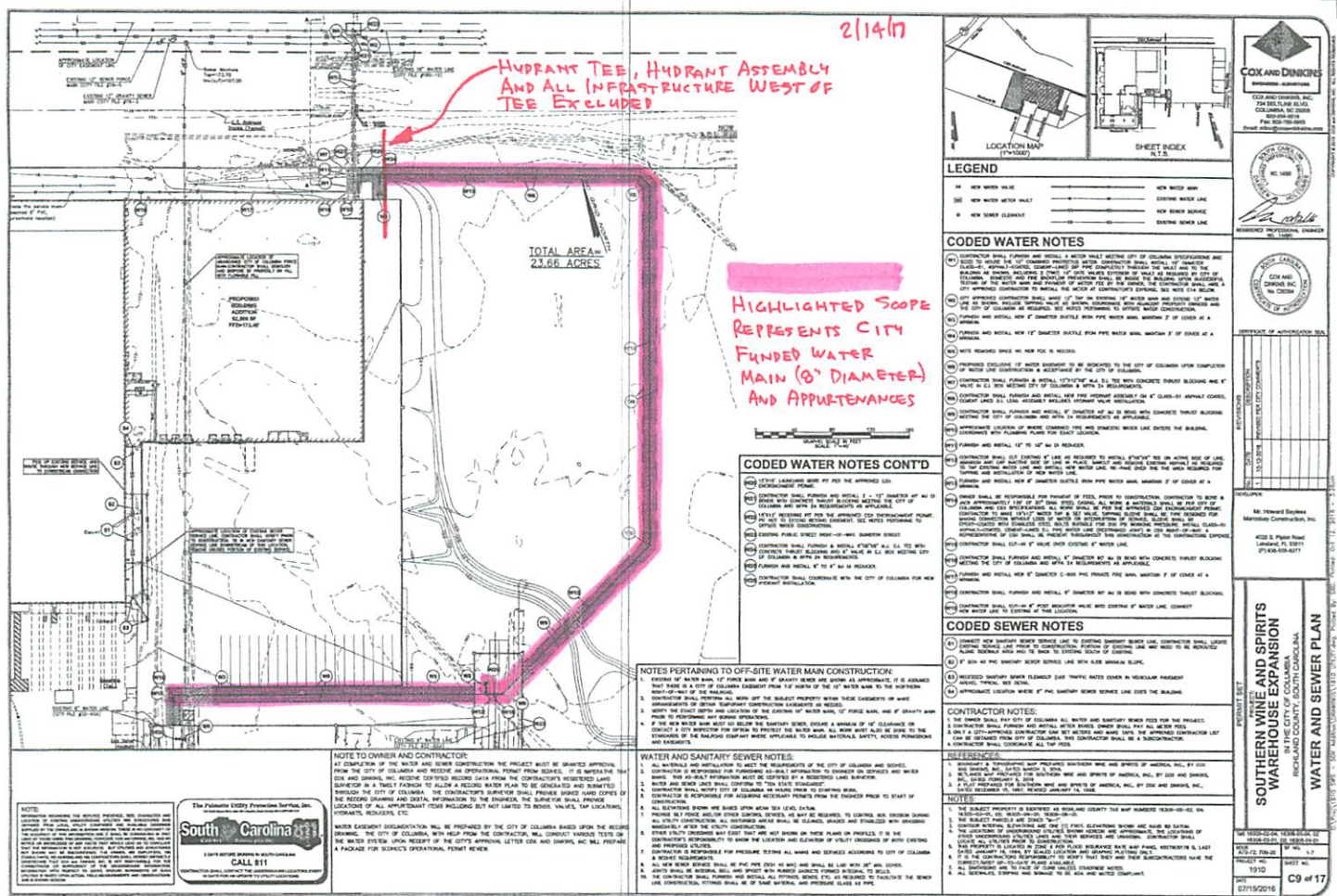
Yours very truly,

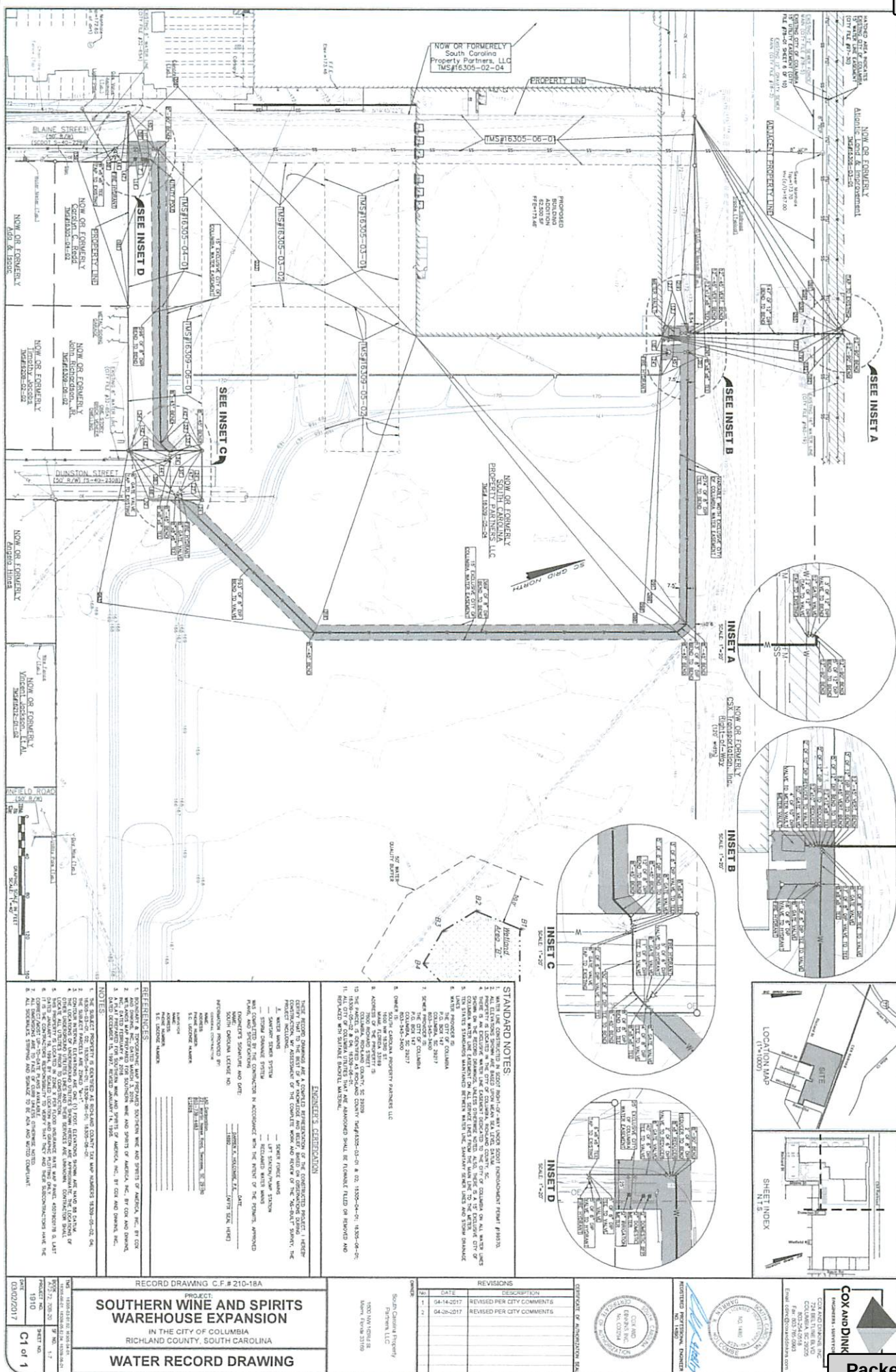
Joseph D. Jaco, P.E.
Director of Utilities and Engineering

SR/sr

Enclosures

cc: Darren Holcombe, PE, Cox and Dinkins, Inc.





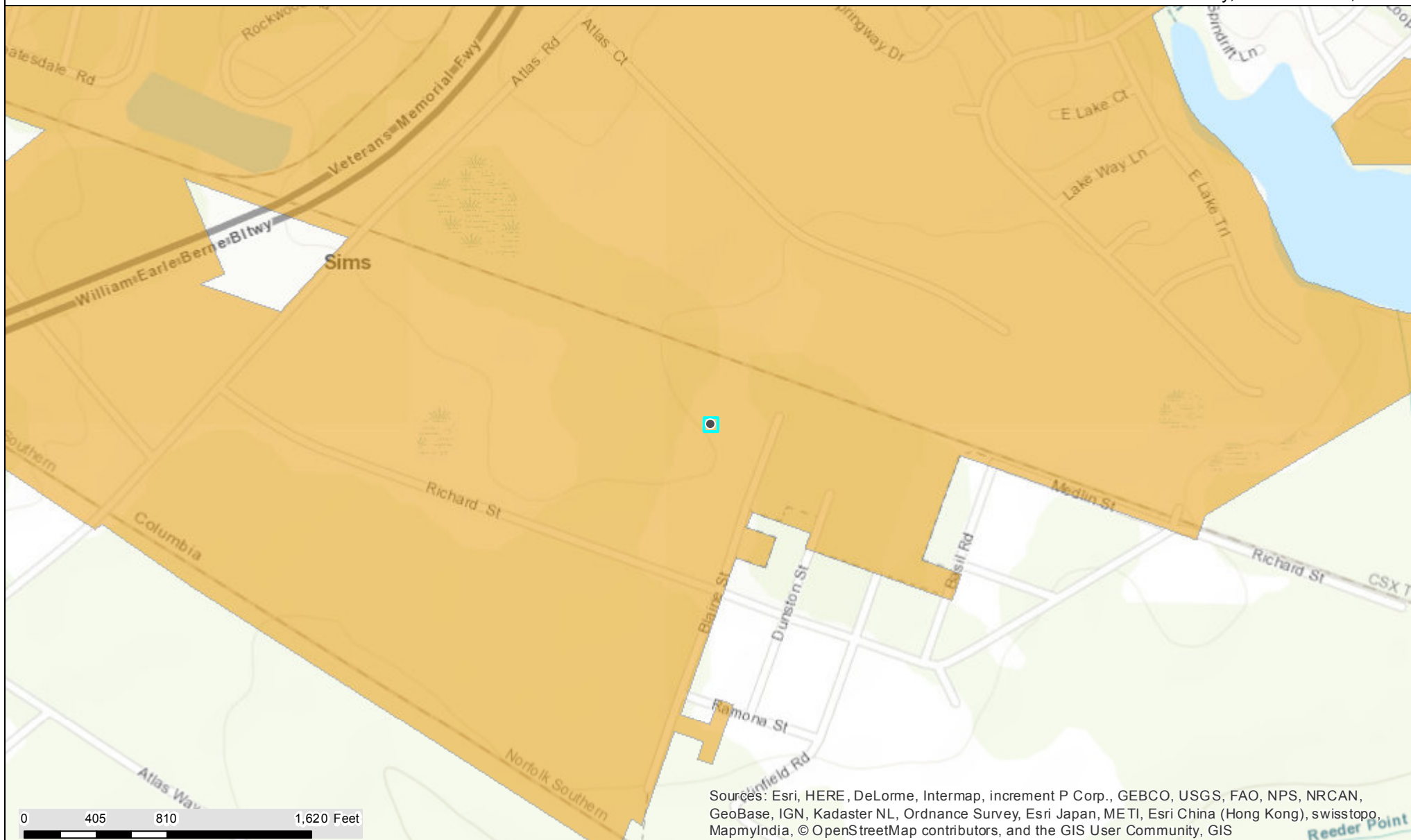
City of Columbia

City of Columbia GIS

12.b



Monday, November 27, 2017



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, GIS



CITY OF COLUMBIA GIS DATA DISCLAIMER

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Packet Pg. 185



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Services for a Water Main Replacement at Bookman Road, as requested by Columbia Water. Award to Northeast Backflow, a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$105,600.00. This firm is located in Lugoff, SC.

PURPOSE: This is a Protégé Led Project. Carolina Tap & Bore, Inc. of Columbia, SC is the Mentor and Northeast Backflow of Lugoff, SC is the protégé.

Sub-consultant Fortiline Waterworks of Columbia, SC will provide materials and pipe/valves at 10.41% (\$10,000.00) of the contract value.

REQUISITION NO.: R185157

FINANCIAL IMPACT: Funding Source: 5529999-WM441401-658650. The original budgeted amount is \$105,600.00.

ORIGINAL BUDGET: \$105,600.00

BUSINESS PROGRAM: Protege Led Project

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

One (1) bid was received for the construction services, Water Main Replacement at Bookman Road (WM4414) as requested by Columbia Water.

This project is a Protégé Led Project. The MPP team is comprised of Carolina Tap & Bore, Inc., who will be serving as the Mentor, and Northeast Backflow, who will be serving as the Protégé. The Protégé will be performing 100% of the contract amount.

The total construction time allocated for this project is sixty (60) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from Northeast

Backflow of Lugoff, South Carolina, a certified Local Business Enterprise and MBE, in an amount not to exceed \$105,600.00.

Base Bid	\$96,000.00
Contingency 10%	\$ 9,600.00
Total (Not to Exceed)	105,600.00

This will be charged as follows:

5529999-WM441401-658650 \$105,600.00
 Water Main Replacement at Bookman Road WM4414

ATTACHMENTS:

- **#a:** 2017 - Contract - Northeast Backflow - Water Main Replacement at Bookman Rd. - 17101110 (PDF)
- **#b:** Bid Analysis Template WM4414 (PDF)
- **#c:** RE BID #024-17-18-BF Water Main Replacement at Bookman Road (WM4414) Engineer's Recommendation (MSG)
- **#d:** MPP Plan 024-17-18-BF Bookman Road (PDF)
- **#e:** Compliance Review & Business Info Record (PDF)
- **#f:** WM4414 Bookman Rd - drawings (PDF)

CONTRACT

City of Columbia, South Carolina

WM4414

Water Main Replacement at Bookman Road (Mentor Protégé Project –Protégé Only)

Bid #024-17-18-BF

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Northeast Backflow**, with legal address and principal place of business at **1138 Otis Richardson Road, Lugoff, SC 29217**, 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 the **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days commencing on the date stated 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 **Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

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 **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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.

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 16 "Specifications for Water Distribution System, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing, and Seeding".

9.2.7 The Mentor Protégé Program.

9.2.8 Special Provisions.

9.2.9 Specifications (as listed in the Table of Contents).

9.2.10 Drawings numbered **1** through **4**, inclusive and dated **7/21/2017**.

9.2.11 Addenda numbers **1** to **2**, inclusive.

9.2.12 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

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

GGK 12/5/17
Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4

				Engineering Estimate		Northeast Backflow		xxxxx		xxxxx	
Item	Item Description	Unit	Qty.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	12" Ductile Iron Pipe with Spacers and Field Lock Gaskets	LF	64	\$250.00	\$16,000.00	\$150.00	\$9,600.00		\$0.00		\$0.00
2	Casing End Seal	EA	2	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00		\$0.00		\$0.00
3	12" -90 Bends	EA	2	\$400.00	\$800.00	\$2,000.00	\$4,000.00		\$0.00		\$0.00
4	12" Solid Sleeves	EA	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00		\$0.00		\$0.00
5	Trench Backfill (#57 Stone)	CY	5	\$80.00	\$400.00	\$80.00	\$400.00		\$0.00		\$0.00
6	Select Backfill	CY	135	\$20.00	\$2,700.00	\$60.00	\$8,100.00		\$0.00		\$0.00
7	Excavatable Flowable File (200 psi)	CY	12	\$100.00	\$1,200.00	\$200.00	\$2,400.00		\$0.00		\$0.00
8	Mobillization	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00		\$0.00		\$0.00
9	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00		\$0.00		\$0.00
10	Erosion and Sediment Control	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00		\$0.00		\$0.00
11	Restoration	SF	500	\$1.00	\$500.00	\$15.00	\$7,500.00		\$0.00		\$0.00
12					\$0.00		\$0.00		\$0.00		\$0.00
Subtotal (Items 1 - 38)					\$48,100.00		\$96,000.00		\$0.00		\$0.00
Contingency					\$4,810.00		\$9,600.00				
TOTAL BID AMOUNT					\$52,910.00		\$105,600.00				

Moore, Erika

From: Porter, Toby J
Sent: Tuesday, October 31, 2017 8:50 AM
To: Faison, Brenda L
Cc: Bolling, Andrea R; Porth, Gary B
Subject: RE: BID #024-17-18-BF Water Main Replacement at Bookman Road (WM4414) Analysis & Tabulation

The discrepancy in the Engineer's estimate and the bidder's response can be seen in the three Lump Sum items and the restoration line item. The difference in these 4 items total \$42,000. These items are job and contractor specific. After reviewing the plans and specifics again, Columbia Water staff are in agreement with the contractor's proposed costs and support moving forward with this contractor and bid. The paperwork to transfer the additional funds has been routed for signatures. We would like to plan on this project being ready for the December 5, 2017 City Council Meeting.



Toby J. Porter
Civil Engineering Specialist

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
tjporter@ColumbiaSC.Net
 Phone: (803) 545-4428

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Monday, October 30, 2017 11:19 AM
To: Porter, Toby J; Bolling, Andrea R; Porth, Gary B
Cc: Morgan III, Leon (Max) M; Higgins, Anita S; Nelly, Juliet M; Driggers, Ayesha G; Higgins, Dana R; Robinson, Lawana C
Subject: BID #024-17-18-BF Water Main Replacement at Bookman Road (WM4414) Analysis & Tabulation

Good morning,

Attached is the Bid Tabulation and Bid Analysis for BID #024-17-18-BF Water Main Replacement at Bookman Road (WM4414) for your review and approval. The only bidder was **Northeast Backflow** submitted under Carolina Tap & Bore, Inc. at \$96,000.00.

Please submit your recommendations on how you wish to proceed and if we are going to proceed with this contractor. Please also indicate in your review the discrepancy in the Engineer's estimated amount and the bidders' response.

Thank you in advance for your time and attention.

Brenda Faison

Bid Coordinator

Department of Procurement & Contracts

1800 Main St., 2nd FL 210

Columbia, SC 29201

(803) 545-3474 Office

(803) 733-8404 Fax

blfaison@columbiasc.net



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan- Protégé Project

Project Type: Protégé Only or Protégé Lead (Circle One)

Date: 10/24/2017

Project Number: WM4414

Protégé: Northeast Backflow

Project Name: BOOKMAN ROAD WM REP

Mentor: CAROLINA TAP & BORE, INC.

Duration of the Project: 2 months

Project Contract Amount: \$96,000⁰⁰

Protégé Amount: \$96,000⁰⁰

*If Protégé Lead project, a minimum 51% of contract to Protege.

Statement of Commitment: The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

The Protege has learned how to obtain bidding documents, bid jobs, manage the project and billing. The Protege has also learned how to gain & maintain relationships with the bonding companies & suppliers.

2. What specific goals and milestones do you have for this project?

The Protégé hopes improve his credit worthiness and knowledge of purchasing materials while gaining field experience for my people. My reputation has been enhanced with the city, the bonding company and suppliers.

3. List proposed manpower and resources required for the project. List primary point of contact.

The mentor will provide a skilled superintendent who is experienced in pipe installation. The Protege will provide a trackhoe, dump truck, crew truck, traffic control items, road plates and hand tools, and personnel.



CITY OF COLUMBIA

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

4. What is the anticipated duration (in months) of each major phase of the project?

Two weeks to excavate & replace 12" pipe (1 phase)

5. 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 Contact
	JASON RAPP					
FORTILINE WATERWORKS	803.600.5402	120 N. Shorecrest Columbia SC 29029	NORTHEAST BACKFLOW	10,000.00	—	10.41%

6. What capacity will the Mentor be used on this project?

Mentor will supply one skilled superintendent and support as needed.

7. List bonding capacity and insurance coverage, etc. (if applicable)

Bonding capacity is \$250,000.00
Insurance for General Liability is up to \$2,000,000.00
Auto, Umbrella & Workers Comp. are up to \$1,000,000.00



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

8. Do you currently have your WL or WP License (if applicable)?

YES - WL License - G111792

9. Other Comments.

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 Northeast Backflow (Protege Firm) this 24 day of OCTOBER 2017.
Corporate SEAL

By: Tony Campbell
Title: Vice President

ATTEST:

By: MELBA CANNON
Title: CORPORATE SECRETARY

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 5th day of December, 2017.

By: Juliet Nelly
Title: Compliance Specialist



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: December 5, 2017

PROJECT: BID #24-17-18-BF

Bids for this project were opened publicly at 1:00 p.m., October 24, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program. The apparent *responsive* low bidder is Northeast Backflow at \$96,000.00

Please review for MPP 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
Ayesha Driggers Compliance Administrator

DATE: _____

12/5/17

Bid No: 024-17-18-BF Water Main Replacement at Bookman Road (WM4414) Mentor
Protégé Project (MPP)
Page 30 of 44

Business Information Record

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Fortiline Waterworks	Jason Rapp (803) 600-5402	Materials Pipe/valves	\$10,000.00	10.41%	OBE	—
				%		
				%		
				%		
				%		

TOTAL: \$ 10,000.00

I certify this information is true, correct, complete and active.

Business Name:

Northeast Backflow

Representative Name / Title:

Tony Campbell / Vice President

Tony Campbell

Date:

10/24/2017

DEPARTMENT OF ENGINEERING

WATER MAIN CONSTRUCTION

ALONG BOOKMAN ROAD

CIP PROJECT:

WM4414



We Are Columbia

DRAWING INDEX

COVER	1
VICINITY MAP, LEGEND & NOTES	2
PLAN	3
CONSTRUCTION DETAILS	
EROSION & SEDIMENT CONTROL	4

CITY MANAGER
TERESA B. WILSON

DIRECTOR OF ENGINEERING
JOSEPH D. JACO, P.E.
CITY ENGINEER
DANA R. HIGGINS, P.E.

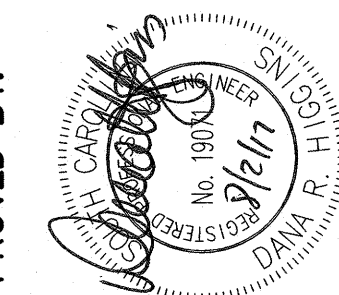
CITY COUNCIL
SAM DAVIS
TAMEIKA I. DEVINE
MOE BADDOURAH
HOWARD DUVALL, JR.
EDWARD McDOWELL, JR.
DANIEL J. RICKENMANN

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION	
DESIGNED BY:	PCM
DRAWN BY:	DLA
BOOK NO:	
DATE:	7/21/17
SHEET NO:	1 OF 4

CITY OF COLUMBIA

APPROVED BY:



CITY ENGINEER

[illegible]

PROJECT TITLE:

WATER MAIN CONSTRUCTION
ALONG BOOKMAN RD

SHEET TITLE:

WATER PLAN
BOOKMAN ROAD

DRAWING INFORMATION

DESIGNED BY: PCM

DRAWN BY: DLA

BOOK NO: _____

DATE: 7/11/17

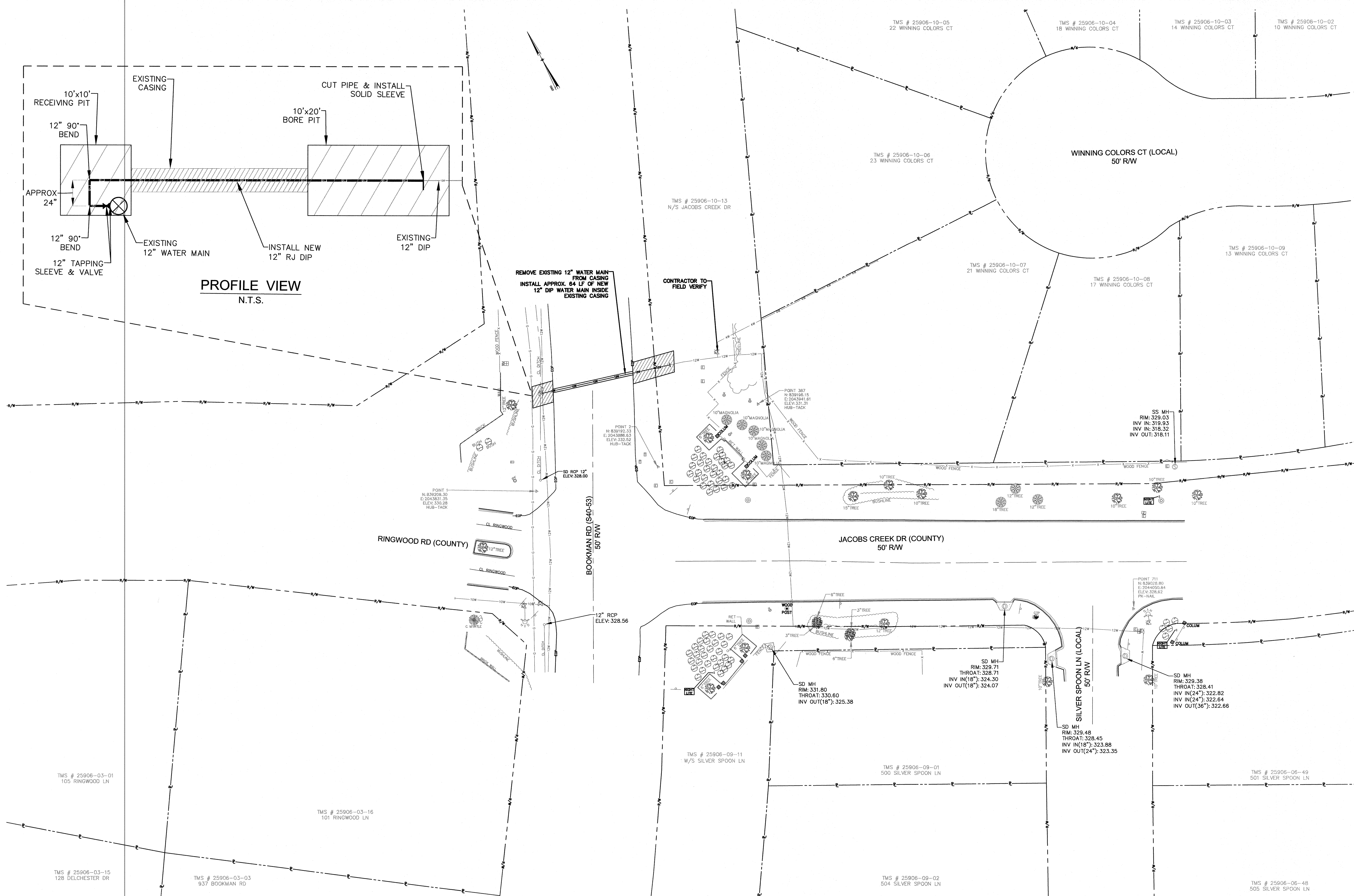
PROJECT NO:	WM4414
-------------	--------

SHEET NO:

SHEET NO: 3 OF 4

3 OF 4

17 09:25:11



NOTE-1:
CONTRACTOR SHALL FIELD VERIFY
LOCATIONS OF ALL WATER METER:
AND TIE IN TO NEW WATER MAIN

NOTE-2:
ALL INLETS WILL RECEIVE
APPROVED INLET PROTECTION
AS THE PHASED ACTIVITIES PROGRESS

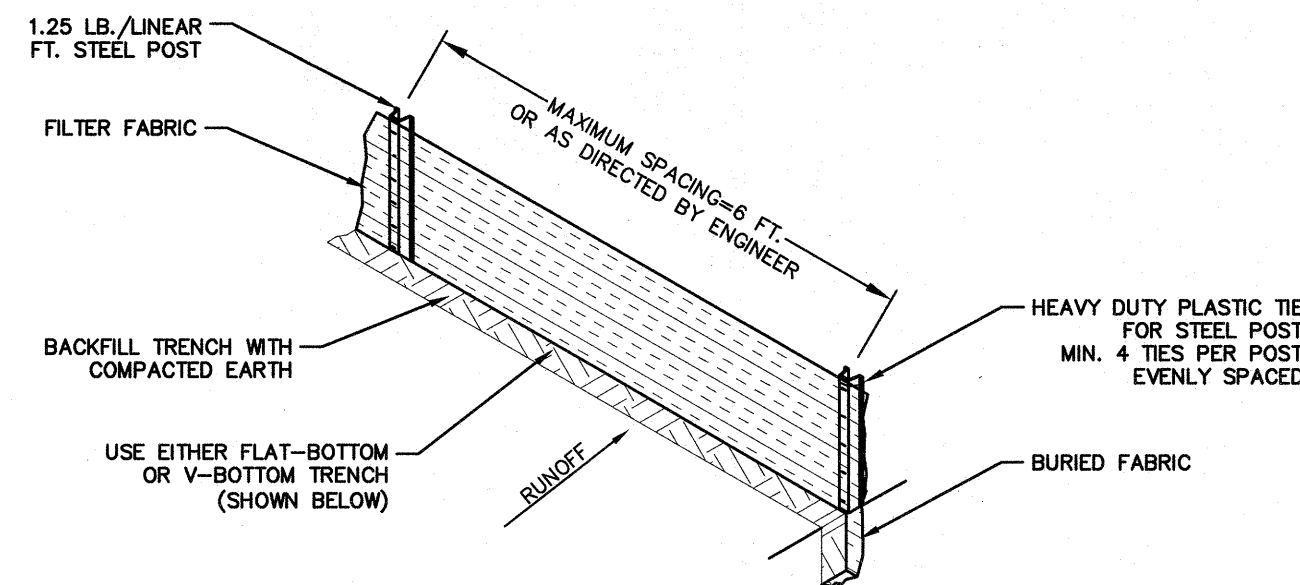
NOTE-3:
EXISTING WM SIZES SHOWN ARE ASSUMED.
CONTRACTOR SHALL FIELD VERIFY BEFORE
STARTING CONSTRUCTION.

PLAN - BOOKMAN ROAD
HORIZ SCALE: 1"=20' VERT SCALE 1"=5'

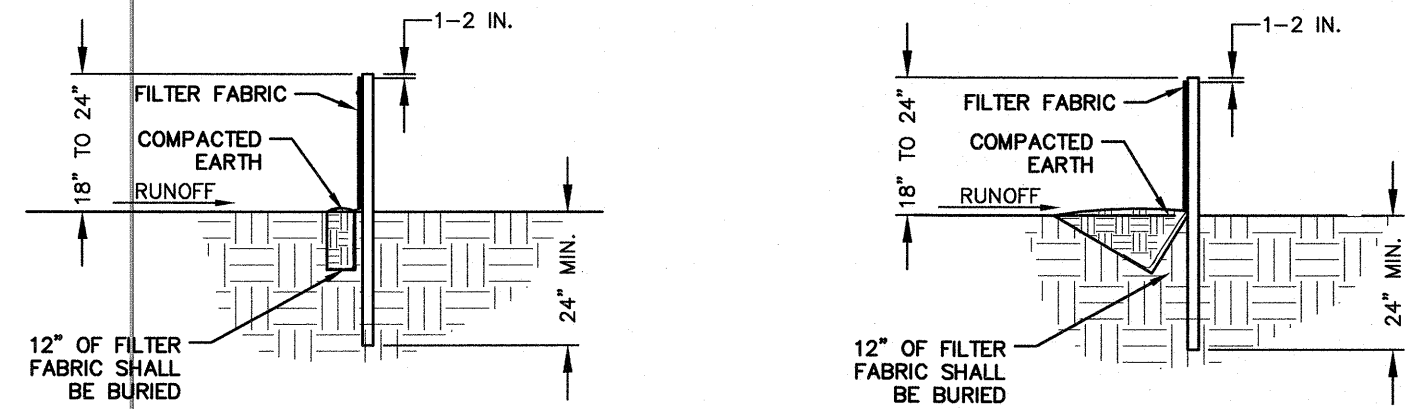
20' 10' 0 20' 40'

1"=20'





SILT FENCE INSTALLATION DETAIL



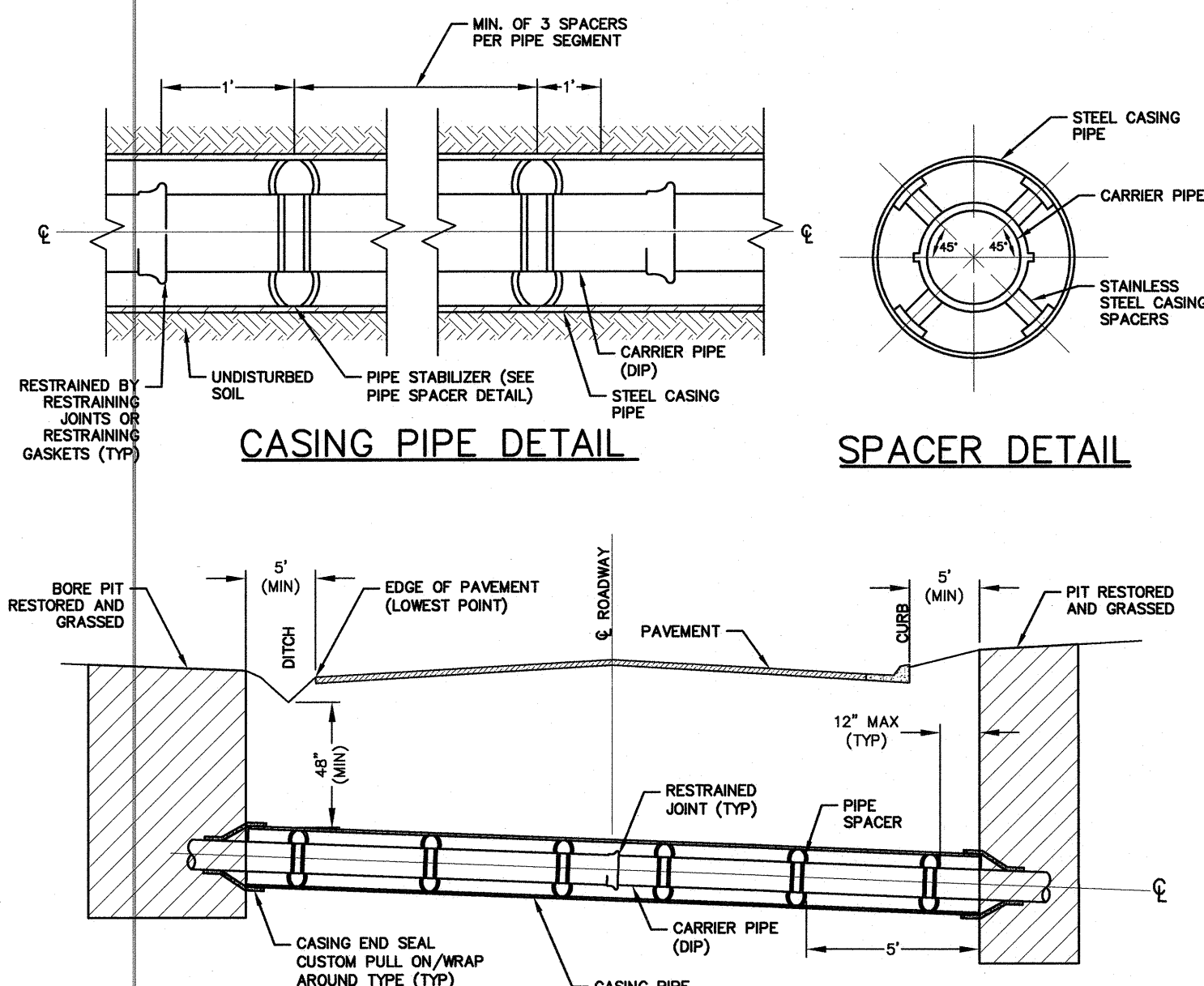
FLAT-BOTTOM TRENCH DETAIL V-SHAPED TRENCH DETAIL

STANDARD SILT FENCE DETAIL

NOT TO SCALE

NOTES:

1. SILT FENCE CHECKS MUST BE LOCATED EVERY 100 FEET MAXIMUM AND AT LOW POINTS ALONG THE FENCE LINE.
2. ONLY STEEL POSTS MAY BE USED. POSTS SHALL BE A MINIMUM OF 5 FEET LONG AND INSTALLED TO A MINIMUM DEPTH OF 24 INCHES WITH NO MORE THAN 3 FEET OF THE POST ABOVE GROUND. STEEL POSTS SHALL WEIGH A MINIMUM OF 1.25 POUNDS PER FOOT AND HAVE PROJECTIONS FOR FASTENING THE FABRIC TO THE POST. AT LEAST 1 TO 2 INCHES OF THE POSTS SHALL EXTEND ABOVE THE TOP OF THE FABRIC. POST SPACING WILL BE A MAXIMUM OF 6 FEET ON CENTER.
3. ATTACHED FABRIC TO STEEL POSTS USING HEAVY DUTY PLASTIC TIES THAT ARE EVENLY SPACED AND PLACED IN A MANNER TO PREVENT SAGGING OR TEARING OF THE FABRIC. IN ALL CASES, TIES SHOULD BE AFFIXED IN NO LESS THAN 4 PLACES



CASING PIPE DETAIL

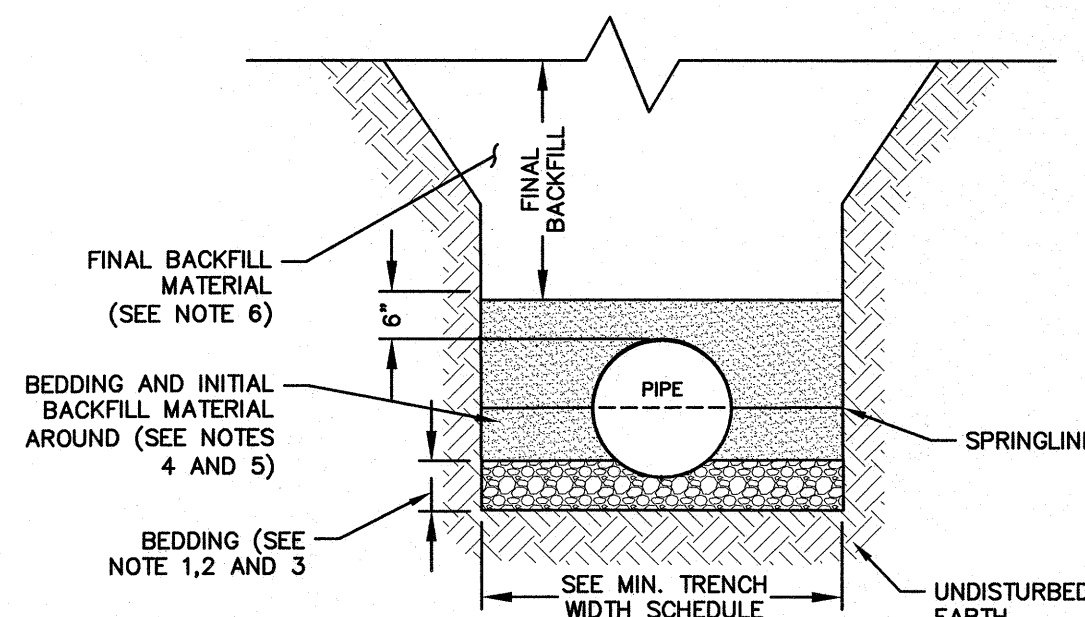
SPACER DETAIL

BORE AND JACK AND CASING DETAIL

NOTES:

1. STEEL CASING LENGTH SHALL BE IN ACCORDANCE WITH SCDOT "A" POLICY FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY OR "RAILROAD" SPECIFICATIONS FOR PIPELINE OCCUPANCY AND THE SPECIFICATIONS.
2. CASING PIPE AND CARRIER PIPE DIAMETERS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
3. USE SPIDER SUPPORTS (SEE DETAIL) TO MOVE CARRIER PIPE INTO CASING PIPE. SPACING OF SPIDERS WILL BE DICTATED BY THE LENGTH OF CASING PIPE AND NUMBER OF JOINTS OF CARRIER PIPE.
4. MINIMUM OF 3 SPACERS PER JOINT OF PIPE.
5. SCDOT REQUIRES A MINIMUM OF 48" OF COVER BENEATH ALL SCDOT ROADWAYS.

NOT TO SCALE



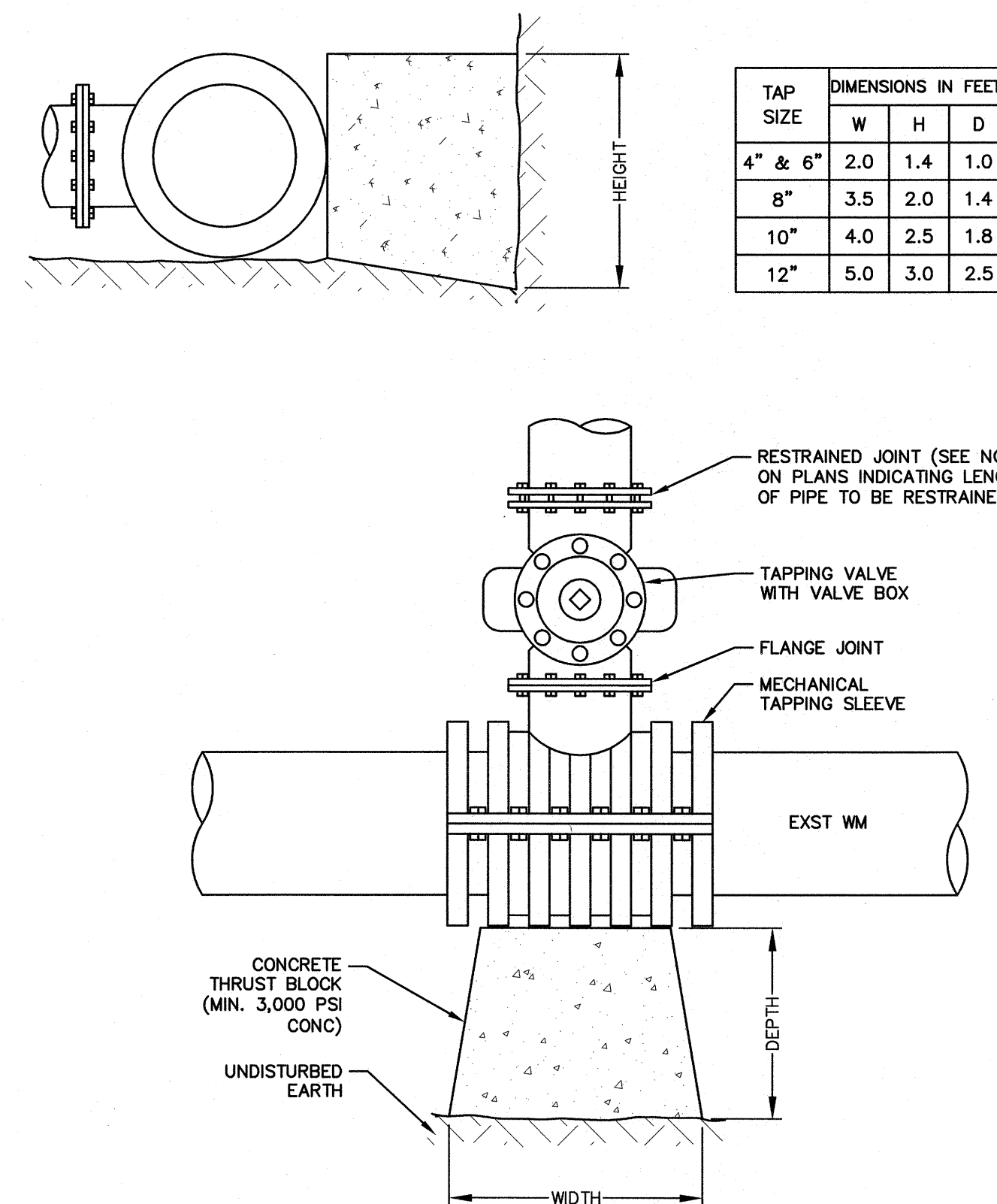
MINIMUM TRENCH WIDTH SCHEDULE					
PIPE SIZE I.D.	12" OR LESS	12" TO 21"	24" TO 30"	33" TO 54"	
TRENCH WIDTH (W/O SHORING)	36"	I.D. + 24"	I.D. + 30"	I.D. + 30"	
TRENCH WIDTH (W/ SHORING)	48"	I.D. + 36"	I.D. + 42"	I.D. + 42"	

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

NOTES:

1. BEDDING DEPTH SHALL BE 6" MINIMUM FOR PIPE DIAMETER LESS THAN 12".
2. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING MATERIAL BELOW THE PIPE. THE ENGINEER SHALL DETERMINE IN THE FIELD THE AMOUNT OF UNSUITABLE MATERIAL REQUIRED TO REACH A SUITABLE FOUNDATION.
3. THE PIPE BEDDING SHALL BE CONSOLIDATED NO. 57 STONE IN 6" LAYERS TO THE BOTTOM OF THE PIPE. THEN BACKFILLED WITH HAND PLACED MATERIAL CONSOLIDATED IN 6" LAYERS TO THE SPRINGLINE OF THE PIPE.
4. BEDDING AND INITIAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT. BACKFILL MATERIAL UP TO A LEVEL ONE FOOT (1') OVER TOP OF PIPE AND SHALL EXCLUDE CLAY MATERIALS AND LOOSE ROCKS LARGER THAN $\frac{3}{4}$ ".
5. BELL HOLES SHALL BE DUG TO PERMIT THE ENTIRE STRAIGHT BARREL OF THE PIPE TO REST THE SUITABLE UNDISTURBED SOIL OR BEDDING MATERIAL.
6. **FINAL BACKFILL MATERIAL**
 - A. **AREAS OUTSIDE THE SCDOT COUNTY AND CITY RIGHT-OF-WAYS:** FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A6 AND BE COMPACTED IN SUFFICIENT DEPTHS TO MEET A MINIMUM COMPACTION OF 85% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - B. **AREAS INSIDE THE SCDOT COUNTY AND CITY RIGHT-OF-WAYS:** FINAL BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - C. **UNDER PAVEMENT:** FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - D. **UNDER DRIVEWAYS:** FINAL BACKFILL MATERIAL SHALL MEET REQUIREMENTS OF AASHTO M145 GROUP CLASSIFICATION A1-A3 AND BE COMPACTED IN 6" LAYERS TO A MINIMUM COMPACTION OF 98% STANDARD PROCTOR WITH AN ALLOWABLE $\pm 5\%$ OF OPTIMUM MOISTURE CONTENT.
 - E. **USE OF NATIVE MATERIAL:** NATIVE MATERIAL MAY BE USED IN FINAL BACKFILL ONLY WHEN APPROVED BY THE ENGINEER.



TYPICAL TAPPING SLEEVE AND VALVE DETAIL

NOT TO SCALE

NOTES:

1. BASED ON 100 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND WITH 2000 PSF BEARING CAPACITY
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. KEEP ALL PIPING JOINTS CLEAR OF THRUST BLOCKS.
5. POOR SOIL A-4-A-8, SILTY SOILS, CLAYS, MUCK, AND PEAT WILL REQUIRE LARGER THRUST BLOCKS.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATE BELOW.
 - a. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - b. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICABLE OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE AND INSTALL SILT FENCE AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS REQUIRED, TO CONTROL SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED IMMEDIATELY AFTER THE UTILITY INSTALLATION.
5. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ONGOING INSPECTIONS SHALL BE CONDUCTED IN ORDER TO IDENTIFY ANY MALFUNCTIONS OR OPERATION OF THE EQUIPMENT. COLLECTED MATERIALS MUST BE DISPOSED OF PROPERLY.
6. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
7. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY CONSTRUCTION AREAS. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS REQUIRED.
8. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM SLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LOADED WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL DISTURBED AREAS NOT PAVED SHALL BE GRASSSED. USE TEMPORARY PLANT COVER, MULCHING, AND/OR STRUCTURES TO CONTROL RUNOFF AND PROTECT AREAS SUBJECT TO EROSION DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE RIP-RAP OR STONE STABILIZATION AT POINTS OF DISCHARGE DURING FIRE HYDRANT TESTING.
11. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE SHALL BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
12. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

INSPECTION & MAINTENANCE

1. INSPECT SILT FENCE AND INLET FILTERS TO ENSURE PROPER INSTALLATION ONCE EVERY SEVEN (7) CALENDAR DAYS. CHECK INTEGRITY OF FENCE FOR EROSION BENEATH THE SEDIMENT AND EROSION CONTROL DEVICES, SAGGING OR COLLAPSED DEVICES. MAKE NEEDED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZATION OF THE CONSTRUCTION SITE, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE SILT FENCE OR FILTER FABRIC.

CONSTRUCTION SEQUENCE

ITEMS MUST OCCUR IN THE ORDER LISTED;
ITEMS CANNOT OCCUR CONCURRENTLY UNLESS SPECIFICALLY NOTED.

1. RECEIVE PERMIT COVERAGE FROM CITY OF COLUMBIA AND NPDES COVERAGE FROM SCDHEC.
2. PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN 5,000 SQ. FT. ARE DISTURBED AND THE PROJECT IS NON-LINEAR).
3. NOTIFY CITY OF COLUMBIA STORM WATER MANAGEMENT (803) 545-3186 AT LEAST 2 DAYS PRIOR TO BEGINNING LAND DISTURBANCE.
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S) AS APPLICABLE.
5. CLEARING AND GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE) AS APPLICABLE.
7. CLEARING AND GRUBBING OF SITE OR DEMOLITION (SEDIMENT AND EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED).
8. FINE GRADING, PAVING, ETC.
9. PERMANENT/FINAL STABILIZATION.
10. REMOVAL OF TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (IT IS RECOMMENDED THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARED OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
11. SUBMIT NOTICE OF TERMINATION (NOT) TO CITY OF COLUMBIA STORM WATER MANAGEMENT AS APPROPRIATE.

1. NOTE: IF NPDES COVERAGE IS BEING ISSUED AFTER LAND-DISTURBING ACTIVITIES HAVE ALREADY STARTED (E.G. IN RESPONSE TO A NOTICE TO COMPLY, NOTICE OF VIOLATION, OR ENFORCEMENT ACTION), THEN THE CONSTRUCTION SEQUENCE MUST SPECIFICALLY INDICATE THE ITEMS THAT HAVE ALREADY OCCURRED AND THE ITEMS THAT WILL BE OCCURRING AFTER NPDES COVERAGE IS ISSUED.
2. NOTE: INSTALLATION OF SOME PERMANENT WATER QUALITY DEVICES SHOULD OCCUR AFTER THE SITE IS STABILIZED; INCLUDE THIS IN THE SEQUENCE. CLEANOUT OF OTHER WATER QUALITY DEVICES THAT WERE USED DURING CONSTRUCTION SHOULD OCCUR AFTER SITE STABILIZATION.
3. NOTE: MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES MUST CONTINUE UNTIL THE SITE IS PERMANENTLY STABILIZED AND/OR UNTIL THE CONTROLS ARE REMOVED.

DESIGNER'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SOIL ON THE PROPERTY CONCERNED TO THE MAXIMUM EXTENT, TO PROVIDE FOR THE PROTECTION OF THE PROPERTY AND THE PROPOSED IMPROVEMENTS THEREON FROM THE EFFECTS OF FLOODING, TO PROVIDE FOR THE CONTROL OF THE RUNOFF FROM THE PROPERTY, AND THAT ALL THE PROVISIONS FOR SEDIMENT CONTROL AND STORM DRAINAGE ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE FOR APPLICABLE COUNTY AND CITY OF COLUMBIA, SOUTH CAROLINA."

DATE 8/2/17

REGISTERED ENGINEER NAME

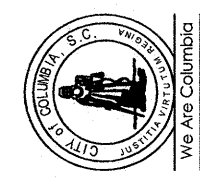
APPLICANT'S CERTIFICATION

"I (WE) HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND I (WE) ARE RESPONSIBLE FOR THE LAND DISTURBANCE AND RELATED MAINTENANCE THEREOF. CITY OF COLUMBIA, APPLICABLE COUNTY, AND SCDHEC AUTHORITIES WILL BE ALLOWED TO ENTER THE PROJECT SITE FOR THE PURPOSE OF ON-SITE INSPECTIONS."

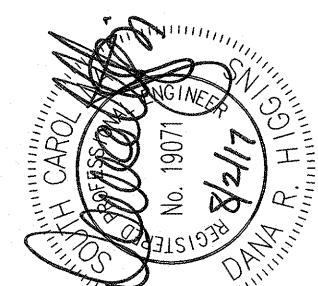
DATE 8/2/17

OWNER/PERMIT APPLICANT

CITY OF COLUMBIA

DEPARTMENT OF ENGINEERING
EQUIPMENT SECTION
COLUMBIA SOUTH CAROLINA 29217

APPROVED BY:



CITY ENGINEER

REVISION DESCRIPTION

NO. DATE INITIALS

PROJECT TITLE:

WATER MAIN CONSTRUCTION
ALONG BOOKMAN RD

SHEET TITLE:

EROSION &
SEDIMENT CONTROL
& CONSTRUCTION
DETAILS

DRAWING INFORMATION

DESIGNED BY: PCM
DRAWN BY: DLA
BOOK NO:
DATE: 7/21/2017
PROJECT NO: WM4414

SHEET NO:
4 OF 4



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Services for the North Columbia Pump Station Bypass Vault, as requested by Columbia Water. Award to Shady Grove Construction, LLC, a certified Minority Business Enterprise and a Local Business Enterprise in an amount not to exceed \$160,540.00, which includes the contingency. The firm is located in Irmo, SC.

REQUISITION NO.: R182681

FINANCIAL IMPACT: Funding Source: 5529999-SS741501-658650 North Columbia Pump Station Bypass Vault. The original budgeted amount is \$160,540.

ORIGINAL BUDGET: \$160,540.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Three (3) bids were received for the construction services of North Columbia Pump Station Bypass Vault (BID#020-17-18-BF) as requested by Columbia Water.

The total construction time allocated for this project is sixty (60) consecutive calendar days after the Notice to Proceed (NTP) is issued.

Base Bid	\$ 140,540.00
Contingency	\$ 20,000.00
Total (Not to Exceed)	\$ 160,540.00

This will be charged as follows:

5529999-SS741501-658650	\$160,540.00
North Columbia Pump Station Bypass Vault	SS7415

ATTACHMENTS:

- **#a:** 2017- Contract - North Columbia Pump Station Bypass Vault - 17101043 (PDF)

- #b: Engineers Recommendation (PDF)
- #c: Bid Tabulation North Columbia Pump Station (PDF)
- #d: Compliance Memo & Updated Business Info Record (PDF)

CONTRACT

City of Columbia, South Carolina

SS7415

North Columbia Pump Station Bypass Vault

Bid #020-17-18-BF

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Shady Grove Construction, LLC**, with legal address and principal place of business at **1079 W. Shady Grove Road, Irmo, SC 29063**, 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 **Brown and Caldwell**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days to fully complete the amount of work contemplated in the base bid commencing on the date stated 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 **One Hundred Forty Thousand, Five Hundred and Forty Dollars and Zero Cents (\$140,540.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

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.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

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 calendar day of delay until the Work is complete.

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.

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 Sewer Construction" and "The LBE Policy".

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings numbered **C-01** through **C-02**, inclusive and dated **8/1/17**, and Drawings **S1.0**, inclusive and dated **9/21/17**.

9.2.10 Addenda numbers **1** to **3**, inclusive.

9.2.11 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

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

 12/4/17

Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4

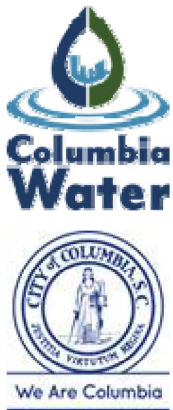
Faison, Brenda L

From: Riggs, John T
Sent: Tuesday, October 24, 2017 10:53 AM
To: Faison, Brenda L
Cc: Morgan III, Leon (Max) M; Higgins, Anita S; Porth, Gary B; Carter, Clint A.; Sathiyakumar, Neel
Subject: RE: BID #020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415) Analysis & Tabulation

Brenda,

After reviewing the bid analysis for SS7415, the apparent low bidder is Shady Grove Construction at \$140,540.00. It is recommended that the City Council accept the proposed bid and a \$20,000 contingency for a total cost of \$160,540.

Thanks,



John T. Riggs, P.E.
Assistant Wastewater Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
jtriggs@columbiasc.net

Cell: (803) 528-4238

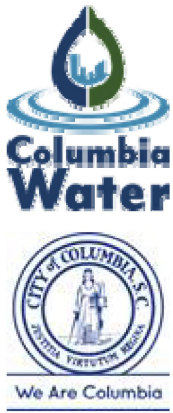
ColumbiaSCWater.Net
ColumbiaSC.Net

From: Riggs, John T
Sent: Tuesday, October 24, 2017 8:49 AM
To: Faison, Brenda L; Sathiyakumar, Neel
Cc: Morgan III, Leon (Max) M; Higgins, Anita S; Porth, Gary B; 'Carter, Clint A.'
Subject: RE: BID #020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415) Analysis & Tabulation

Brenda,

I have reviewed the bid tabulation and I am good with moving forward with the base bid and the contingency only.

Do you need me to write you a letter, sign a form, or is this email sufficient?



John T. Riggs, P.E.
Assistant Wastewater Engineer

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
jtriggs@Columbiasc.net

Cell: (803) 528-4238

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Faison, Brenda L
Sent: Thursday, October 12, 2017 12:38 PM
To: Riggs, John T; Sathiyakumar, Neel
Cc: Morgan III, Leon (Max) M; Higgins, Anita S; Porth, Gary B
Subject: FW: BID #020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415) Analysis & Tabulation

Good afternoon,

Please see attached revised Bid Analysis that includes a \$20,000.00 flat rate contingency.

Thank you.

Brenda

From: Faison, Brenda L
Sent: Thursday, October 12, 2017 12:01 PM
To: Riggs, John T; Sathiyakumar, Neel
Cc: Morgan III, Leon (Max) M; Porth, Gary B; Higgins, Anita S; Nelly, Juliet M; Faison, Brenda L
Subject: BID #020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415) Analysis & Tabulation

Good afternoon,

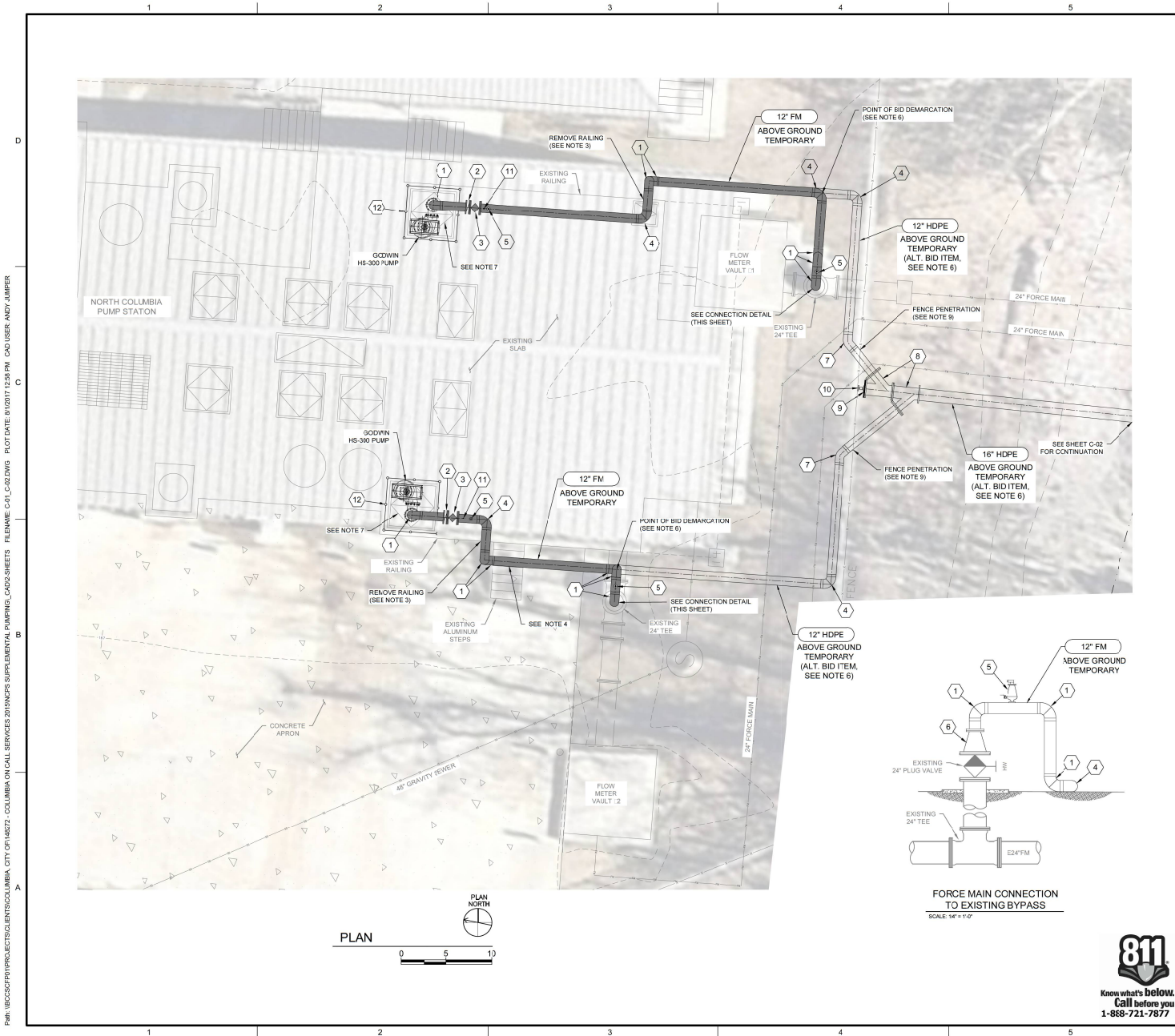
Attached is the Bid Tabulation and Bid Analysis for BID #020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415) for your review and approval. The apparent low bidder was Shady Grove Construction, LLC at \$140,540.00 Base bid and the Option bid at \$111,055.00.

Thank you,

Brenda Faison

Bid Coordinator
 Department of Procurement & Contracts
 1800 Main St., 2nd FL 210
 Columbia, SC 29201
 (803) 545-3474 Office

(803) 733-8404 Fax
blfaison@columbiasc.net



GENERAL NOTES

- FORCE MAIN SHALL BE 20-INCH DR17, IPS, 100 PSI HDPE. FORCE MAIN SHALL BE INSTALLED ABOVE GRADE, ALONG THE ALIGNMENT OF THE EXISTING FORCE MAINS. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND FUSING FITTINGS AS NEEDED FOR THE ALIGNMENT.
- SECURE FORCE MAIN FROM HORIZONTAL MOVEMENT USING 5" METAL POSTS, EMBEDDED 3" INTO THE GROUND. INSTALL POSTS AT 25' INTERVALS (AVERAGE) AND SECURE TO PIPE WITH 6 GAUGE TIE WIRE.
- CONTRACTOR SHALL TEMPORARILY MOVE RAILING TO ACCOMMODATE NEW 12" FORCE MAIN INSTALLATION.
- CONTRACTOR SHALL ROUTE 12" FORCE MAIN UNDERNEATH EXISTING STARWAY.
- FLOATS TO BE INSTALLED AT THE FOLLOWING ELEVATIONS:
LEAD PUMP ON - 143.5
LAG PUMP ON - 144.5
PUMPS OFF - 142.5
- BASE BID TO INCLUDE TYING INTO PERMANENT BYPASS CONNECTION AS DETAILED IN THIS SHEET (C-1). ALTERNATE BID TO ESCHERICH CONNECTION TO PERMANENT BYPASS CONNECTION AND CONTINUE TO HEADER AND DISCHARGE 24" IN SHEET C-2.
- HATCHES AND SAFETY GRATES TO BE REMOVED AND APPROPRIATELY STORED, AS NECESSARY, TO FACILITATE INSTALLATION AND OPERATION OF TEMPORARY BYPASS PUMPS.
- CONTRACTOR SHALL INSTALL A PRESSURE TRANSMITTER ON EACH 24" DIP DISCHARGE HEADER IN THE DRY PIT. THE TRANSMITTER SHALL BE RO-MOUNT 3551, OR APPROVED EQUAL, WITH 0 TO 150 PS RANGE, 3/16 SS CONNECTIONS, 12" NTP CONNECTION, AND 4-20 MA SIGNAL WIRING FROM THE DRY PIT TO THE PUMP STATION CONTROL PANEL, LOCATED IN THE ELECTRICAL ROOM. THE CITY WILL COORDINATE WITH THEIR CONTRACTED SYSTEMS INTEGRATOR TO CONNECT TO THE CONTROL PANEL AND PERFORM NECESSARY PROGRAMMING.
- CONTRACTOR SHALL PROVIDE A 16" OPENING TO ACCOMMODATE THE NEW 12" FORCE MAIN PENETRATION THROUGH THE EXISTING CHAIN LINK FENCE.
- DUCTILE IRON FITTINGS AND VALVES TO BE CONNECTED TO HDPE PIPING VIA FLANGE ADAPTER AS REQUIRED.

KEYNOTES:

- 12" 90° VERT. BEND
- 12" CHECK VALVE, FLG.
- 12" PLUG VALVE, FLG.
- 12" 90° HORIZ. BEND
- 2" CARV
- 24" 12" REDUCER, FLG. (DIP)
- 12" 45° HORIZ. BEND
- 16" 16" 12" WYE, FLG. (DIP)
- 16" BLIND FLANGE (DIP), TAPPED 2"
- 2" BALL VALVE
- PROVIDE 0-100 PSI CORROSION RESISTANT PRESSURE GAUGE, WITH 4.5" DIAL, DAMPENED MOVEMENT, 1/2" NTP CONNECTION, AND 3/16 SS BOURDON TUBE (US GAUGE SOLFRUNT 1981 OR APPROVED EQUAL)
- NEW ALUMINUM RAILING (SEE SHEET S1.0)

ABBREVIATIONS:

SS SANITARY SEWER
FM FORCE MAIN
DIP DUCTILE IRON PIPE
FLG FLANGE

Brown and Caldwell

COLUMBIA, SOUTH CAROLINA

Professional Engineer Seal: J. EPTING, No. 30347

Professional Engineer Seal: SOUTH CAROLINA, No. 30347

City of Columbia Seal: COLUMBIA, SOUTH CAROLINA, VIRGILIUS VIRTUTUM REGES

We Are Columbia

NORTH COLUMBIA PUMP STATION SUPPLEMENTAL PUMPING IMPROVEMENTS

PERMIT SUBMITTAL

REV	DATE	DESCRIPTION
0	8/20/17	FOR BID

LINE IS 2 INCHES AT FULL SIZE

DESIGNED: J. EPTING
DRAWN: A. JUMPER
CHECKED: J. MAZZEI
APPROVED: J. EPTING

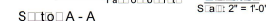
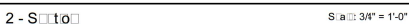
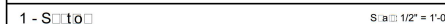
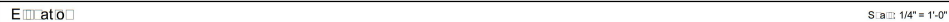
FILENAME: C-01 C-02.DWG
BC PROJECT NUMBER: 46372
CLIENT PROJECT NUMBER: SS 7415

CIVIL

BASE BID PIPING PLAN AND DETAILS

DRAWING NUMBER: **C-01**
SHEET NUMBER: 2 OF 4



[illegible][illegible]

S a : A ot d



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts
DATE: December 5, 2017

PROJECT: BID #20-17-18-BF

Bids for this project were opened publicly at 1:00 p.m., October 11, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the LBE Program. The apparent *responsive* low bidder is Shady Grove Construction, LLC at \$140,540.00. with an option bid of \$111,055.00

Please review for LBE 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 Compliance Administrator

DATE: _____

12/11/17

Bid No: 020-17-18-BF North Columbia Pump Station Bypass Vault (SS7415)
Page 31 of 45

Business Information Record

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Fortiline Waterworks 120 N Shorecrest Road Columbia, SC 29209	James Young 803-783-5511	All material	\$72,997.00	51.94 %		
Butler Electric 1136 Pocala Road Sumter, SC 29150	Joe Butler 803-775-2297	Start-up	\$3,100.00	2.20 %		
				%		
				%		
				%		

TOTAL: \$ 76,097.00

I certify this information is true, correct, complete and active.

Business Name:

Shady Grove Construction, LLC

Representative Name / Title:

Erica M. Richardson, Managing Member

Date:

October 11, 2017



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Construction Services for Site Work related to the Busby Street Community Resource Training Facility Project, as requested by Columbia Water. Award to Clayton Construction Company, as a Sole Source in an amount not to exceed \$236,524.64. This firm is located in Spartanburg, SC.

REQUISITION NO.: R187081

FINANCIAL IMPACT: Funding source: Storm Drain Sewer Capital Projects- Capital Project Costs 5549999-658650-SD845701

ORIGINAL BUDGET: \$236,524.64

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

Sec. 2-204.(5) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when it is a sole source procurements

ATTACHMENTS:

- **#a:** Fully signed Sole source (PDF)

Requisition # _____ JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Engineering Division,
(1)
construction services for the Busby Street Community Resource and Training Facility Project.

(2)

as a sole source procurement from Clayton Construction Company
(3)

based upon the following justifications: This company was hired through competitive bid to perform the construction site work for the referenced project. The additional trails and fire access road were not included in the original site plans. Since the site work overlaps, two separate contractors would not be feasible to work within the same footprint. The prices provided for the additional work are within industry standard and are fair and competitive. The city Storm CIP has funding for this site portion of the project.
(4)

This sole source is valid through June 30, 2018 Amount \$ 236,524.64

Engineering
(1) Department

[Signature]
Signature of Department Head

12/8/17
Date

OR

[Signature]
Signature of Purchasing Agent

12/11/17
Date

[Signature]
+ 12/12/17

Form must be routed in the order of the signatures

[Signature]
Signature of Finance Director

12/11/17
Date

[Signature]
Signature of Asst. City Manager

12/12/17
Date

[Signature]
Signature of City Manager

12/12/17
Date

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

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 06/2016)

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

Josh Kate

Date: 22-Nov-17

Description: Add scope per Drawings titled Busby Street Complex General Consulting prepared by Chao and Associates dated 30JUN17 and per attached breakdown.

Note: We exclude any cost associated with relocation of the existing power pole as this should be by the power utility company. We also exclude the playground per the note on the drawings.

[illegible]

=PROJECT
 Busby Street Complex General Consulting
 CIP# 5511706-WM425116/SS722116-638305

BID TABULATION
 Clayton Construction Company, Inc.

BASE BID					
Item	Description	Unit	Estimated Quantity	Unit Price	Total
1	Remove Asphalt Pavement and Base	SY	629	<u>9.00</u>	<u>5661.00</u>
2	Remove Fire Hydrant	EA	1	<u>1500.00</u>	<u>1500.00</u>
3	Abandon Water Meter	EA	4	<u>75.00</u>	<u>300.00</u>
4	Relocate Existing Power Pole NOT PRICING	EA	2	NOT PRICING	NOT PRICING
5	Earthwork	CY	250	<u>10.00</u>	<u>2500.00</u>
6	Remove 36" Tree	EA	1	<u>2000.00</u>	<u>2000.00</u>
7	Install Tree Protection	EA	5	<u>200.00</u>	<u>1000.00</u>
8	Install 4" PVC Sleeves	LF	168	<u>22.00</u>	<u>3696.00</u>
9	Fine Grading	SY	935	<u>4.00</u>	<u>3740.00</u>
10	4" Concrete Sidewalk	SY	1334	<u>6.00</u>	<u>8004.00</u>
11	Install Asphalt Pavement and Base (6 STONEBASE /3 ASPHALT)	SY	932	<u>73.00</u>	<u>68036.00</u>
12	Install 12" Concrete Ribbon Curb	LF	158	<u>15.00</u>	<u>2370.00</u>
13	Adjust Manhole Rlm to Finish Grade	EA	1	<u>1750.00</u>	<u>1750.00</u>
14	Install 6" Perforated Underdrain	LF	74	<u>28.00</u>	<u>2072.00</u>
15	Install Drop Inlet Catch Basin	EA	3	<u>4000.00</u>	<u>12000.00</u>
16	Install 15" RCP	LF	185	<u>32.00</u>	<u>5920.00</u>
17	Install 18" RCP	LF	71	<u>36.00</u>	<u>2556.00</u>
18	Sawcut and Patch Pavement (Concrete)	SY	8	<u>150.00</u>	<u>1200.00</u>

Busby Street Complex General Consulting
 CIP# 5511706-WM425116/SS722116-638305

19	Sawcut and Patch Pavement (Asphalt)	SY	83	<u>175.00</u>	<u>14525.00</u>
20	Flowable Fill	CY	25	<u>185.00</u>	<u>4625.00</u>
21	Repair and/or Replace Pavement Markings	LS	1	<u>1750.00</u>	<u>1750.00</u>
22	Remove and Reinstall Fence	LF	49	<u>30.00</u>	<u>1470.00</u>
23	Repair Pavement (Gravel)	SY	10	<u>45.00</u>	<u>450.00</u>
24	Fire Hydrant Assembly	EA	2	<u>6500.00</u>	<u>13000.00</u>
25	8" x 8" Tapping Sleeve and Valve W/Box	EA	1	<u>2500.00</u>	<u>2500.00</u>
26	8" PVC Pipe (C800)	LF	678	<u>34.00</u>	<u>23052.00</u>
27	8" X 8" Tee	EA	2	<u>650.00</u>	<u>1300.00</u>
28	8" X 6" Tee	EA	1	<u>650.00</u>	<u>650.00</u>
29	8" X 6" Reducer	EA	1	<u>330.00</u>	<u>330.00</u>
30	8" G.V.	EA	3	<u>1890.00</u>	<u>5670.00</u>
31	6" G.V.	EA	1	<u>1300.00</u>	<u>1300.00</u>
32	8" Plug	EA	1	<u>225.00</u>	<u>225.00</u>
33	Erosion and Sediment Control	LS	1	<u>6000.00</u>	<u>6000.00</u>
34	Hydroseeding	AC	1.6	<u>1850.00</u>	<u>2960.00</u>
33	Playground NOT PRICING	LS	1	NOT PRICING	NOT PRICING

BASE BID TOTAL
204,112.00

Radin, Benjamin T

From: Wright, Sandra A
Sent: Monday, December 11, 2017 8:52 AM
To: Robinson, Lawana C
Cc: Morgan III, Leon (Max) M; Radin, Benjamin T
Subject: FW: [EXTERNAL] RE: Busby Site CO Proposal
Attachments: drhiggins_12-11-2017_8-37-12.pdf

Hi LaWana, please sign this form for me and then Bill will continue the routing process. It's a rush item which we are trying to get on the 12/19 agenda. Thanks. SAW

From: Higgins, Dana R
Sent: Monday, December 11, 2017 8:43 AM
To: Wright, Sandra A; Wilson, Teresa B; Probst, Robert J
Cc: Gentry, Missy Smith; Davis, Randy; Puckett, Kristen; Sheu, Michael F; Tucker, Gregory G; Palen, Jeffery M; Shealy, Clint E; Radin, Benjamin T
Subject: RE: [EXTERNAL] RE: Busby Site CO Proposal

Hi Sandra! I had it on my desk and realized Friday it should go to you first instead of Clint. Sorry for my confusion. Please see it attached and let us know if you need anything further. Thanks!



Dana R. Higgins, PE, LEED AP
Director of Engineering

Columbia Water
 Department of Engineering

PO Box 147 | Columbia, SC 29217
DRHiggins@ColumbiaSC.Net
 Phone: (803) 545-3285
 Cell: (803) 351-2386

ColumbiaSCWater.Net
ColumbiaSC.Net

From: Wright, Sandra A
Sent: Monday, December 11, 2017 8:35 AM
To: Higgins, Dana R; Wilson, Teresa B; Probst, Robert J
Cc: Gentry, Missy Smith; Davis, Randy; Puckett, Kristen; Sheu, Michael F; Tucker, Gregory G; Palen, Jeffery M; Shealy, Clint E; Radin, Benjamin T
Subject: RE: [EXTERNAL] RE: Busby Site CO Proposal

Good morning everyone and thanks Dana for responding to Ms. Wilson over the weekend. As Dana stated, we have agreed that a sole source would be recommended for the reasons stated in Bob Probst email below. Our office was presented the backup info to review a few weeks ago but we are still awaiting the actual sole source justification form for Busby. If someone has a copy of the Busby sole source and the requisition number, please email it to me and copy Ben Radin. Also, we probably will need to get this change order approved by council on December 19th so if someone can assist in getting a placeholder through the Clerk's Office, that would be great.

Just to clarify one other thing, we received an Emergency Procurement from Amanda Gainey last Friday for WM4432 Windsong Lane/Point for the 6" water main repair. It is my understanding that this work needs to get started immediately. Have a great day! SAW

From: Higgins, Dana R

Sent: Sunday, December 10, 2017 10:18 AM

To: Wilson, Teresa B; Probst, Robert J

Cc: Wright, Sandra A; Gentry, Missy Smith; Davis, Randy; Puckett, Kristen; Sheu, Michael F; Tucker, Gregory G; Palen, Jeffery M; Shealy, Clint E

Subject: Re: [EXTERNAL] RE: Busby Site CO Proposal

Yes - We worked with Sandra on the reason we needed to use the same site contractor and she agreed. The sole source form and supporting documentation is making its way to you. Clint and I signed last week and I believe Amanda Gainey emailed to Sandra Thursday or Friday.

Thanks!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Wilson, Teresa B" <tbwilson@columbiasc.net>

Date: 12/9/17 9:05 PM (GMT-05:00)

To: "Probst, Robert J" <rjprobst@columbiasc.net>

Cc: "Wright, Sandra A" <sawright@columbiasc.net>, "Higgins, Dana R" <drhiggins@columbiasc.net>, "Gentry, Missy Smith" <msgentry@columbiasc.net>, "Davis, Randy" <radavis@columbiasc.net>, "Puckett, Kristen" <mkpuckett@columbiasc.net>, "Sheu, Michael F" <mfsheu@columbiasc.net>, "Tucker, Gregory G" <ggtucker@columbiasc.net>, "Palen, Jeffery M" <jmpalen@columbiasc.net>

Subject: Re: [EXTERNAL] RE: Busby Site CO Proposal

All, did we proceed with a change order? Thank you,

TW

On Nov 30, 2017, at 1:44 PM, Probst, Robert J <rjprobst@columbiasc.net> wrote:

Hi Sandra, Please see attached Design drawings and CO Proposal for additional work. Based on the existing site conditions where the additional Chao work overlaps and connects to our existing general contractors work and the recommendation of the design engineer, I recommend we consider a change order to add this additional work. If the work is bid and we have a different general contractor on the same site, I think there are always construction issuers and neither contractor will be responsible if something does not go right. Please advise as soon as possible. Thanks, Bob

<image001.gif>

Bob Probst AIA
City Architect
 Utilities & Engineering Department
 Construction Management Division
 1136 Washington Street, Suite 510
 PO Box 147
 Columbia, SC 29217
 office 803-545-4002
 cell 803-315-6560
 E-Mail: rjprobst@columbiasc.net

From: Gerald Lee [<mailto:GeraldL@chaoinc.com>]
Sent: Thursday, November 30, 2017 1:36 PM
To: Probst, Robert J
Subject: [EXTERNAL] RE: Busby Site CO Proposal

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Bob, I have reviewed the proposal and this is representative of what we have been seeing on recent bids. The prices are coming in higher than the OPC and it is a reflection of the current job market. They are pretty much higher on their unit pricing across the board than what we used to prepare the OPC. I can't take exception to the proposal.

Let me know if you have any questions.

Gerald A. Lee, PE
GERALDL@CHAOINC.COM

From: Probst, Robert J [<mailto:rjprobst@columbiasc.net>]
Sent: Monday, November 27, 2017 8:13 AM
To: Gerald Lee <GeraldL@chaoinc.com>
Subject: Busby Site CO Proposal

Gerald, Please see attached and let us know if you are good with the cost. Thanks, Bob

<image001.gif>

Bob Probst AIA
City Architect
 Utilities & Engineering Department
 Construction Management Division
 1136 Washington Street, Suite 510
 PO Box 147
 Columbia, SC 29217
 office 803-545-4002
 cell 803-315-6560
 E-Mail: rjprobst@columbiasc.net

<Busby CO Proposal Chao Site Add 112717.pdf>
 <Busby Street Complex Chao Civil Dwg 2017 0726.pdf>



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Construction Services for the Metro Wastewater Treatment Plant Dewatering Slab Replacement, as requested by Columbia Water. Award to the LAD Corporation of West Columbia, a certified Minority Business Enterprise and Local Business Enterprise in an amount not to exceed \$484,734.00. This firm is located in Swansea, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Lexington Earthworks of West Columbia, SC is the protégé and will receive 20% (\$68,143) of the contract value.

Sub-consultant Newman & Son Concrete, Inc. of Lexington, SC will receive 44% (\$150,000.00) of the contract value.

REQUISITION NO.: R182388

FINANCIAL IMPACT: Funding Source: 5529999-SS728501-658650. The original budgeted amount is \$484,734.00.

ORIGINAL BUDGET: \$484,734.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Four (4) bids were received for the construction services, Metro WWTP Dewatering Slab Replacement (BID#084-16-17-BF) as requested by Columbia Water.

This project is a Mentor Protégé Program (MPP) project. The MPP team is comprised of LAD Corporation of West Columbia, who will be serving as the Mentor, and Lexington Earthworks, who will be serving as the Protégé. The Protégé will be performing 20% of the contract amount.

The total construction time allocated for this project is sixty (60) days after the notice to proceed is issued.

Base Bid w/Option	\$414,734.00
Contingency	\$ 70,000.00
Total (Not to Exceed)	\$484,734.00

This will be charged as follows:

552999-SS728501-658650 \$484,734.00
 Metro WWTP Dewatering Slab Replacement SS7285 - Part B

ATTACHMENTS:

- **#a:** 2017 - Contract - LAD Corporation - Metro WWTP Dewatering Slab Replacement - 17111246 (PDF)
- **#b:** Bid Tabulation 084-16-17-BF Metro WWTP Dewatering Slab (PDF)
- **#c:** Engineer's Recommendation Memo for SS7285 (PDF)
- **#d:** Compliance Review (PDF)
- **#e:** Business Info Record (PDF)
- **#f:** SS7285 Part B Updated Drawings (PDF)

CONTRACT

City of Columbia, South Carolina

SS7285 - Part B

Metro WWTP Dewatering Slab Replacement (Mentor Protégé Project)

Bid #084-16-17-BF

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **LAD Corporation of West Columbia**, with legal address and principal place of business at **221 Martin Neese Road, Swansea, SC 29160**, 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 **Chao & Associates**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **forty-five (45)** consecutive calendar days to substantial completion commencing on the date stated in the Notice to Proceed (NTP), and an additional **fifteen (15)** consecutive calendar days to final completion for a total completion time of **sixty (60)** consecutive calendar days commencing on the date stated 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 base bid contract price as **Three Hundred Forty Thousand, Seven Hundred Nineteen Dollars and Zero Cents (\$340,719.00)** and the bid option contract price as **Seventy-Four Thousand, Fifteen Dollars and Zero Cents (\$74,015.00)** for a total contract amount of **Four Hundred Fourteen Thousand, Seven Hundred Thirty-Four Dollars and Zero Cents (\$414,734.00)**.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 1

ARTICLE 5. APPLICATIONS FOR PAYMENT

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 **Fifteen Hundred Dollars and Zero Cents (\$1,500.00)** per day for each calendar day of delay until the Work is complete.

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.

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 18 “Specifications for Roadway Improvements Materials and Construction”, Part 20 “Specifications for Sodding, Fertilizing and Seeding”, “The Mentor Protégé Program (MPP)” and the “Local Business Enterprise (LBE) Policy”.**

9.2.7 Special Provisions.

9.2.8 Specifications (as listed in the Table of Contents).

9.2.9 Drawings numbered **C1.0** through **C6.3**, inclusive and dated **3/31/2017**.

9.2.10 Addenda numbers **1** to **2**, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

ARTICLE 10. MISCELLANEOUS

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

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

Owner

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

Date: _____

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

ggz 12/5/17
Legal Department City of Columbia, SC

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 4

Event Number	BID #084-16-17-BF Addendum 2	Organization	City of Columbia, SC
Event Title	Metro WWTP Dewatering Slab Replacement	Workgroup	Purchasing
Event Description	This is a Mentor Protege Program (MPP) project	Event Owner	Brenda Faison
Event Type	IFBs	Email	blfaison@columbiasc.net
Issue Date	9/20/2017 02:29:29 PM (ET)	Phone	
Close Date	10/12/2017 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	Option Total
Shady Grove Construction, LLC	Irmo	SC	10/12/2017 12:28:02 PM (ET)	0	\$524,252.00	\$0.00
TOM BRIGMAN CONTRACTORS, NEWBERRY		SC	10/12/2017 12:28:01 PM (ET)	0	\$446,614.30	\$351,859.20
Porterfield Remodeling LLC (Lin	Columbia	SC	9/20/2017 05:49:56 PM (ET)	0	\$0.00	\$0.00
LAD Corporation of West Colum	Swansea	SC	10/12/2017 11:49:03 AM (ET)	0	\$340,719.00	\$74,015.00
mcclam & associates inc	little mountain	SC	10/12/2017 11:36:42 AM (ET)	0	\$510,976.45	\$106,920.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

To: Gary Porth
Construction Procurement Manager

From: John Riggs, P.E.
Assistant Wastewater Engineer

Date: December 7, 2017

Subject: SS7285 – Metro WWTP Dewatering Slab Replacement
Recommendation of Award

As you are aware, the City of Columbia received competitive bids for SS7285 – Metro WWTP Dewatering Slab Replacement on October 12, 2017. A total of four bids were received and opened. The bids have been reviewed and are all deemed responsive to the bid documents. The lowest bid was received from LAD Corporation with a base bid of \$340,719.00 and the bid option of \$74,015.00.

Based on our review, it is our recommendation to award the contract to Lad Corporation for this project in the amount of \$484,734.00 (Contractor Bid of \$340,719.00, the bid option of \$74,015.00 plus an Owner's Contingency of \$70,000.00).

Sincerely,

John Riggs, P.E.
Assistant Wastewater Engineer



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: October 13, 2017

PROJECT: BID #084-16-17-BF Metro WWTP Dewatering Slab Replacement (SS7285- Part B) Mentor Protégé Program (MPP)

Bids for this project were opened publicly at 1:00 p.m., October 12, 2017 in the second floor Conference Room, 1800 Main Street.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program. The apparent *responsive* low bidder is LAD Corporation of West Columbia at \$340,719.00.

Please review for Mentor Protégé Program 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: _____

Juliet M Nelly
Ayesha Driggers Compliance Administrator

DATE: _____

10/13/17



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 10/12/17

Project Number: SS7285 - Part B

Mentor: LAD Corporation

Project Name: Metro WWTP Dewatering
Slab Replacement

Protégé: Lexington Earthworks

Duration of the Project: 60 Days

Project Contract Amount: \$340,719

Protégé Amount: \$68,143

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.

To help Lexington Earthworks improve on knowledge & skill in utility construction.

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.

Improve their operational strategies; help them become independent, help them become competitive in the bidding procedures.

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 hope that at the end of this project, Lexington Earthworks will be able to bid and work on utilities in the streets of Columbia.



CITY OF COLUMBIA

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

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

Mentor: Crew Superintendent, Laborers, Excavator, Mini Excavator, Dump Truck

Protégé: Supervisor, Laborers, Dump Truck, Rubber Tire Backhoe

Subcontractors:

Special Arrangements:

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

a. Description of Mentor's responsibilities: Demolition, Storm Drainage Work, Concrete Slab Work

b. Description of Protégé's responsibilities on project: Demolition, Storm Drainage Work, Concrete Slab Work

c. Description of responsibilities that will be completed as a team: Demolition, Storm Drainage Work, Concrete Slab Work



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

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
Newman & Son Concrete, Inc	803-755-7039	P.O. Box 85265 Lexington, SC 29073	LAD Corporation	\$150,000		44% 50%

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: \$68,143

Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET



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

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

Demolition – 1 Week (Protégé utilized)
Storm Drainage Work – 1 Week (Protégé utilized)
Concrete Slab Work – 3 Weeks (Protégé utilized)

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

By working together as they have done on previous projects.

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

To get Lexington Earthworks accustomed to working in the streets of Columbia and understanding the City's Procedures and Guidelines.

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

Meetings will be held every morning during the work week to discuss strategies and progress.

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

Within 3 business days of receiving payment from the City of Columbia. If Lexington Earthworks becomes in need of payment assistance, LAD can provide assistance.

11. List the Subcontractors that will be used on this project, as well as the information



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

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 LAD Corporation (Mentor Firm) this 12th day of October, 2017.
Corporate SEAL

By: Linda A. Hutto, President
Title: Linda A. Hutto, President



ATTEST:
By: Allen E. Hutto
Title: Allen E. Hutto, VICE President

EXECUTED by Lexington Earthworks (Protégé Firm) this 12th day of October, 2017.
Corporate SEAL

By: Randa Selvak
Title: President



ATTEST:
By: [Signature]
Title: V-President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 13
day of October, 2017.

By: John M. Kelly
Title: Compliance Specialist

Event Number	BID #084-16-17-BF Addendum 2	Organization	City of Columbia, SC
Event Title	Metro WWTP Dewatering Slab Replacement	Workgroup	Purchasing
Event Description	This is a Mentor Protege Program (MPP) project	Event Owner	Brenda Faison
Event Type	IFBs	Email	blfaison@columbiasc.net
Issue Date	9/20/2017 02:29:29 PM (ET)	Phone	
Close Date	10/12/2017 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	Option Total
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Bid No: 084-16-17-BF Metro WWTP Dewatering Slab Replacement (SS7285 Part - B)
Page 31 of 45

Business Information Record

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved ? Yes or No
Newman & Son Concrete, Inc P.O. Box 85265 Lexington, SC 29073	Andy Newman 803-755-7039	Installation of Curb & Gutter and Concrete Slab	\$150,000	50 %		
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ 150,000

I certify this information is true, correct, complete and active.

Business Name:

LAD Corporation of West Columbia

Representative Name / Title:

Linda A. Huth, President

Date:

10/12/17

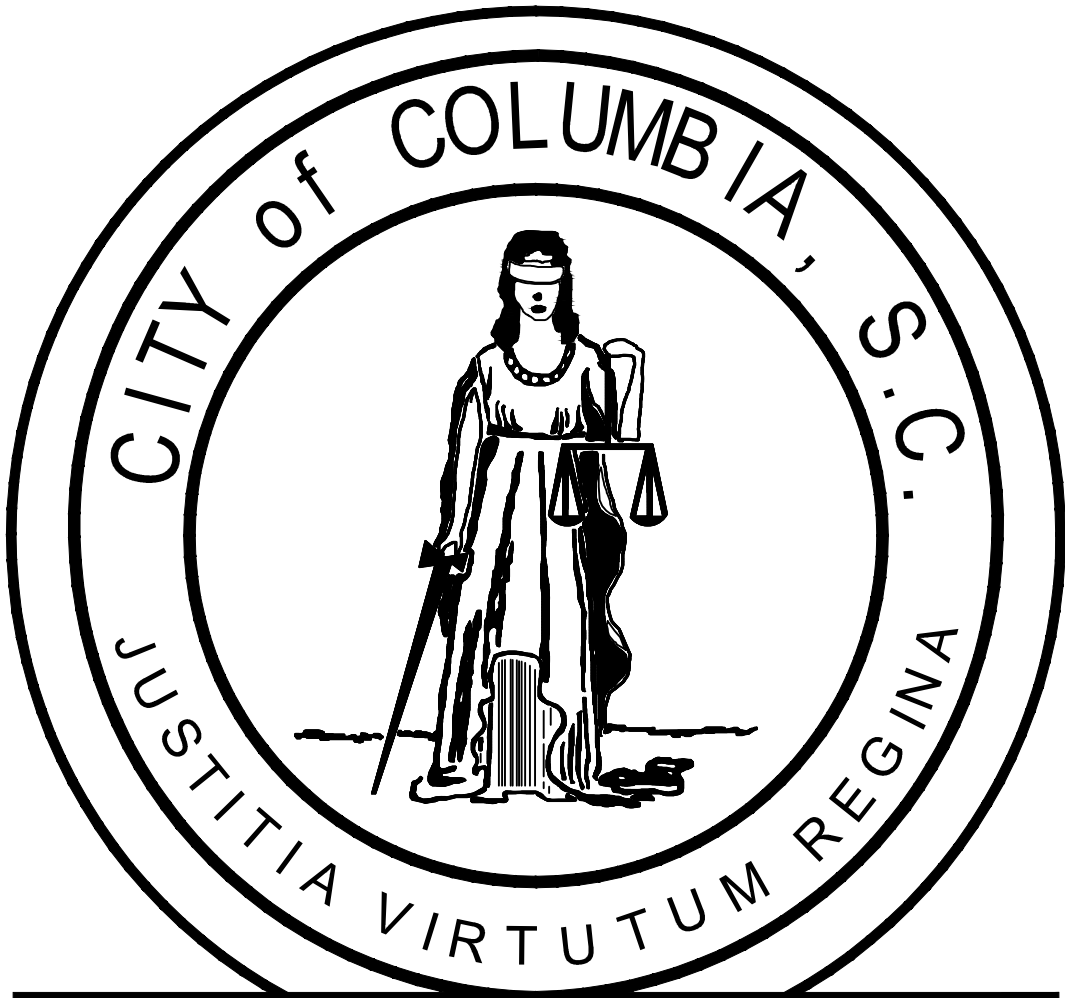
CIP# SS7285-Part B

METRO WWTP DEWATERING SLAB REPLACEMENT

PREPARED FOR

THE CITY OF COLUMBIA

COLUMBIA, SOUTH CAROLINA



We Are Columbia

1136 Washington Street
Columbia, South Carolina 29201
Telephone: (803) 545-3400

BY



CHAO AND ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS

C & A: 577904C
March 31, 2017

MAYOR
STEVEN K. BENJAMIN

CITY COUNCIL
SAM DAVIS
TAMEIKA ISAAC DEVINE
HOWARD E. DUVALL, JR.
EDWARD H. McDOWELL, JR.
DANIEL J. RICKENMANN

CITY MANAGER
TERESA WILSON

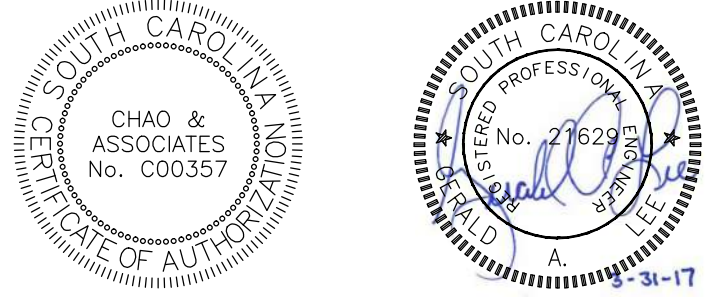
DIRECTOR OF ENGINEERING
JOSEPH D. JACO, P.E.

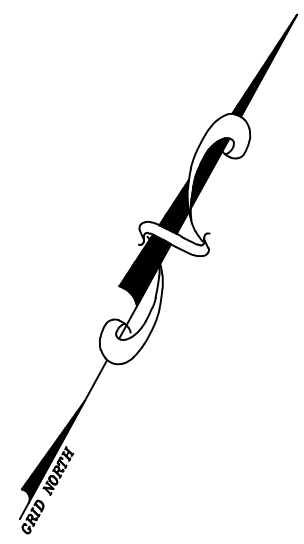
DIRECTOR OF UTILITY OPERATIONS
CLINT SHEALY, P.E.

CITY ENGINEER
DANA R. HIGGINS, P.E.

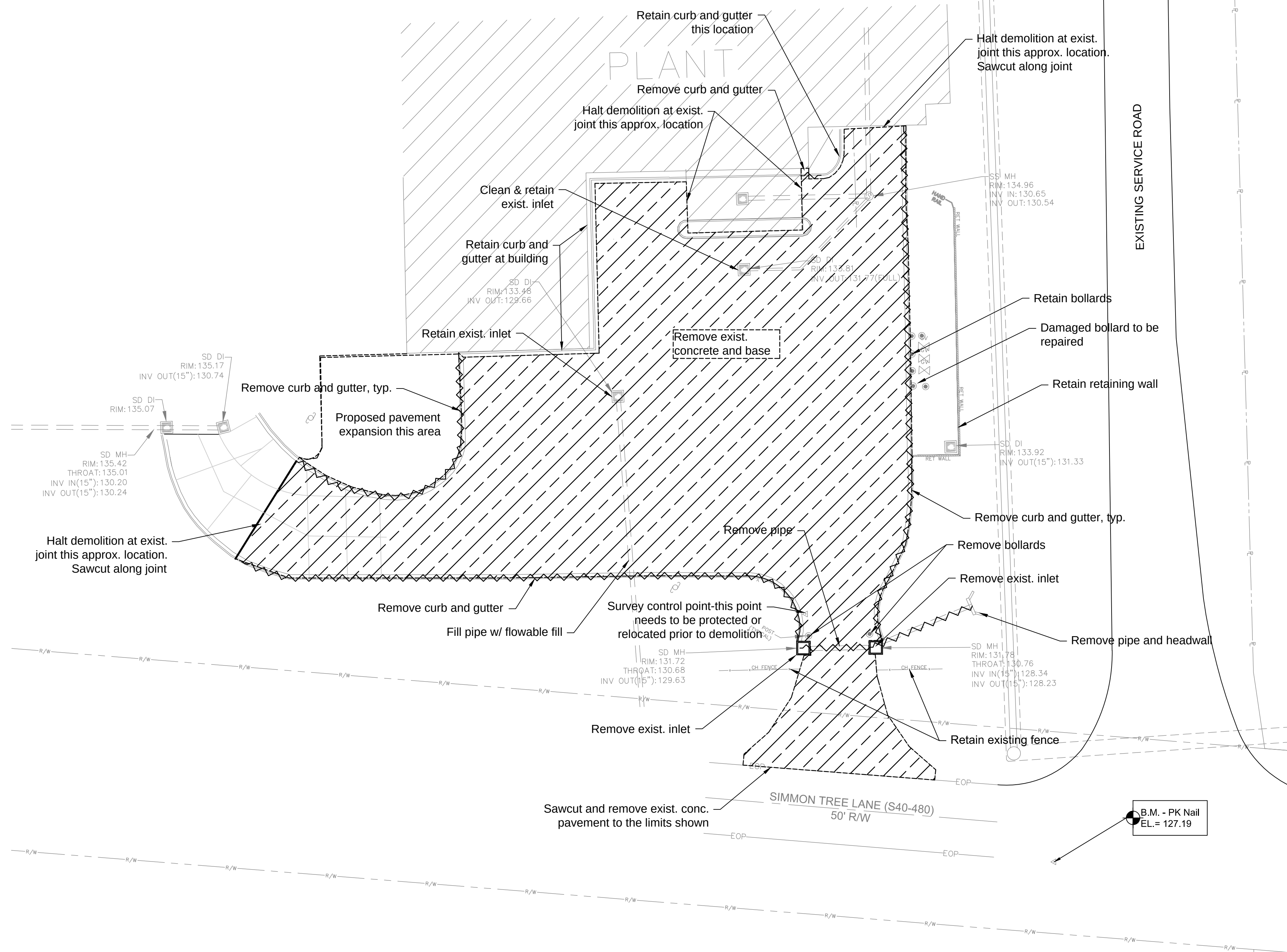
Contacts	Drawing Index	Location Map
Engineer: Chao and Associates, Inc. 7 Clusters Court Columbia, South Carolina 29210 TEL: (803) 772-8420 FAX: (803) 772-9120	C1.0 - Demolition Plan C2.0 - Layout Plan C3.0 - Grading and Drainage Plan C4.0 - Concrete Jointing Plan C5.0 - Sediment and Erosion Control Plan C6.0 - Miscellaneous Details C6.1 - Miscellaneous Details C6.2 - Miscellaneous Details C6.3 - Miscellaneous Details	1" = 2,000'

Drawing file: 577904C_R1.dwg, Plotter: Apr 11, 2017 - 8:42am

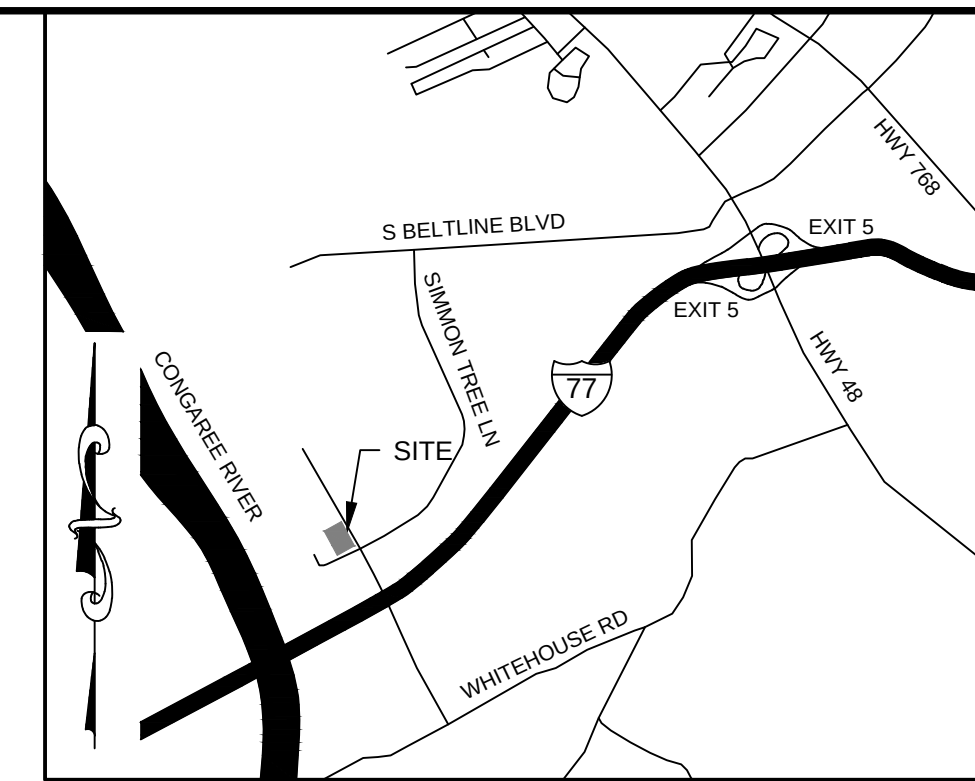




TMS #
11000-01-03
1200 SIMMON TREE LN



LEGEND	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Curb & gutter
	Junction box (JB)
	Drop inlet (DI)
	Curb inlet (CI)
	Storm drain pipe
	Power pole & guy



Location Map

1" = 2,000'

Grading Notes:

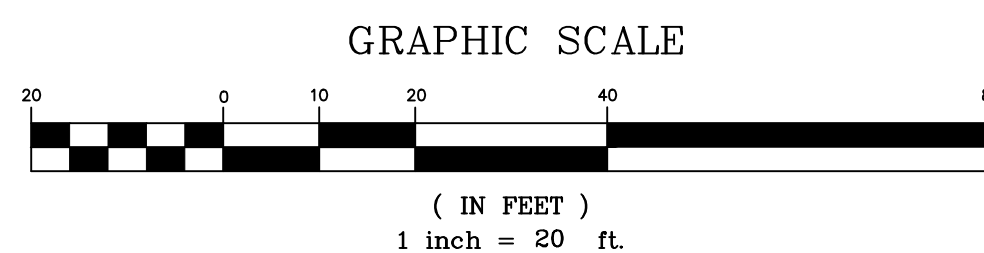
- All work shall be in accordance with the grading code of Richland County and any special requirements of the permit.
- A pre-construction meeting on site is required before the start of grading with the following parties present: owner, grading contractor, design civil engineer, soil engineer, Richland County, and DHEC officials.
- Approved copies of the grading and erosion control plans shall be on the permitted site while work is in progress.
- Cut and fill slopes shall be no steeper than 3-foot horizontal to 1-foot vertical (3:1) except where specifically approved otherwise.
- Construction material and equipment shall not occupy any portion of the public right-of-way, such as street, alley or public sidewalk at any time. Temporary use of public right-of-way, whenever requested, must be reviewed and approved by SCDOT or other authority having jurisdiction.
- Contractor shall furnish measurements of the storm drainage system to the engineer for the preparation of record drawings. Measurements shall be taken by a professional land surveyor licensed to practice in the state of South Carolina. Measurements shall be furnished in electronic format compatible with AutoCAD release 2004 minimum.

Demolition Notes

- No work shall be performed until all permits have been received.
- All erosion control measures must be installed prior to start of land disturbance activities. clearing will be allowed only to facilitate installation of perimeter control measures.
- All excess and deleterious material shall be removed from site and disposed of in a legal and approved of manner.
- All fees associated with the disposal of excess and deleterious materials shall be the responsibility of the contractor.
- Excavation is defined as unclassified excavation of every description regardless of materials encountered.
- Any items designated to be salvaged shall be removed and stored in a location to be determined by the Owner away from the work area so as to minimize damage.

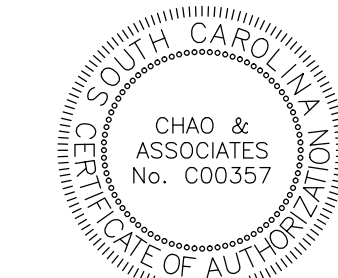
References:

- Topographic survey performed by City of Columbia. Benchmark: PK Nail in edge of pavement Simmon Tree Lane Elev. 127.19



Chao & Associates, Inc.

Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Demolition Plan
Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City of Columbia; Columbia, SC

Drawn: GHH Checked: GAL

Revised:

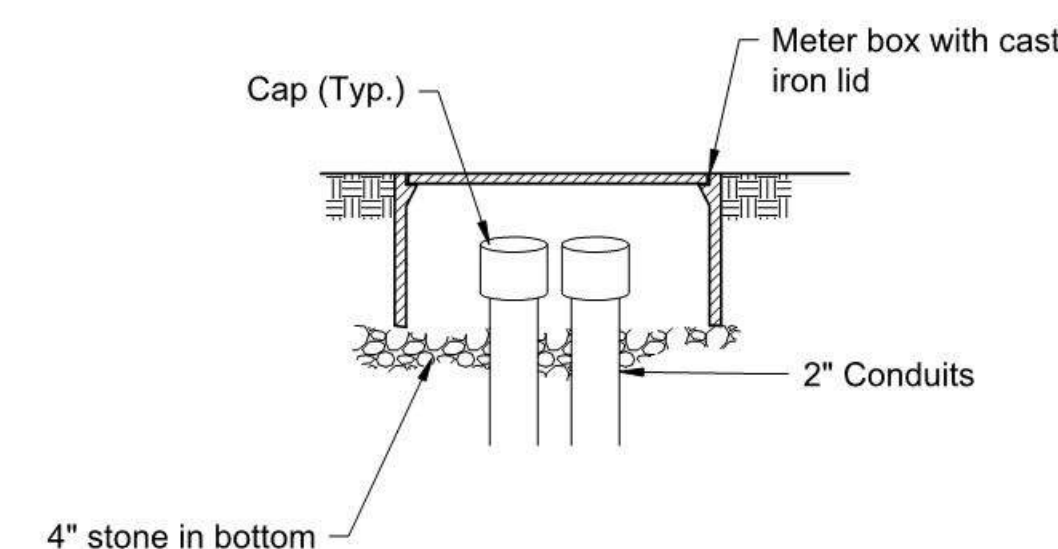
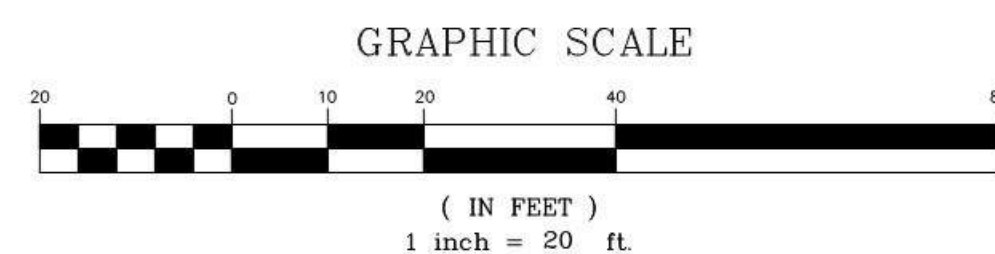
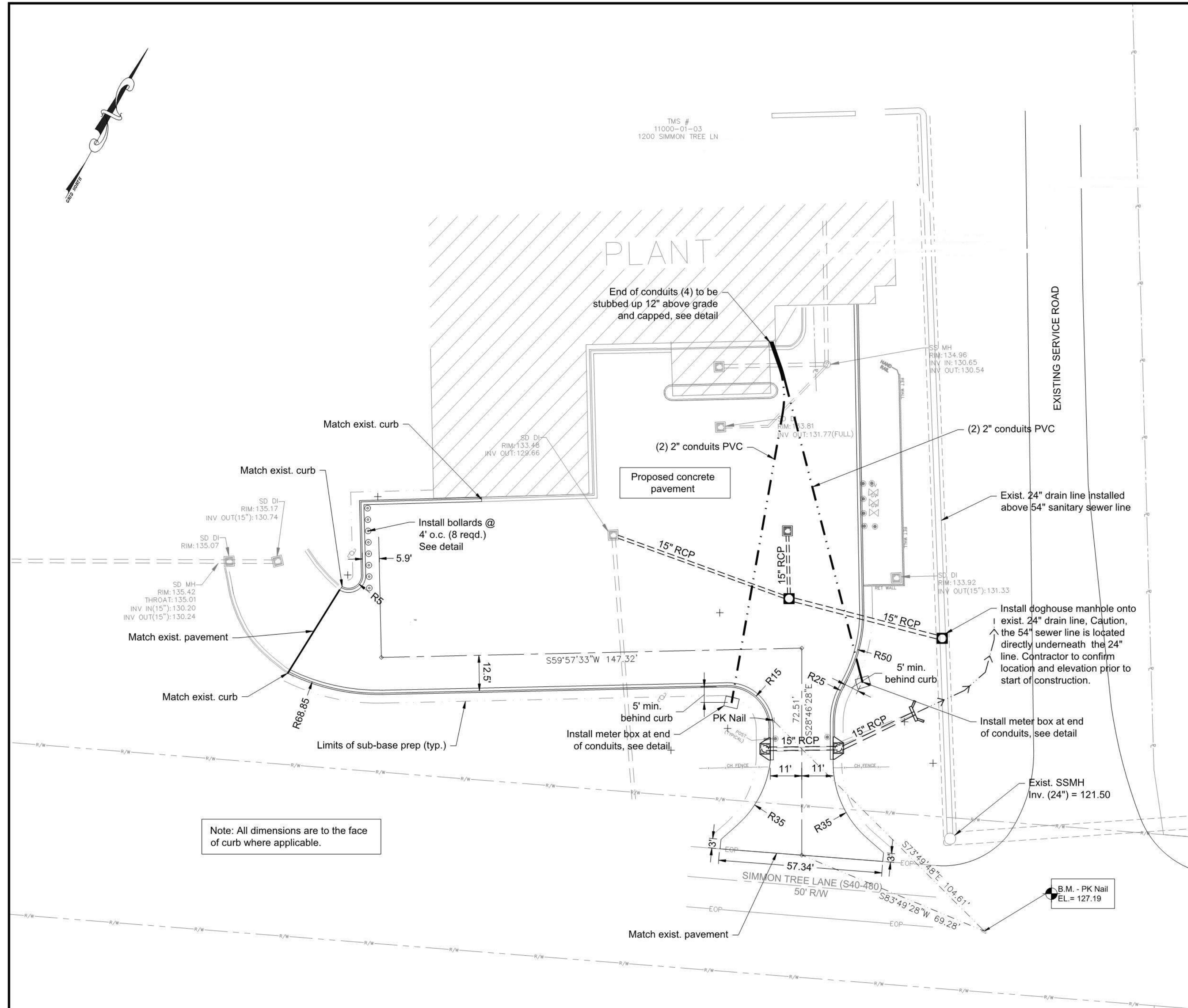
File: 577904C R1.dwg Project No.: 577904

C1.0

Sheet Number

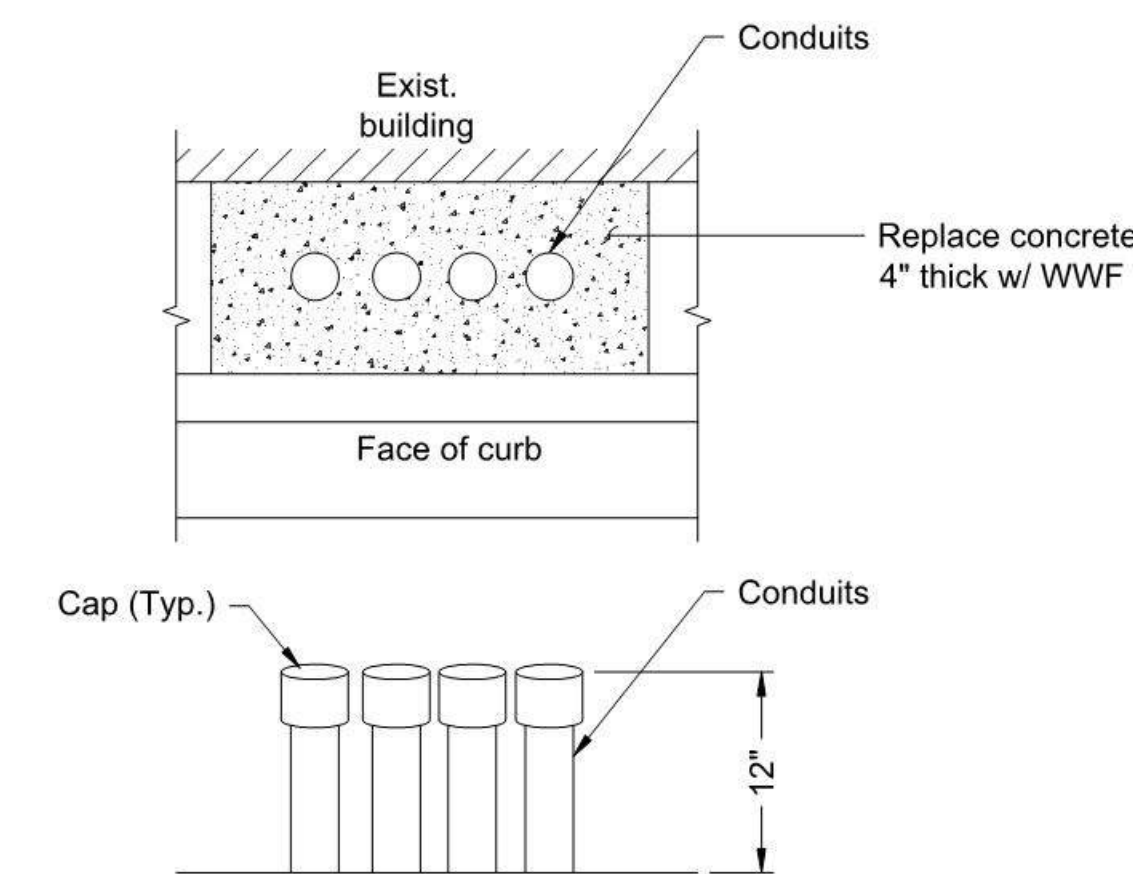
March 31, 2017

Date



Conduit Stub Out Behind Curb

Not to Scale



Conduit Stub Out at Building

Not to Scale

Construction notes:

1. Contractor is cautioned that the location and/or elevation of existing utilities shown herein are based on records provided by the utility company and information obtained from the field. Contractor shall verify all existing field conditions and utilities prior to beginning work.
2. Contractor is required to contact Palmetto Utility Protection Service (811) three days prior to any digging or commencing construction.
3. Provide silt fence and other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
4. Contractor shall repair any damage caused to any existing site features to remain including, but not limited to, buildings, pavement, curb and gutter, storm drains, underground utilities, fencing, etc. in their entirety. Repairs shall be at the contractor's expense.
5. Hydroseed shall be installed in all areas disturbed by construction that are not intended to be covered by impervious material, unless otherwise indicated.
6. If necessary, slopes which exceed four vertical feet or 3:1 slopes should be stabilized with an approved turf reinforcing mat in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed daily until slope is brought to grade.
7. Contractor shall take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required.
8. All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized to the satisfaction of Richland County.
9. Contractor shall abide by all provisions of the applicable city and or county storm drainage and erosion control ordinances as well as the South Carolina Sediment Reduction Act.
10. All excavation is unclassified. Excess material is to be removed from the site and disposed of in a legal manner.
11. All construction staking shall be provided at the contractor's expense.



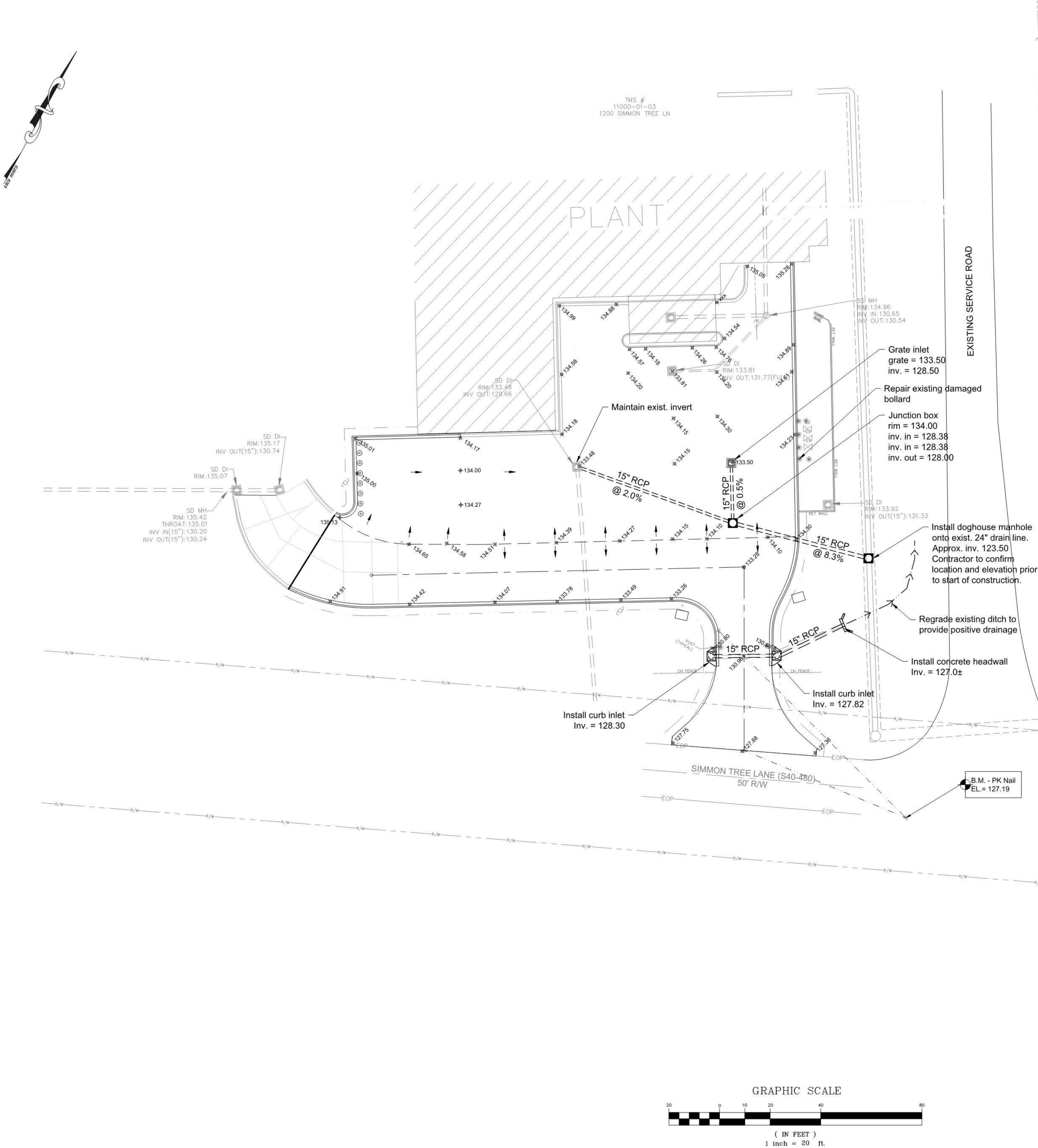
Chao & Associates, Inc.
Civil - Structural - Survey
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Voice: (803) 772-8420
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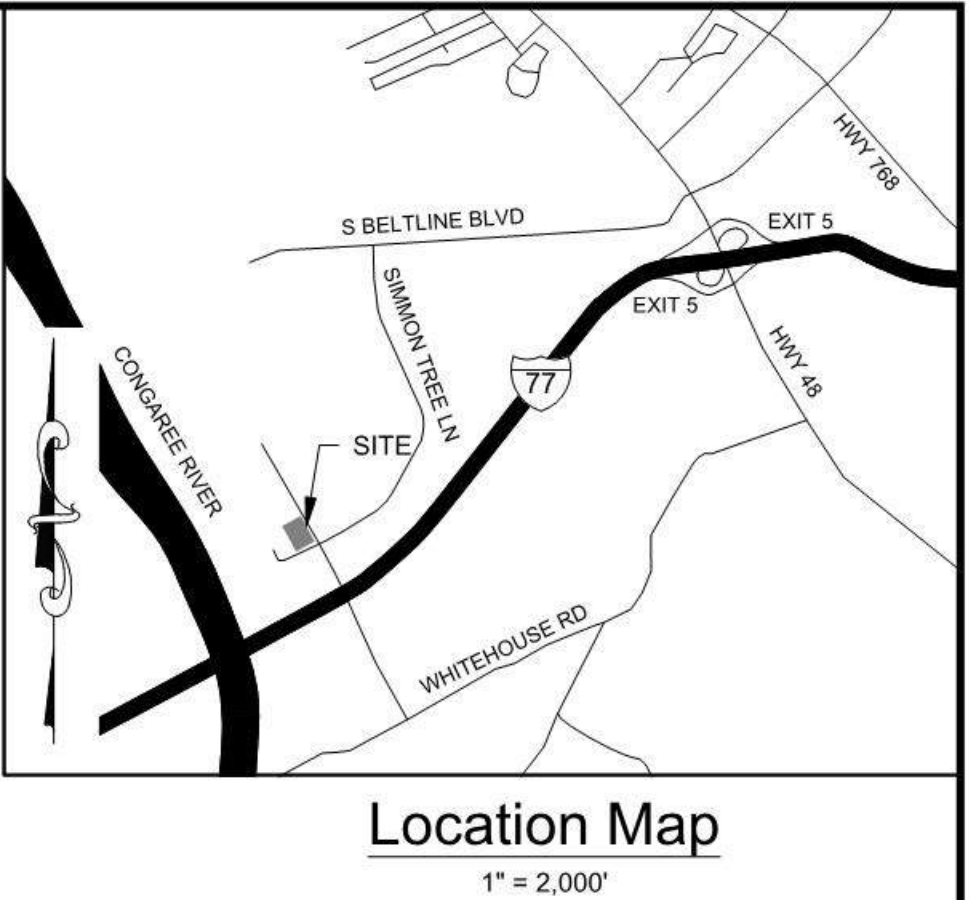
Grading and Drainage Plan
Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City of Columbia; Columbia, SC

Drawn: GHH Checked: GAL
Revised:
File: 577904C R1.dwg Project No.: 577904

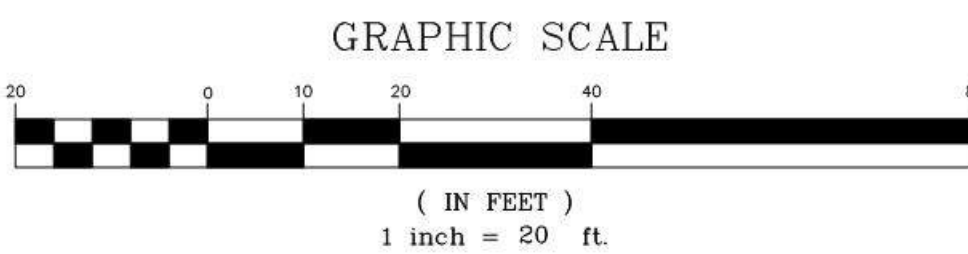
C3.0
Sheet Number
March 31, 2017
Date

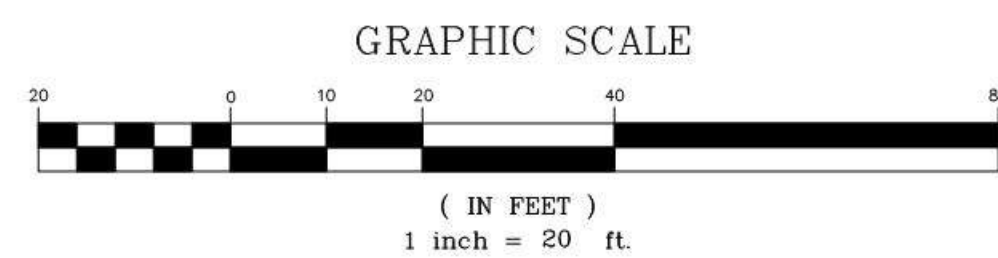
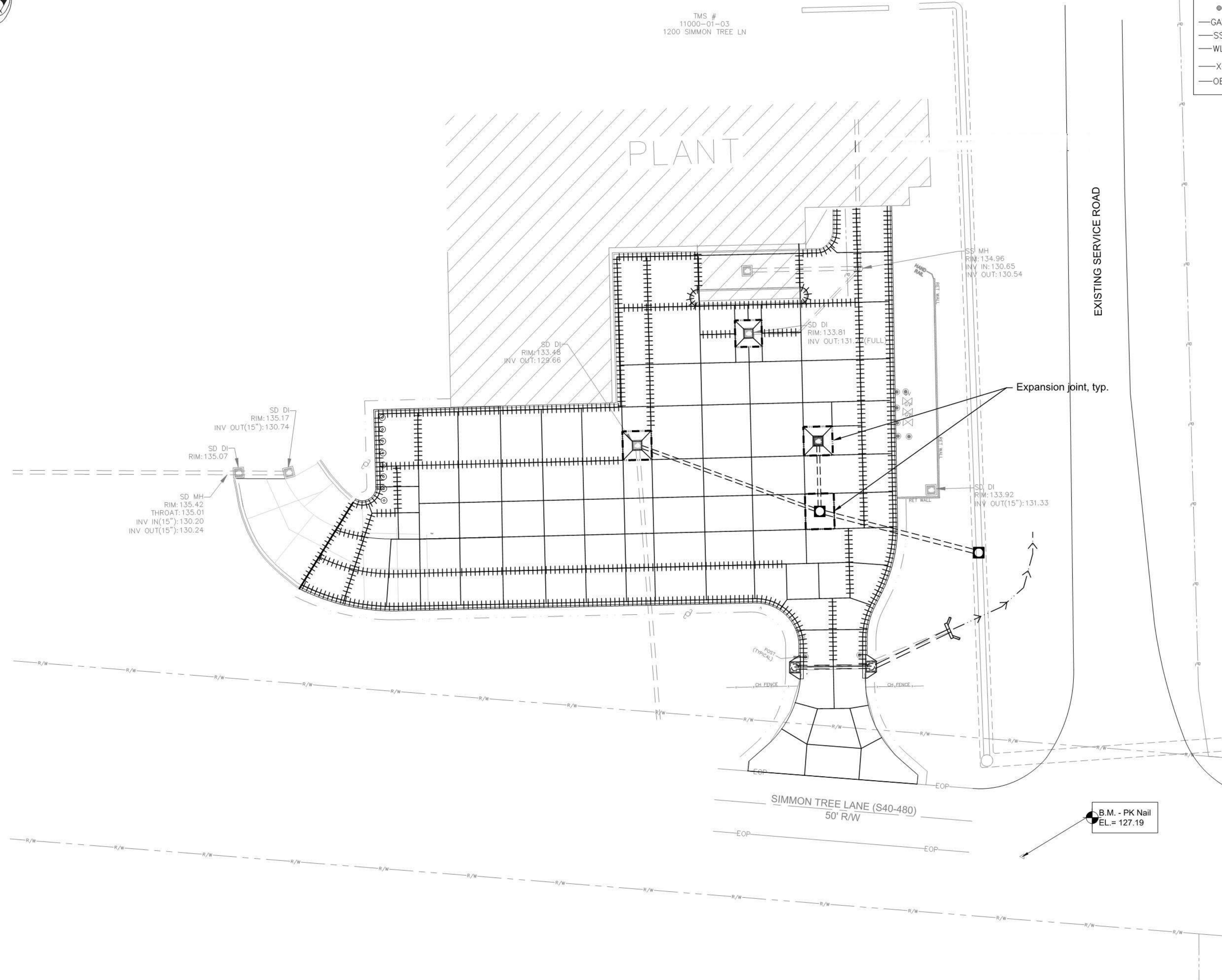
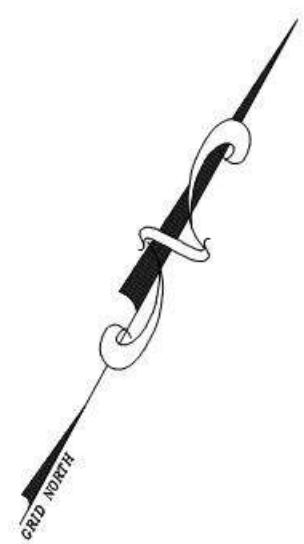


LEGEND	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Curb & gutter
	Junction box (JB)
	Drop inlet (DI)
	Curb inlet (CI)
	Storm drain pipe
	Power pole & guy

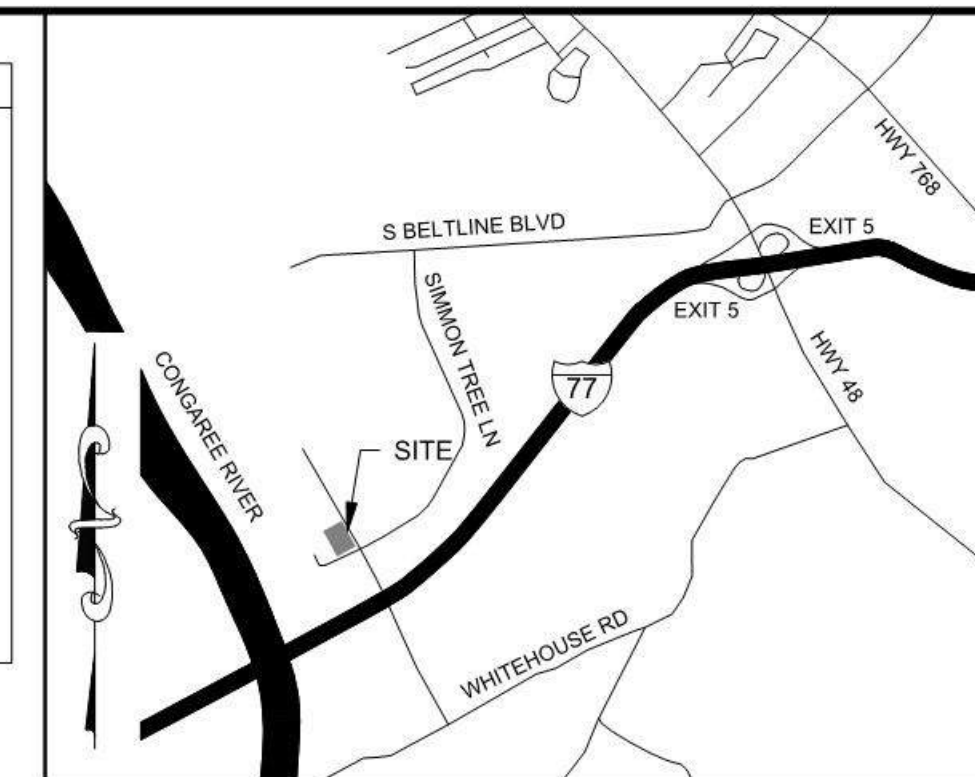


- Grading Notes:**
- All work shall be in accordance with the grading code of Richland County and any special requirements of the permit.
 - A pre-construction meeting on site is required before the start of grading with the following parties present: owner, grading contractor, design civil engineer, soil engineer, Richland County, and DHEC officials.
 - Approved copies of the grading and erosion control plans shall be on the permitted site while work is in progress.
 - Cut and fill slopes shall be no steeper than 3-foot horizontal to 1-foot vertical (3:1) except where specifically approved otherwise.
 - Construction material and equipment shall not occupy any portion of the public right-of-way, such as street, alley or public sidewalk at any time. Temporary use of public right-of-way, whenever requested, must be reviewed and approved by SCDOT or other authority having jurisdiction.
 - Contractor shall furnish measurements of the storm drainage system to the engineer for the preparation of record drawings. Measurements shall be taken by a professional land surveyor licensed to practice in the state of South Carolina. Measurements shall be furnished in electronic format compatible with AutoCAD release 2004 minimum.





LEGEND	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
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	Sanitary sewer line
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	Overhead electric
	Curb & gutter
	Junction box (JB)
	Drop inlet (DI)
	Curb inlet (CI)
	Storm drain pipe
	Power pole & guy



Location Map
1" = 2,000'

+++++ Grade 40 deformed bars required for dowel
All other joints to be A615 grade 40 smooth bars.

Jointing Notes

1. 15' Maximum transverse joint spacing 1.00" dia. smooth dowels; 18" long; 12" c-c
2. 15' Maximum longitudinal joint spacing #4 tie bars; 30" long; 30" c-c
3. Initial saw joint depth: 2 inches
4. Silicone joint sealant 3/8" wide joint reservoir
5. Surface texture to be broom finish.
6. All joints shall meet ACI 330.

Additional information can be found in the geotechnical report included in the project manual
Geotechnical Engineering Report
City of Columbia WWTP - Entrance Pavement Replacement
1200 Simmon Tree Lane
Columbia, South Carolina
Prepared by Terracon (project# 73165219)
Dated: January 20, 2016



Chao & Associates, Inc.

Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Concrete Jointing Plan
Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City of Columbia, Columbia, SC

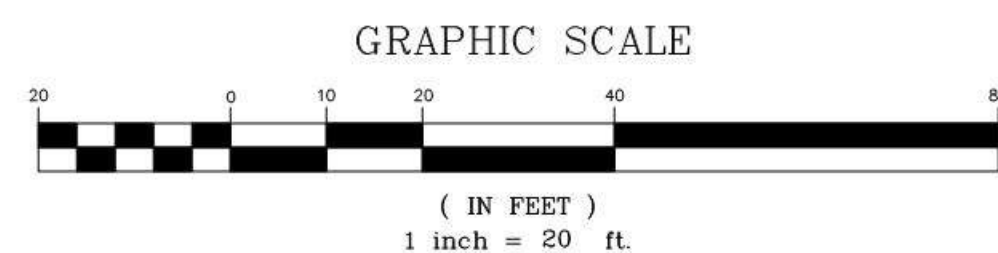
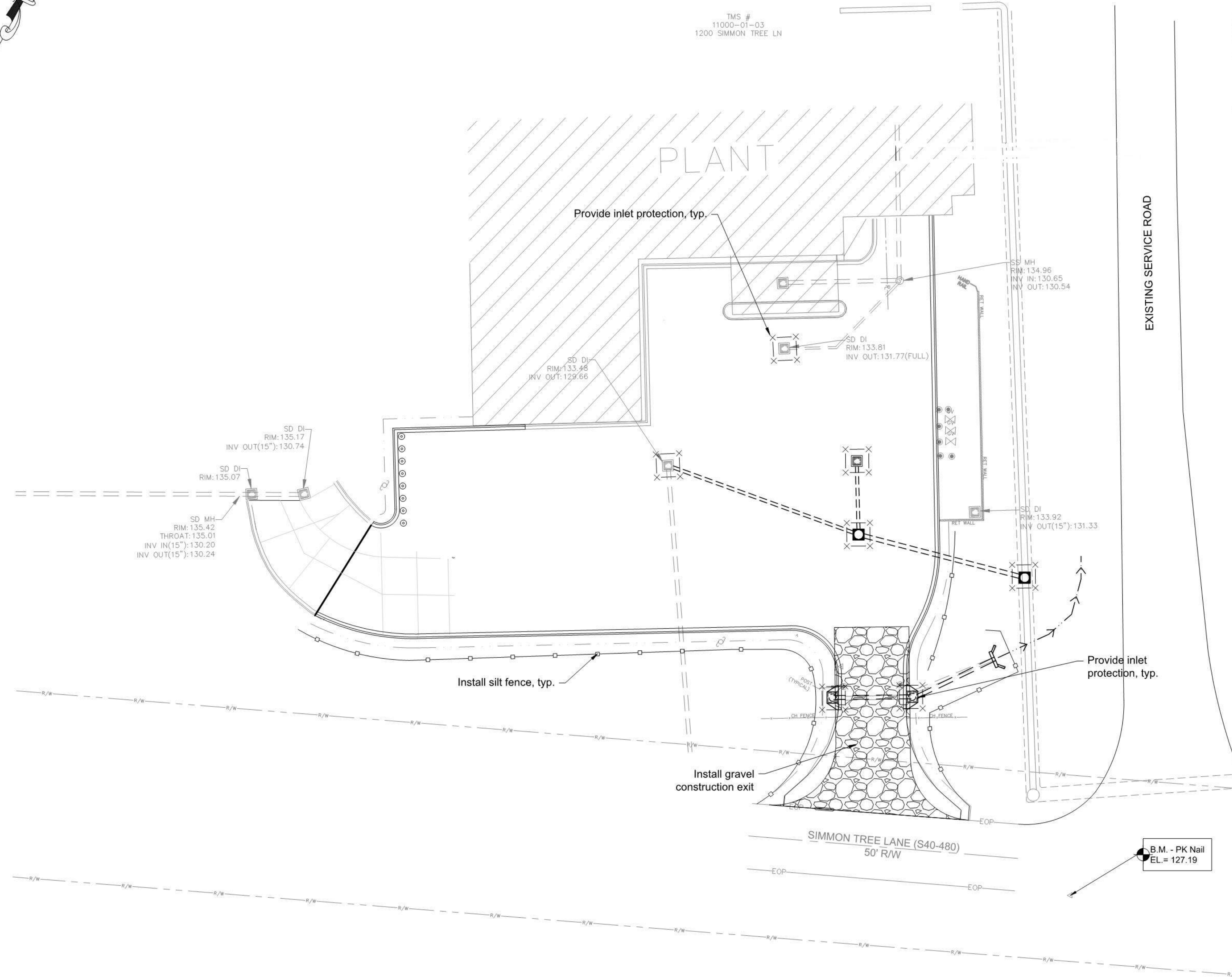
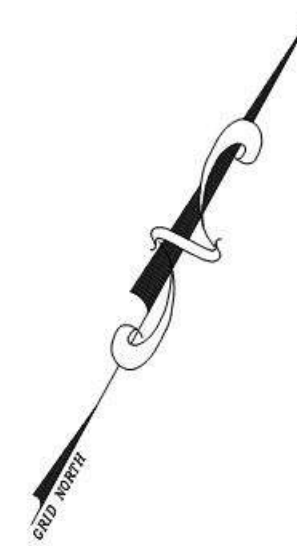
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Revised:

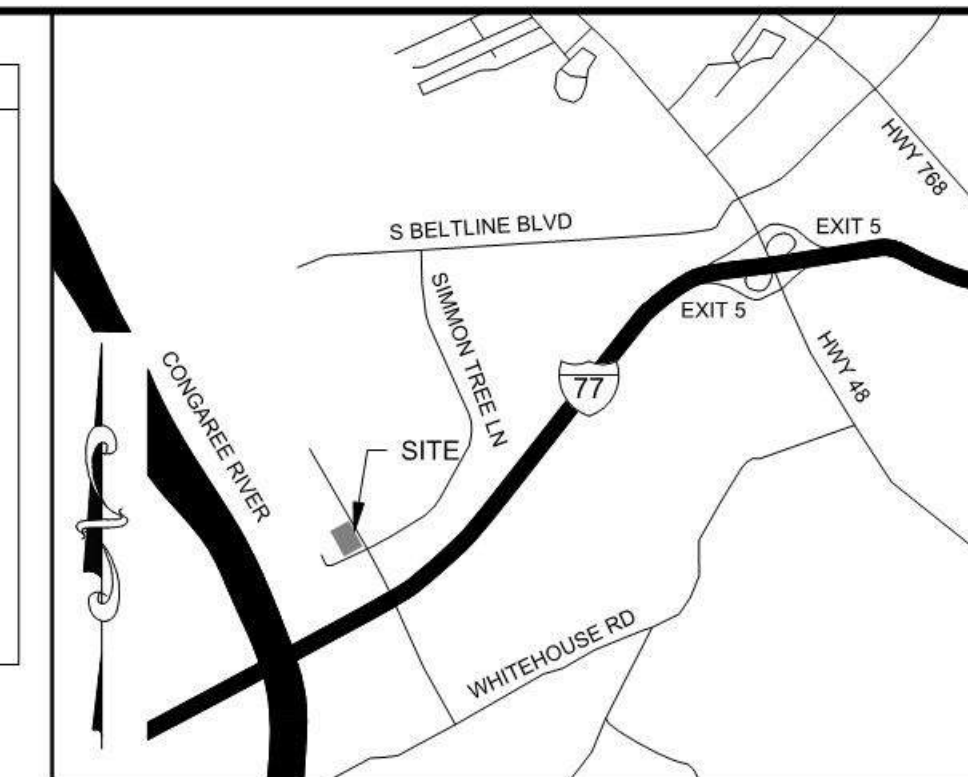
File: 577904C R1.dwg Project No.: 577904

C4.0

Sheet Number
March 31, 2017
Date



LEGEND	
	Fire hydrant
	Water valve
	Water meter
	Gas valve
	Sanitary sewer manhole
	Cleanout (CO)
	Natural gas line
	Sanitary sewer line
	Water line
	Fenceline
	Overhead electric
	Curb & gutter
	Junction box (JB)
	Drop inlet (DI)
	Curb inlet (CI)
	Storm drain pipe
	Power pole & guy



Location Map
1" = 2,000'

Flood Certification

I hereby certify that I have consulted the National Flood Insurance Program, "Flood Insurance Rate Map", map number 45079C0160H, panel number 160 of 275, effective date: 2/20/2002. I have determined that the above site lies within a designated flood hazard area.

Gerald A. Lee
Gerald A. Lee, P.E.
SC Reg. Professional Engineer #21629

Area of disturbance: 0.5 acres

"I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to regulation 72-300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000."

Construction notes:

- Contractor is cautioned that the location and/or elevation of existing utilities shown herein are based on records provided by the utility company and information obtained from the field. Contractor shall verify all existing field conditions and utilities prior to beginning work.
- Contractor is required to contact Palmetto Utility Protection Service (811) three days prior to any digging or commencing construction.
- Provide silt fence and other erosion control devices, as may be required, to control soil erosion during construction. All disturbed areas shall be cleaned, graded and stabilized with grassing immediately after completion of construction in the area.
- Contractor shall repair any damage caused to any existing site features to remain including, but not limited to, buildings, pavement, curb and gutter, storm drains, underground utilities, fencing, etc. in their entirety. Repairs shall be at the contractor's expense.
- Hydroseed shall be installed in all areas disturbed by construction that are not intended to be covered by impervious material, unless otherwise indicated.
- If necessary, slopes which exceed four vertical feet or 3:1 slopes should be stabilized with an approved turf reinforcing mat in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed daily until slope is brought to grade.
- Contractor shall take necessary action to minimize the tracking of mud onto the paved roadway from construction areas. Contractor to daily remove mud/soil from pavement as required.
- All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized to the satisfaction of Richland County.
- Contractor shall abide by all provisions of the applicable city and or county storm drainage and erosion control ordinances as well as the South Carolina Sediment Reduction Act.
- All excavation is unclassified. Excess material is to be removed from the site and disposed of in a legal manner.
- All construction staking shall be provided at the contractor's expense.



Sediment and Erosion Control Plan
Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City Of Columbia; Columbia, SC

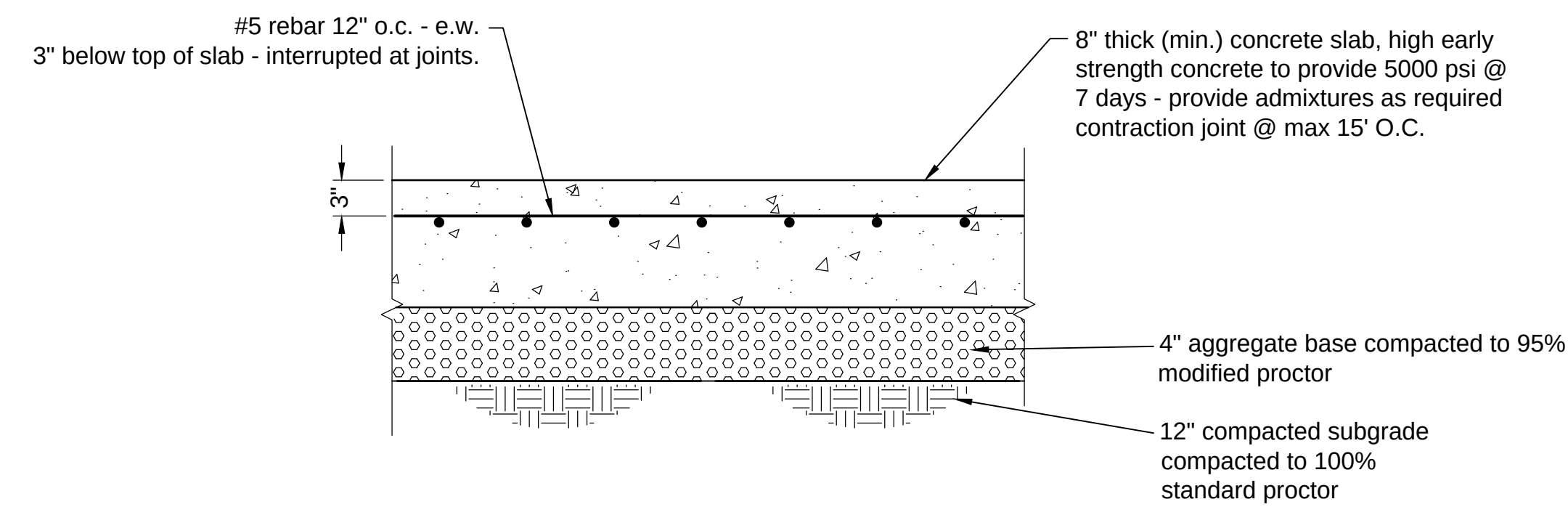
Drawn: GHH Checked: GAL

Revised:

File: 577904C R1.dwg Project No.: 577904

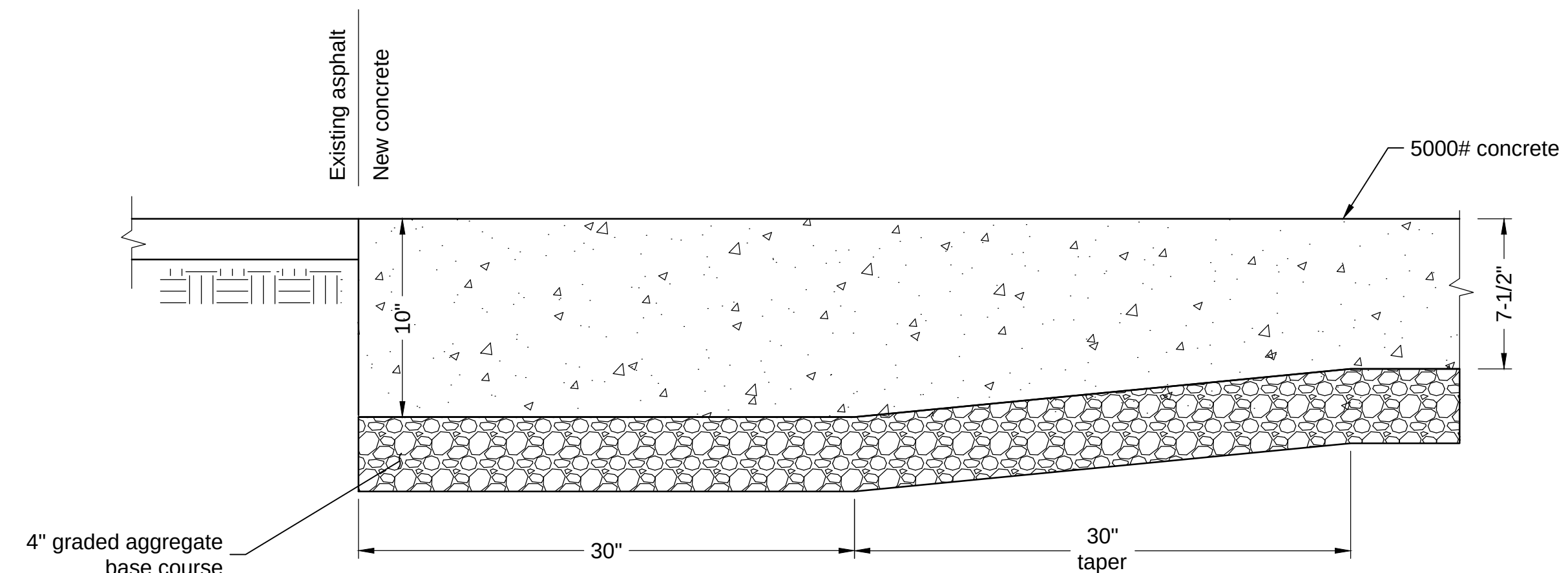
C5.0

Sheet Number
March 31, 2017
Date



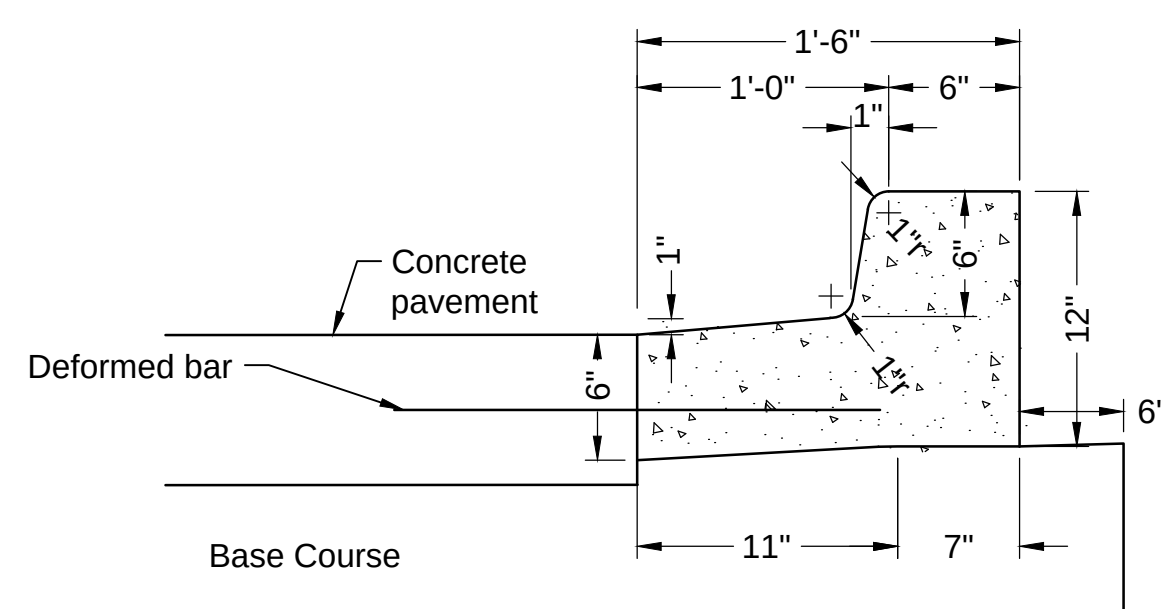
References:
Geotechnical Engineering Report
City of Columbia WWTP - Entrance Pavement Replacement
1200 Simmon Tree Lane
Columbia, South Carolina
Prepared by Terracon (project# 73165219)
Dated: January 20, 2016

Typ. Concrete Pavement Section
Not to Scale

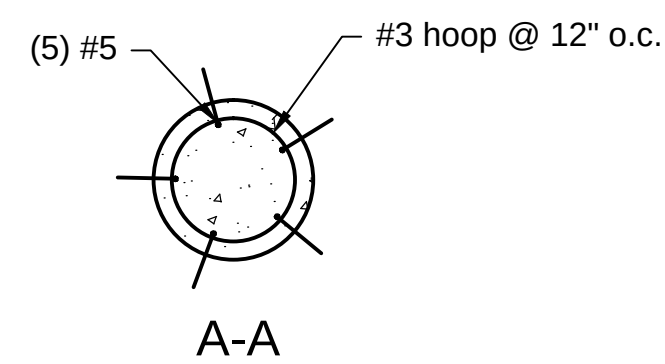
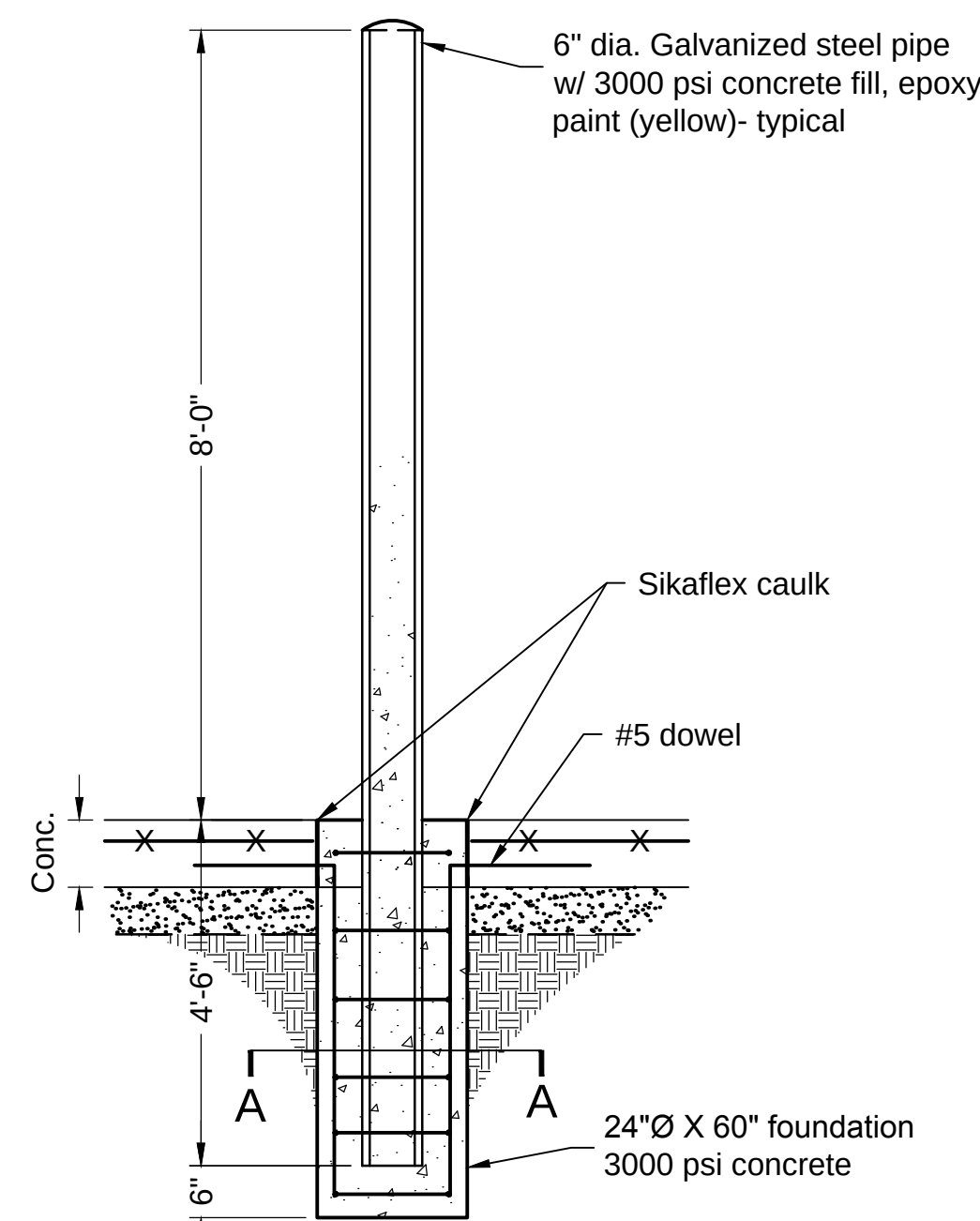


Thickened Edge of Drive Slab Section
Not to Scale
Use this detail wherever concrete
pavement butts up to existing asphalt

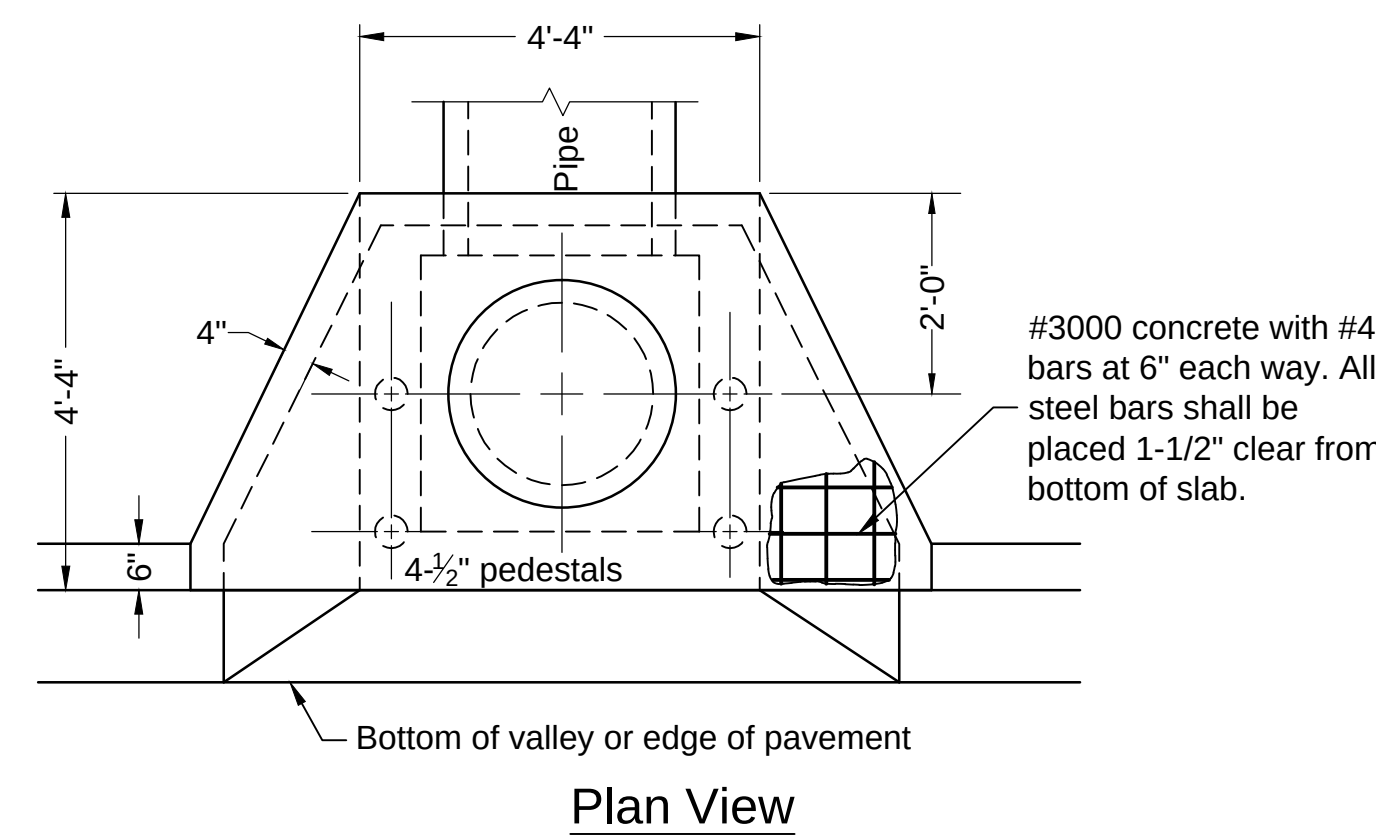
- Notes:
1. Curb and gutter to be constructed in 10 foot lengths.
 2. A 1/2" expansion joint shall be provided at intervals not to exceed 50 feet. At the ends and mid-point of returns, and at any point where the new curb and gutter abuts other concrete structures.
 3. 5' long transitions shall be provided between normal gutter and pitched gutter, unless otherwise noted on the paving plans.
 4. Normal curb and gutter will be used where the pavement slopes toward the curb.
 5. Pitched curb and gutter will be used where the pavement slopes away from the curb.



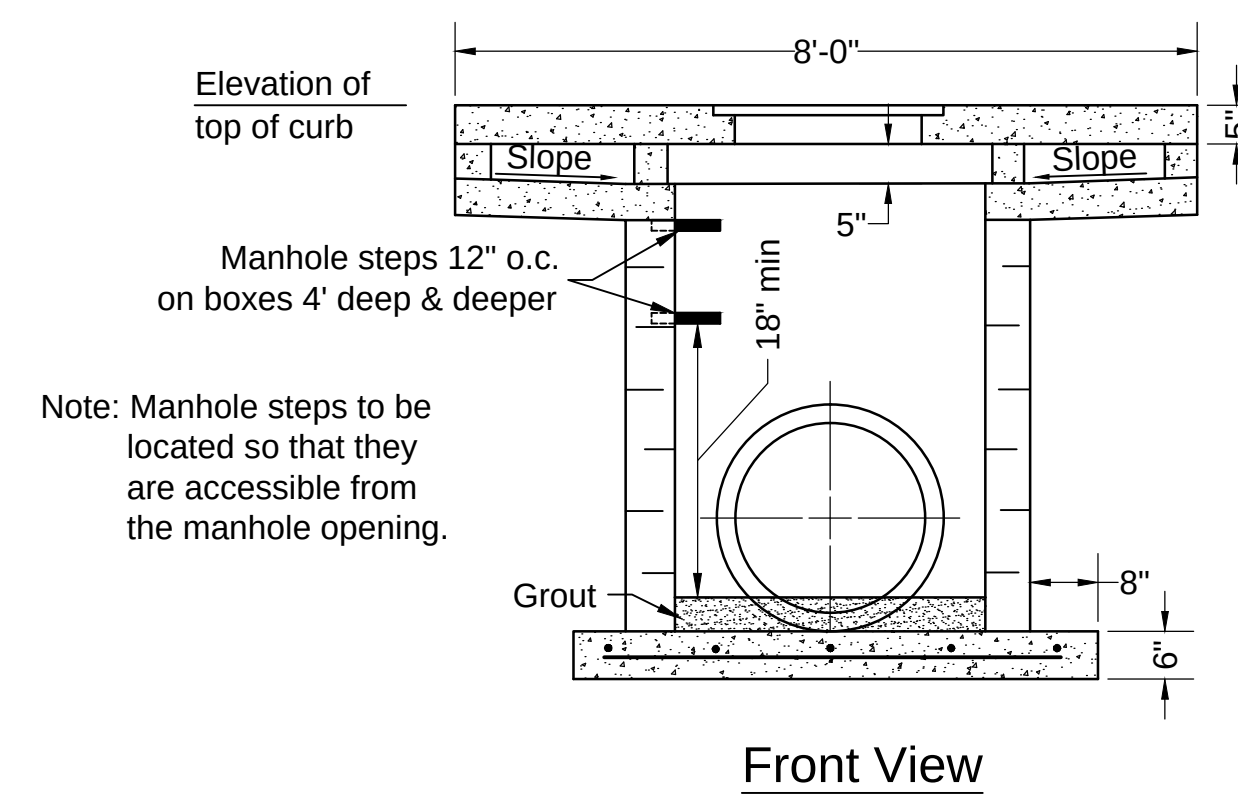
Detail Of 1'-6" Concrete Curb & Gutter
Not to Scale



Traffic Bollard
Not to Scale

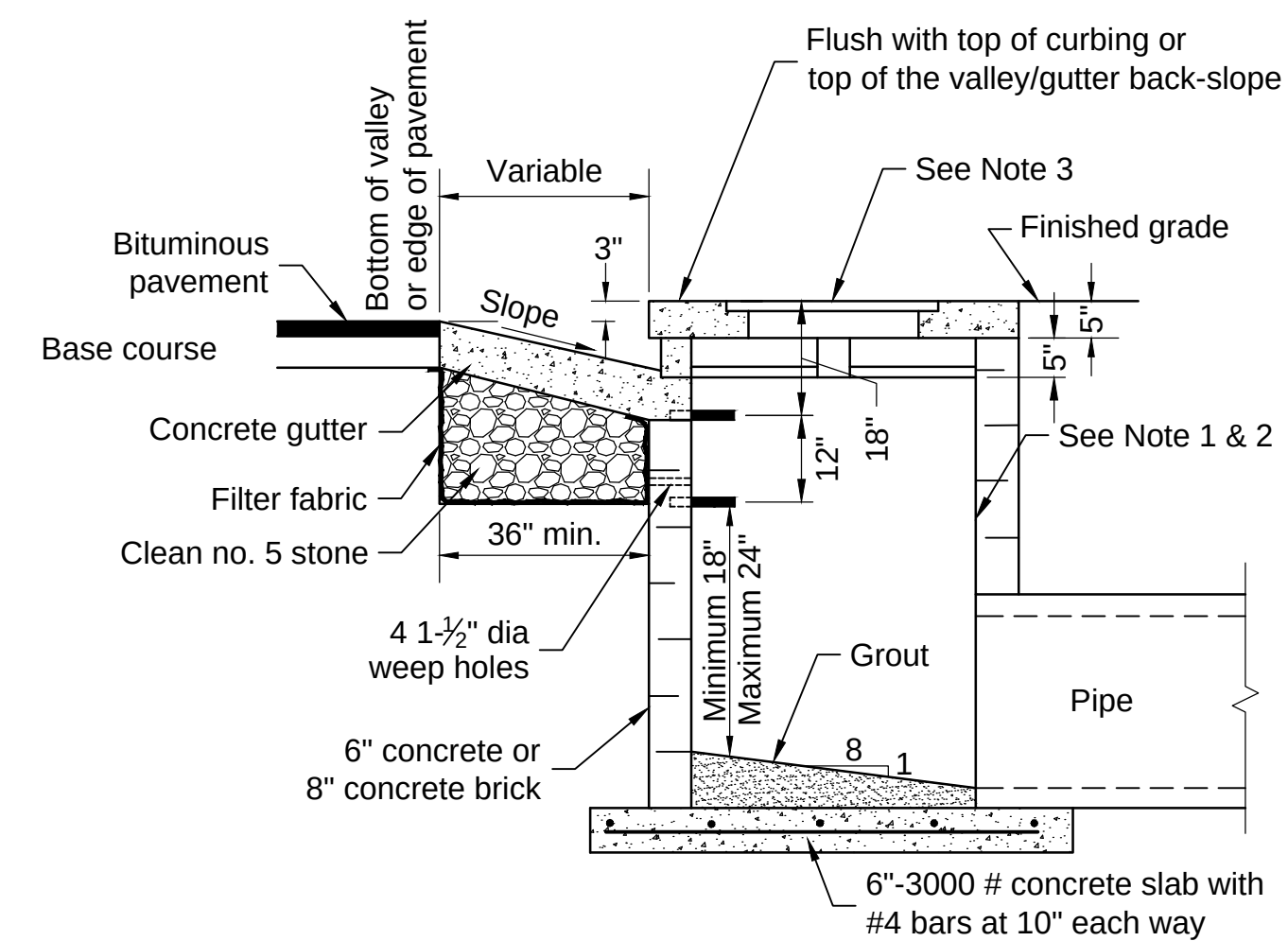


Plan View



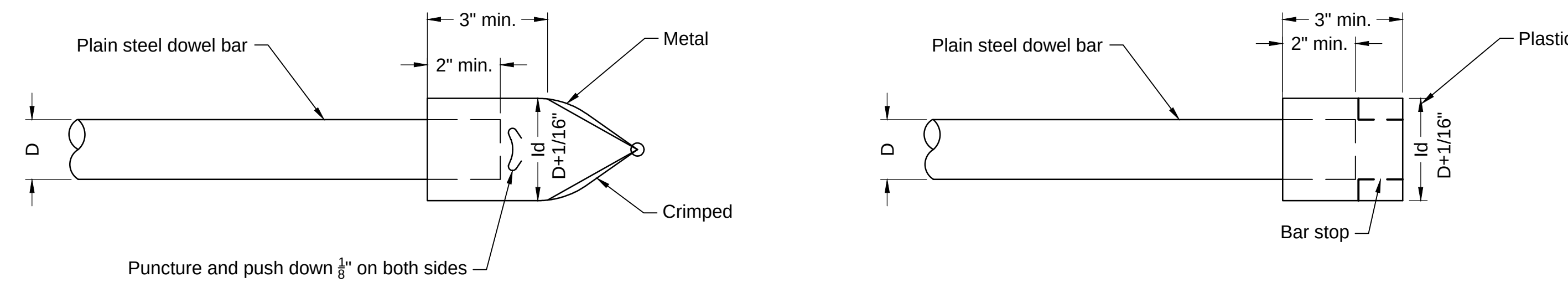
Front View

- Notes:
1. For 18" -24" i.d. Pipes use 3'0" box.
 2. For pipes over 24" i.d. Make length & width of cb = o.d. Of pipe plus 6" each side.
 3. Top & frame as manufactured by Sumter Machinery Co. No's top MC-5 & frame MF-3 or approved equal.
 4. All catch basins must have a 3'0"x3'0" finished opening.
 5. Steps are required in catch basins 4' deep or deeper from top. Steps are to be 12" on center (must conform to astm-c-478 or equivalent).
 6. Catch basin steps are to be located so that they are accessible from the manhole opening.

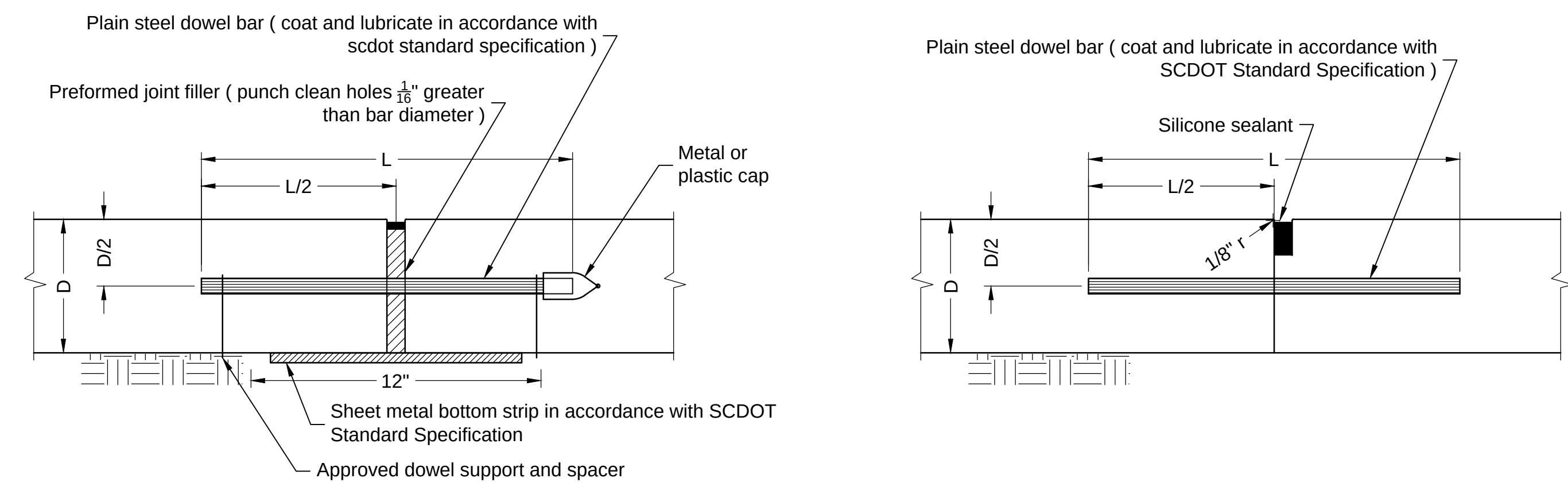


Side View

Catch Basin (Curb Inlet)
Not to Scale



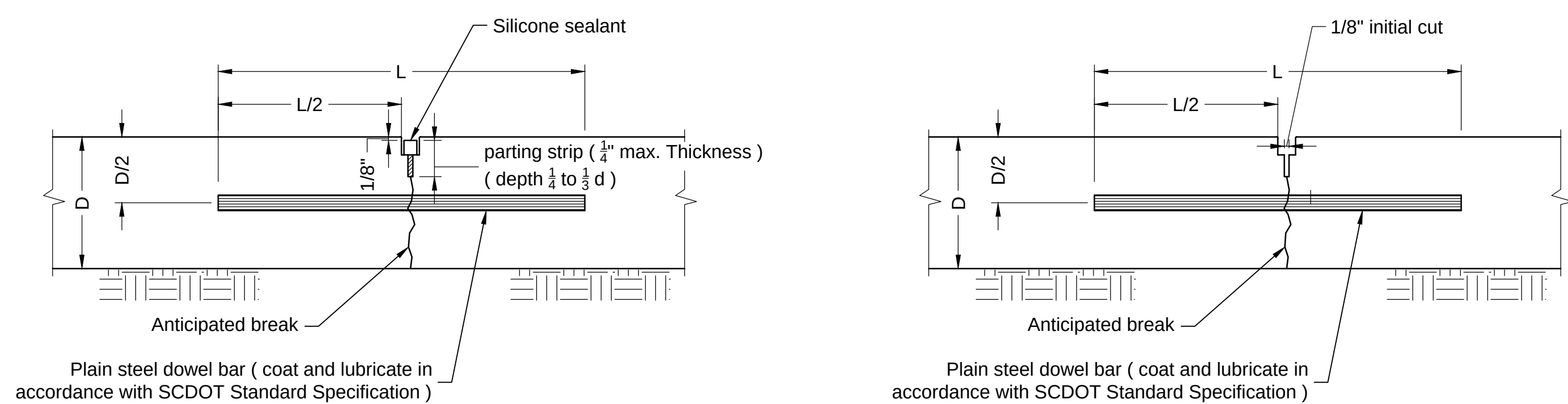
Metal Or Plastic Caps For Dowel Bars



Note: expansion joints to be placed at locations indicated on plans

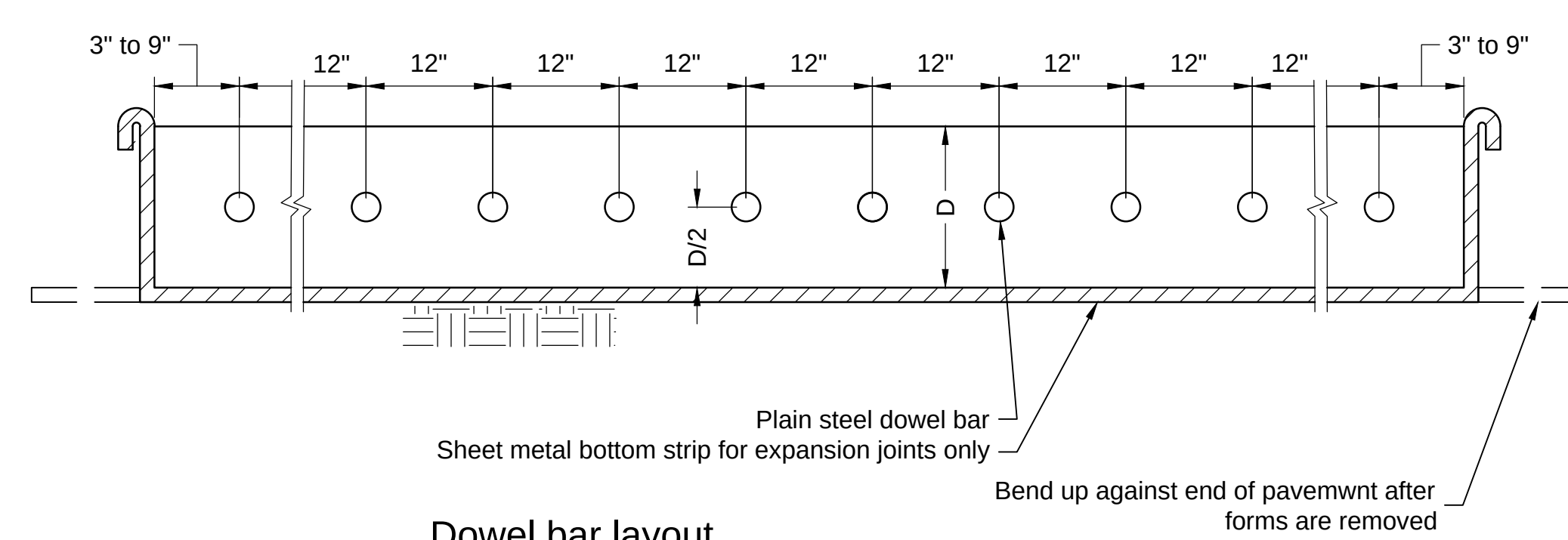
Transverse Expansion Joint

Butt Construction Joint to Be Used at Discontinuances of Work



Transverse Contraction Joint Vibro Method

Transverse Contraction Joint Sawed Method

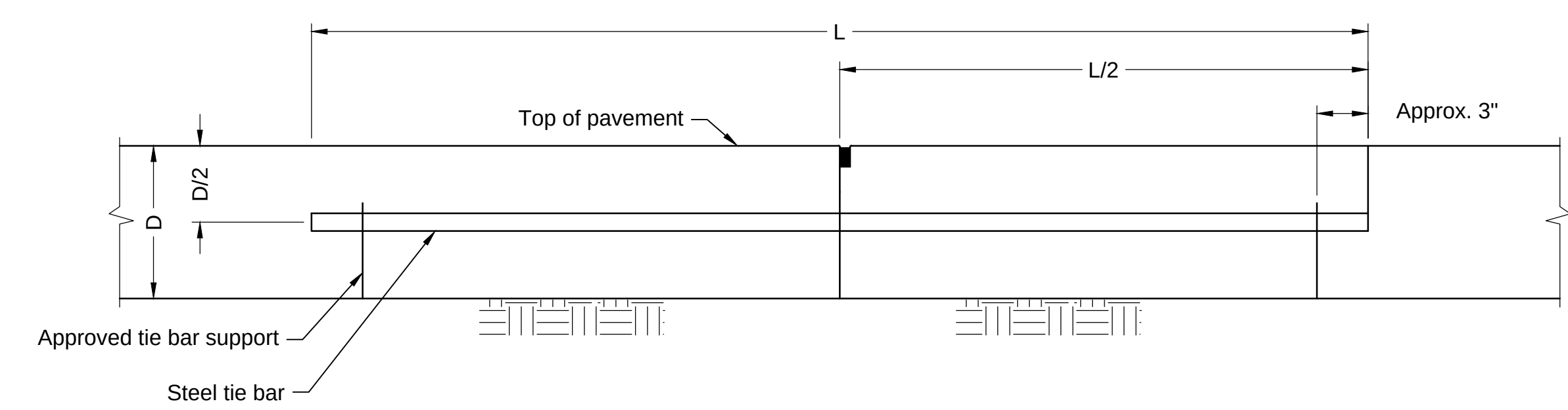


Dowel bar layout

Note: Transverse joints are to be placed at a maximum of 15'. Dowels are required at all transverse joints unless otherwise noted in plans

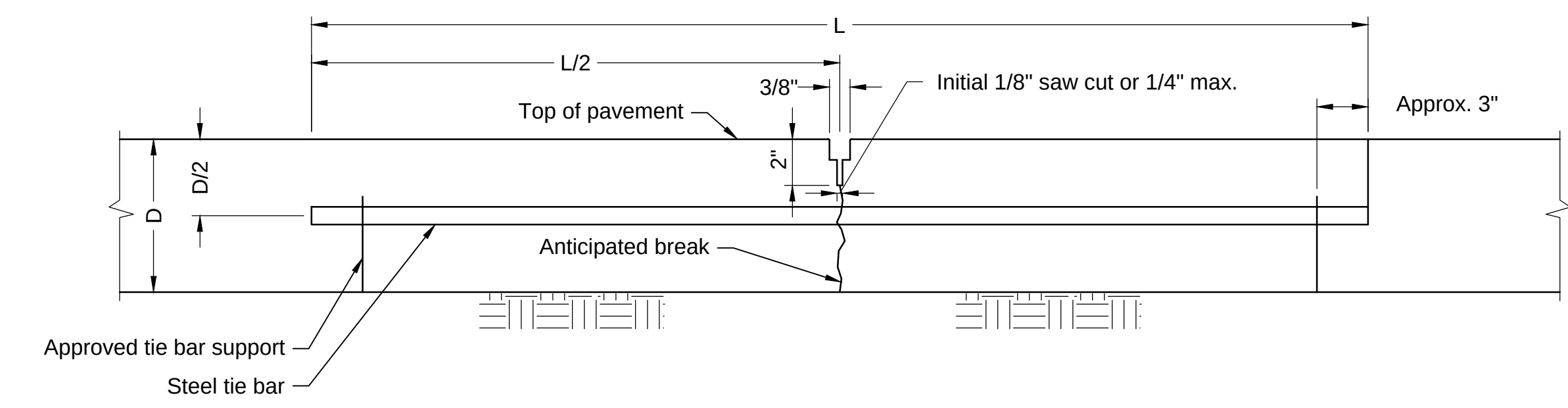
Transverse Joints
Not to Scale

dowels (Length 18")	
Pavement Thickness "D"	diameter
6"-6 1/2"	3/4"
7"-8 1/2"	1"
9"-10 1/2"	1 1/4"
>= 11"	1 1/2"



Note: tie bar spacing shall not exceed 30" at these joints

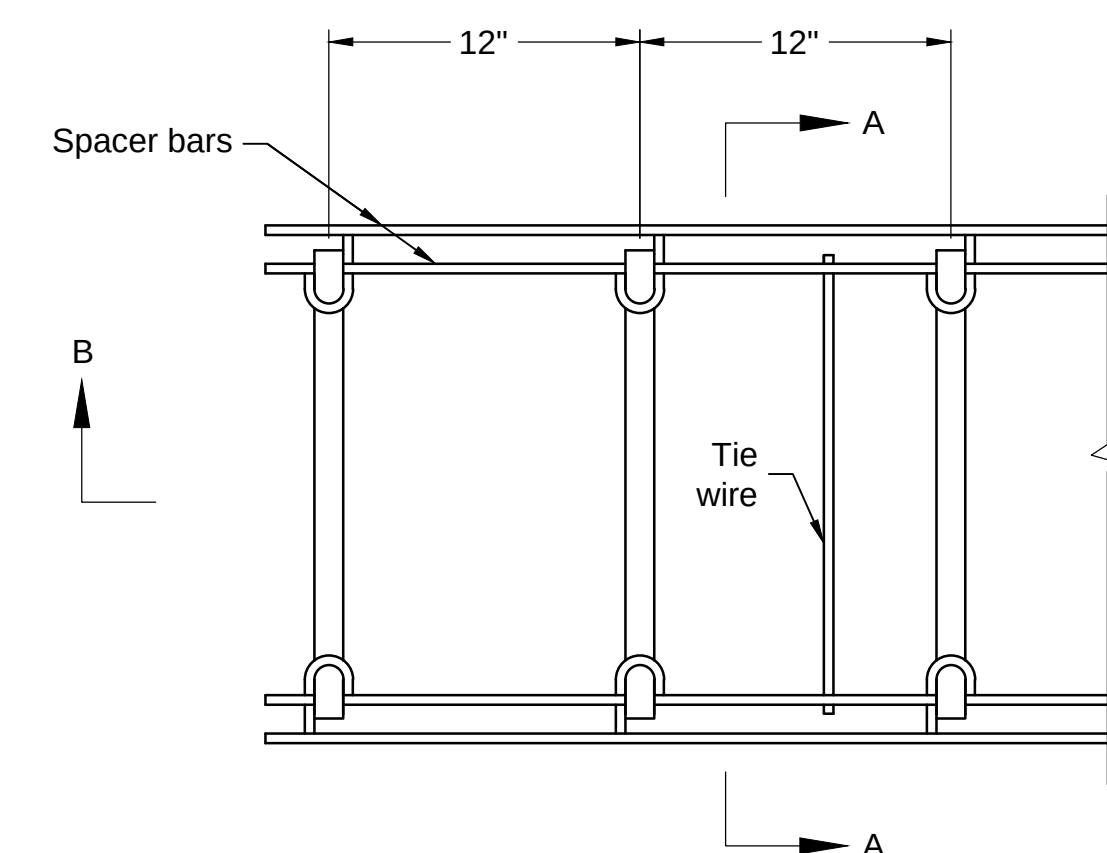
Longitudinal butt construction joint



Note: slabs poured simultaneously. Tie bars may be inserted in the plastic concrete by means approved by the engineer.

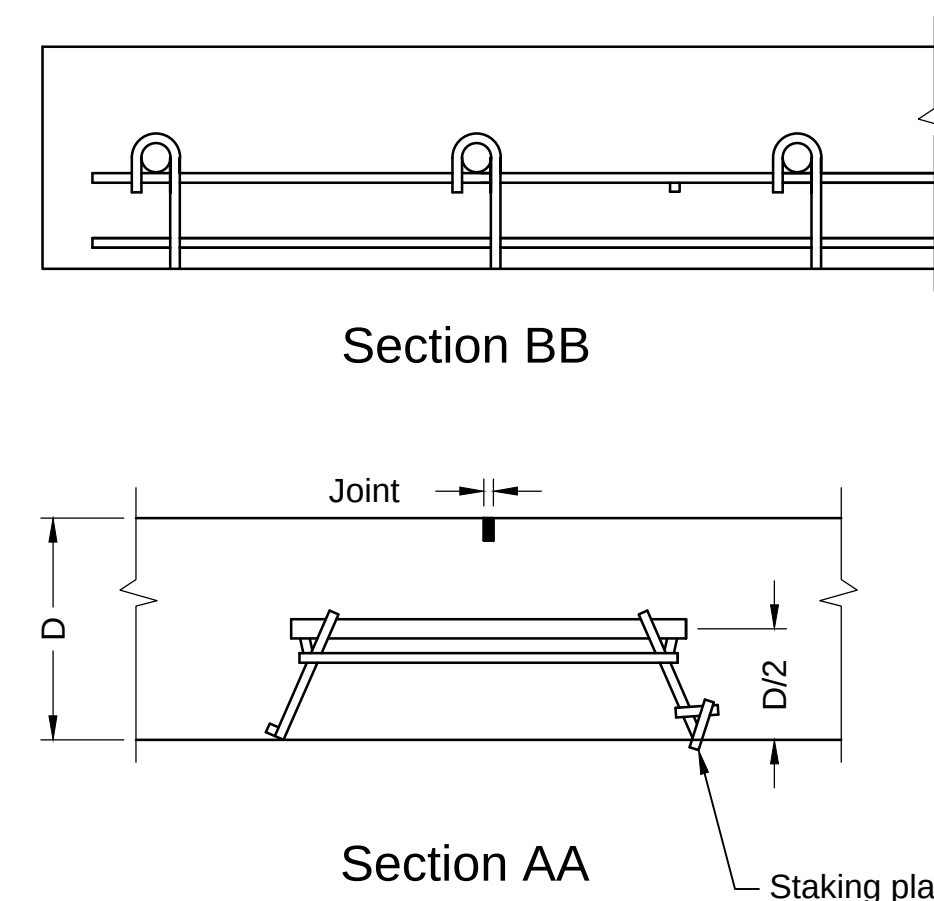
Longitudinal - tie joint

Longitudinal Joints
Not to Scale



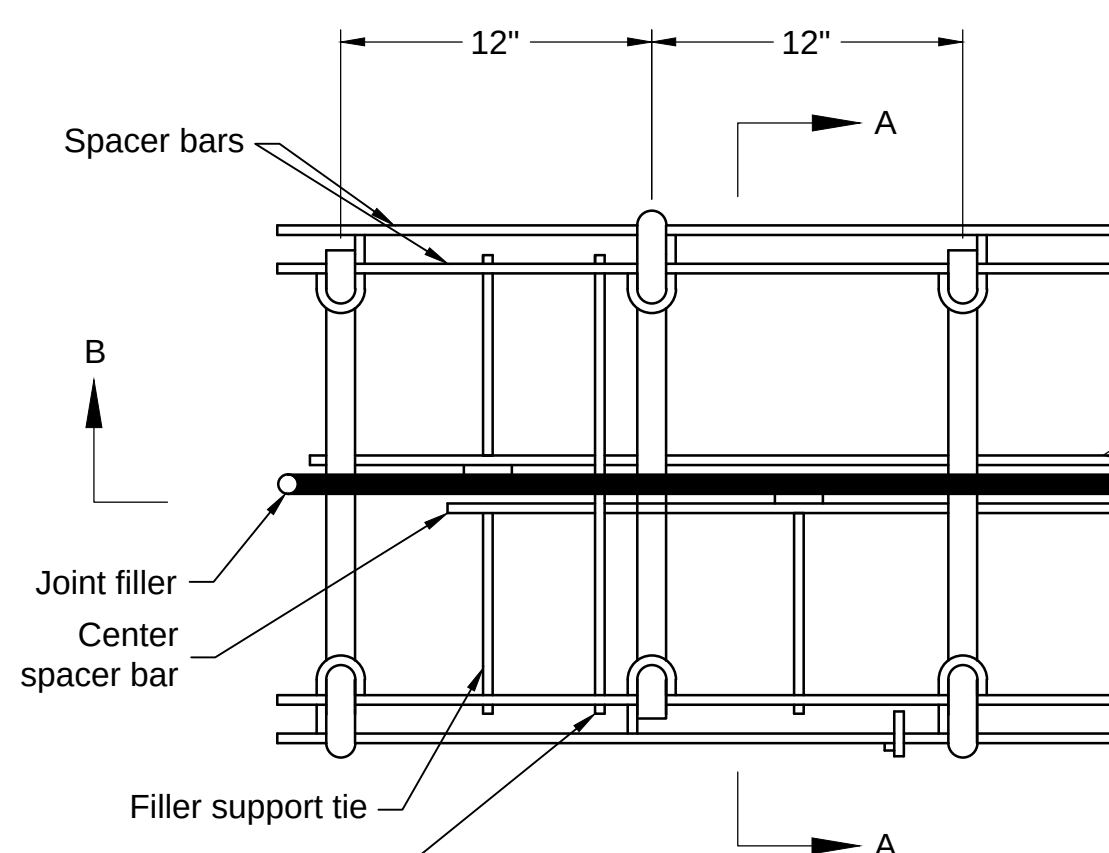
Top view

Section BB



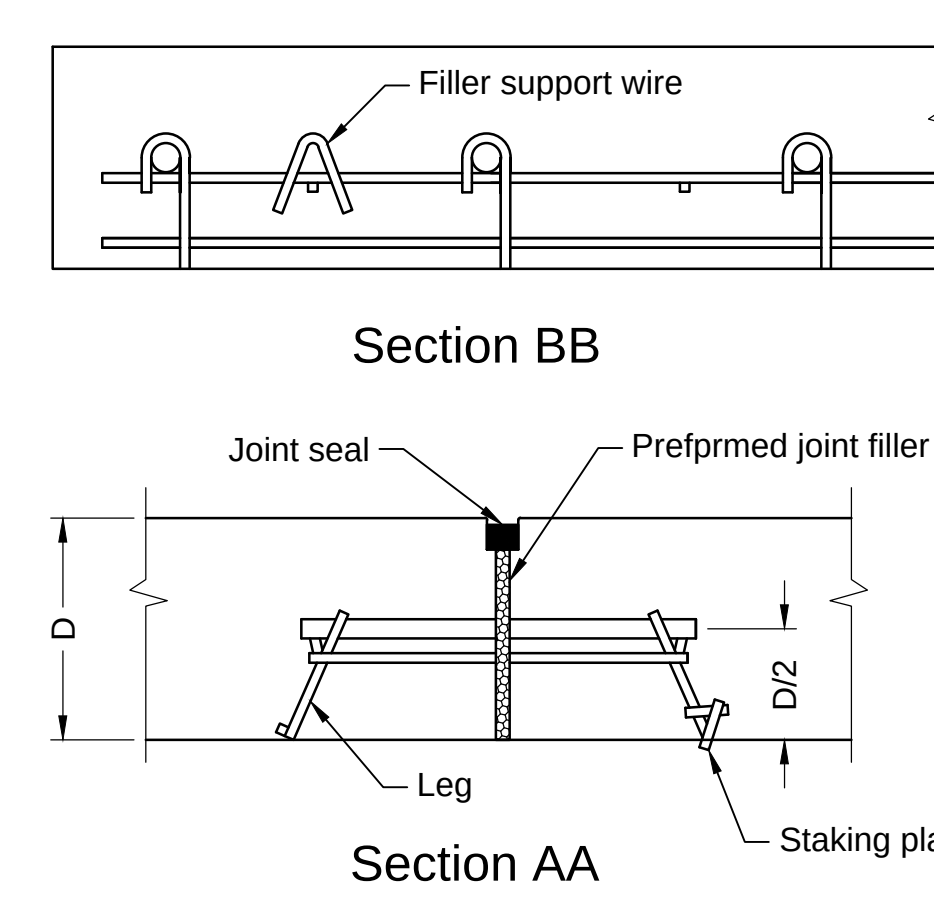
Section AA

Contraction Joints
Not to Scale



Top view

Section BB



Section AA

Expansion Joints
Not to Scale

Chao & Associates, Inc.
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CHAPO & ASSOCIATES, INC.
CONSULTING ENGINEERS
& LAND SURVEYORS

CHAPO & ASSOCIATES, INC.
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& LAND SURVEYORS

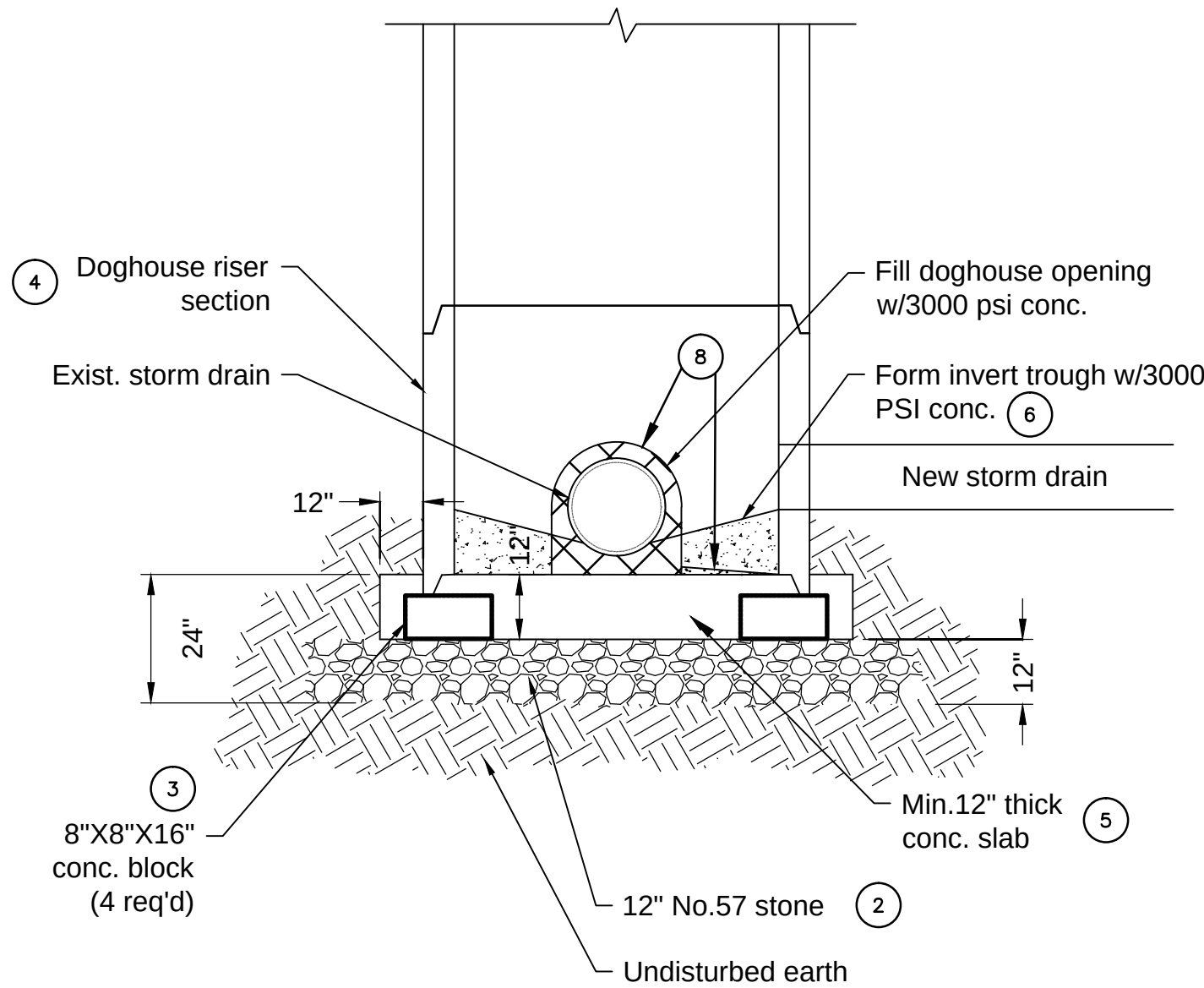
Miscellaneous Details
Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City of Columbia; Columbia, SC

Drawn: GHH	Checked: GAL
Revised:	

Project No.: 577904
File: 577904C R1.dwg

C6.1
Sheet Number
March 31, 2017
Date

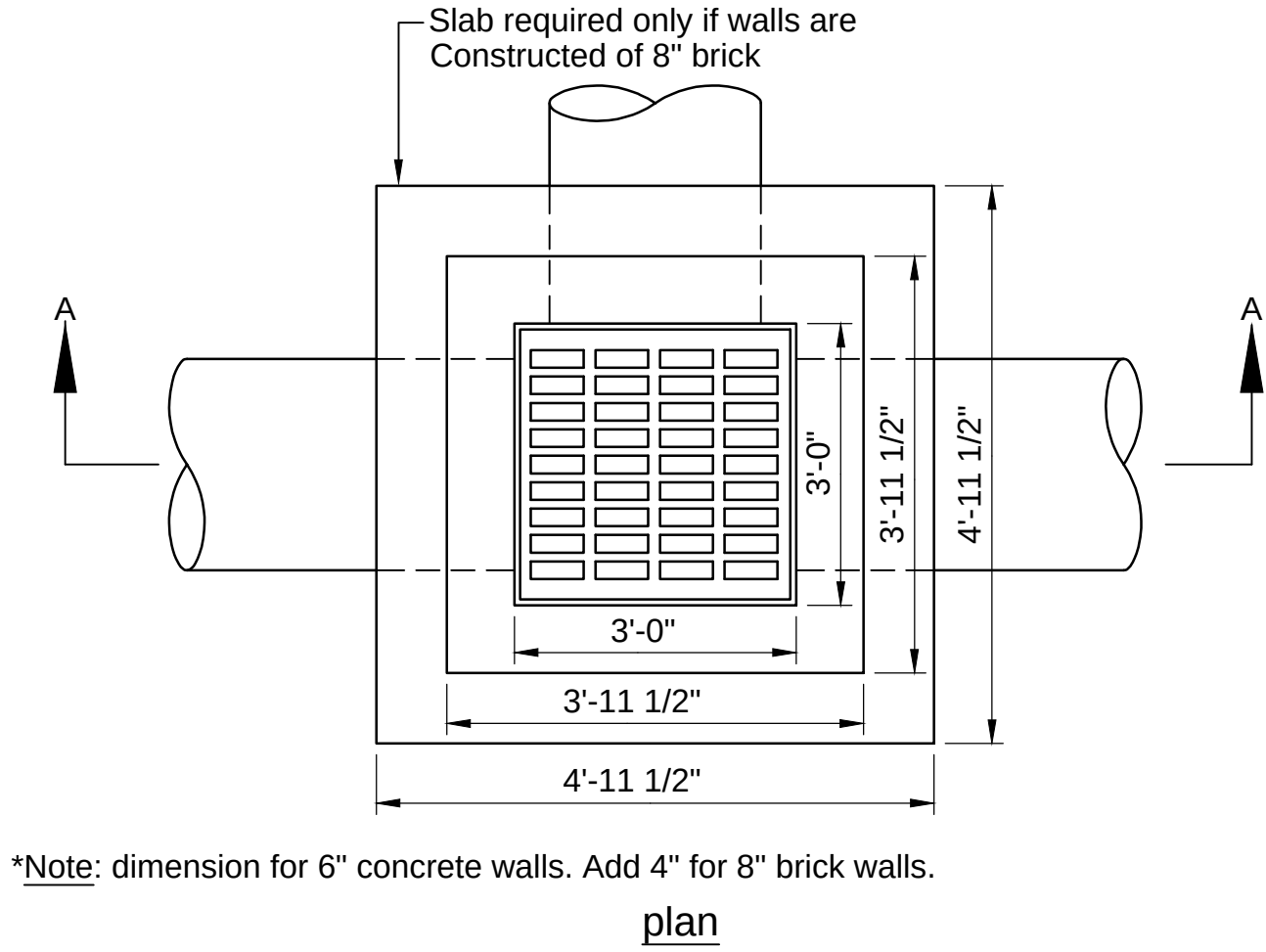
Packet Pg. 250



Construction sequence

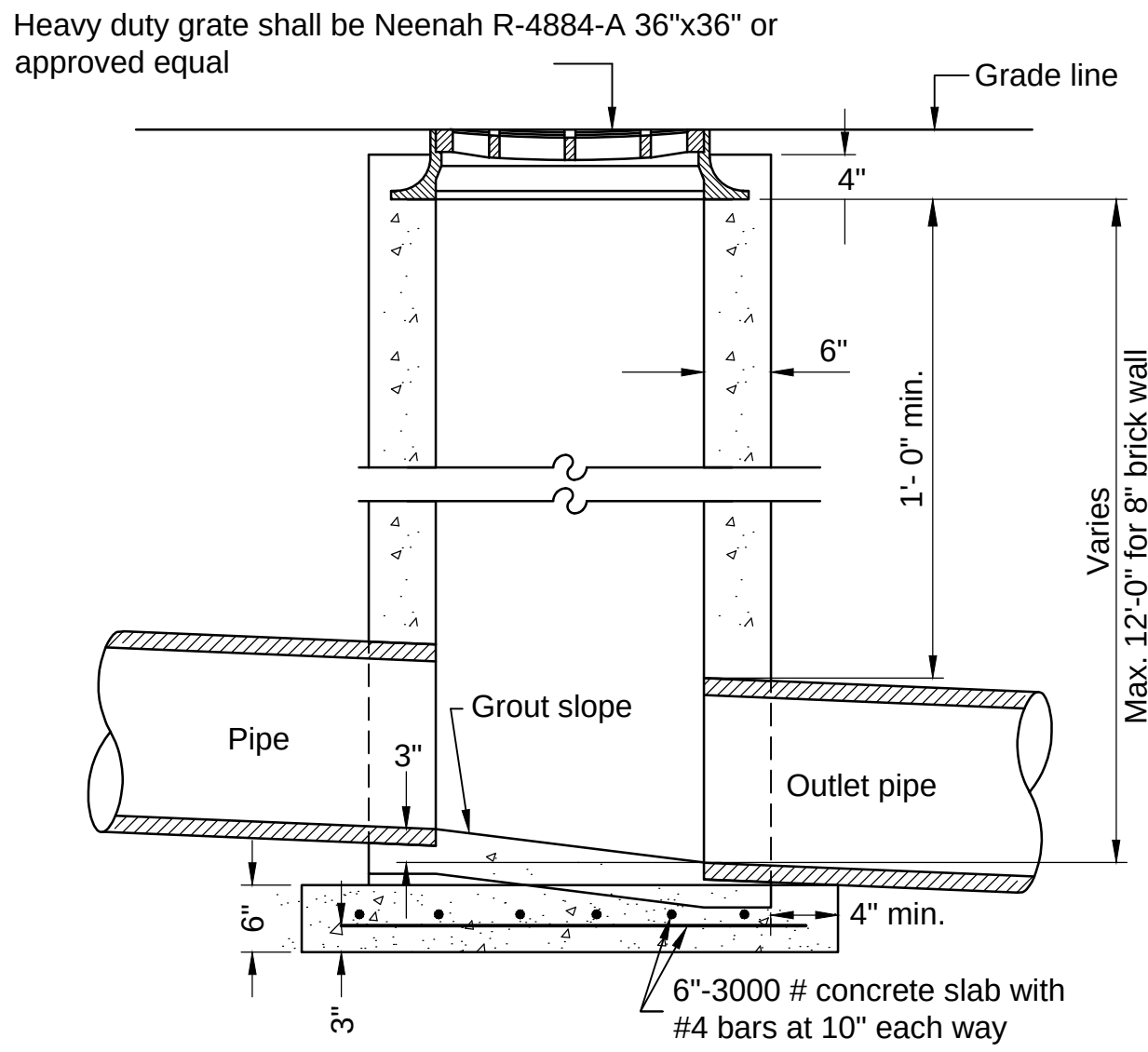
1. Excavate min. 24" below bottom exist storm drain pipe.
2. Place 12" No. 57 stone below exist. pipe on undisturbed earth to within 12" of bottom of pipe. Allow to extend 12" beyond new doghouse riser dimension for concrete base.
3. Place 4-8"x 8"x 16" solid conc blocks radially on top of no. 57 stone for riser support.
4. Place doghouse riser over pipe and rest on top of conc. blocks.
5. Pour min. 3000 psi conc slab under doghouse riser and existing pipe. Allow to extend 12" beyond new doghouse riser outer dimension.
6. Place bitumastic sealant around pipe & fill openings in doghouse riser w/ 3000 psi conc.
7. Plug existing upstream pipe.
8. Cut and remove the existing pipe within new manhole and install new invert trough.

Doghouse Manhole Detail
Not to Scale



*Note: dimension for 6" concrete walls. Add 4" for 8" brick walls.

plan

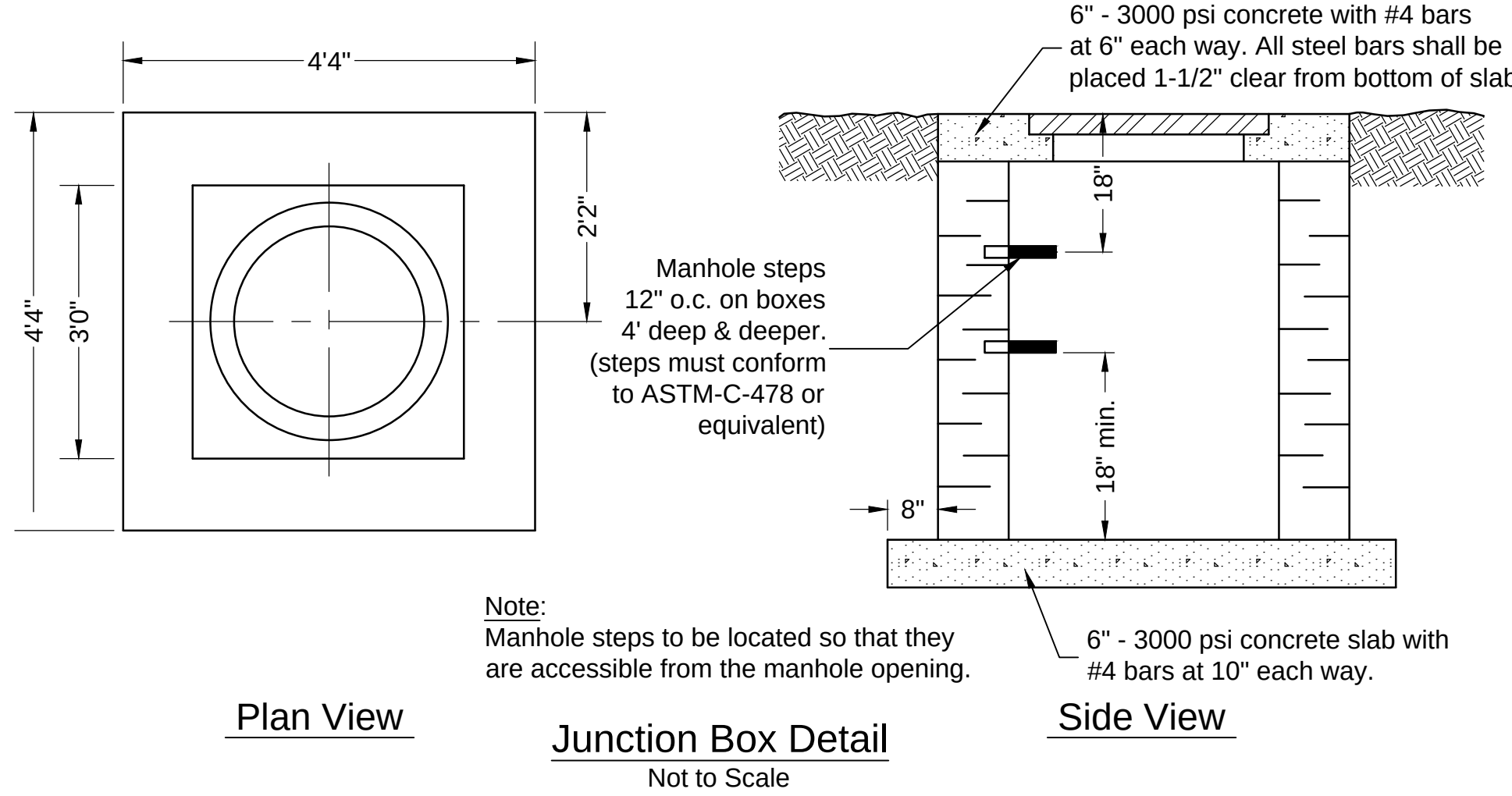


Section A-A

General notes:

1. Drop inlet may be constructed of class 'a' concrete, 8" brick, or precast concrete.
2. Concrete inlets shall have 6" thick walls and 4" thick bottom.
3. Brick inlets shall have 8" thick walls and 6" thick bottom slab.
4. Minimum inside dimensions shall be 3'-0" x 3'-0" for pipes 24" i.d. and less. For pipes 30" i.d. and greater minimum inside dimensions shall be pipe o.d. +6" each side of pipe.
5. After frame and grate are set, final 4" class 'A' concrete is to be poured flush with the outside edge of the drop inlet on all sides.
6. Metal steps are to be set in wall if inlet depth exceeds 4'-6". Said steps to conform to SCDOT Drawing No. 719-1.
7. Corbel brick work as required on brick inlets to provide 4" minimum clearance between pipe and brick walls.
8. Ends of all pipes shall be flush with inside wall of inlet.
9. Concrete inlets constructed on sandy soil shall have 1/2" reinforcing steel placed 8"o.c. horizontal and 14"o.c. vertical with 2" clearance from inside face of concrete.

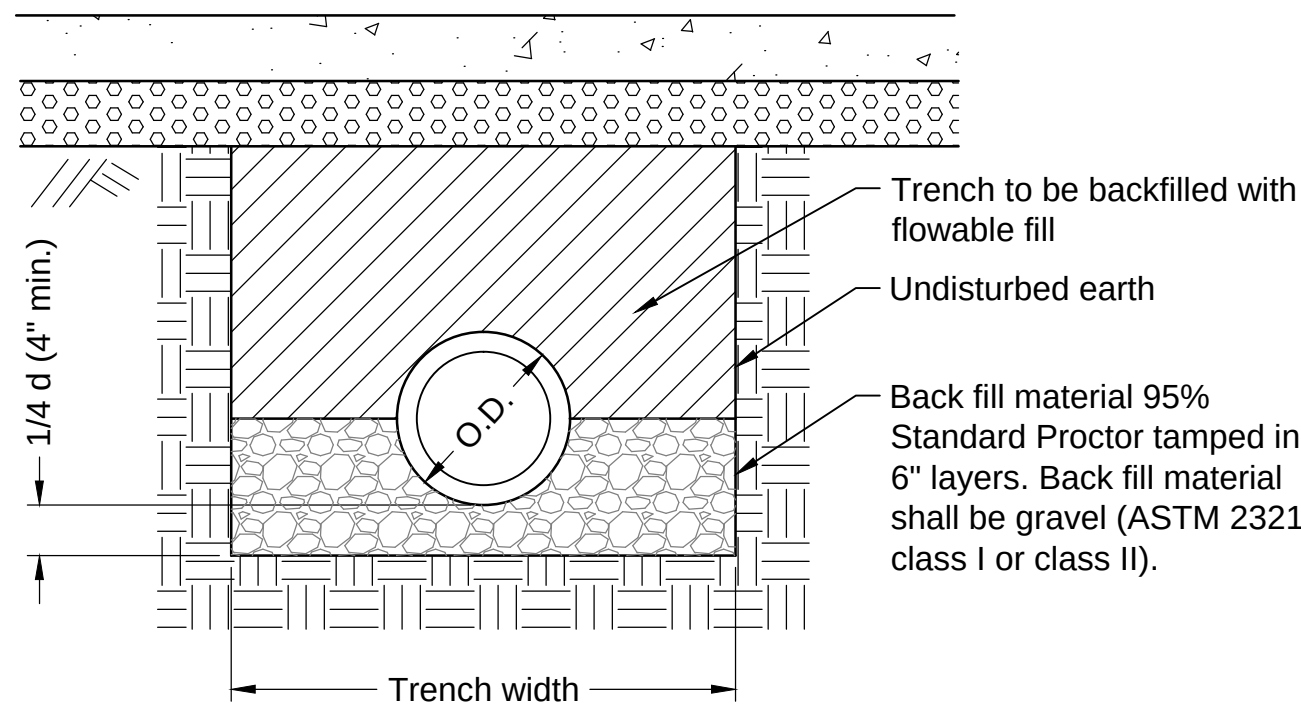
Drop Inlet Detail
Not to Scale



Plan View

Junction Box Detail
Not to Scale

Side View



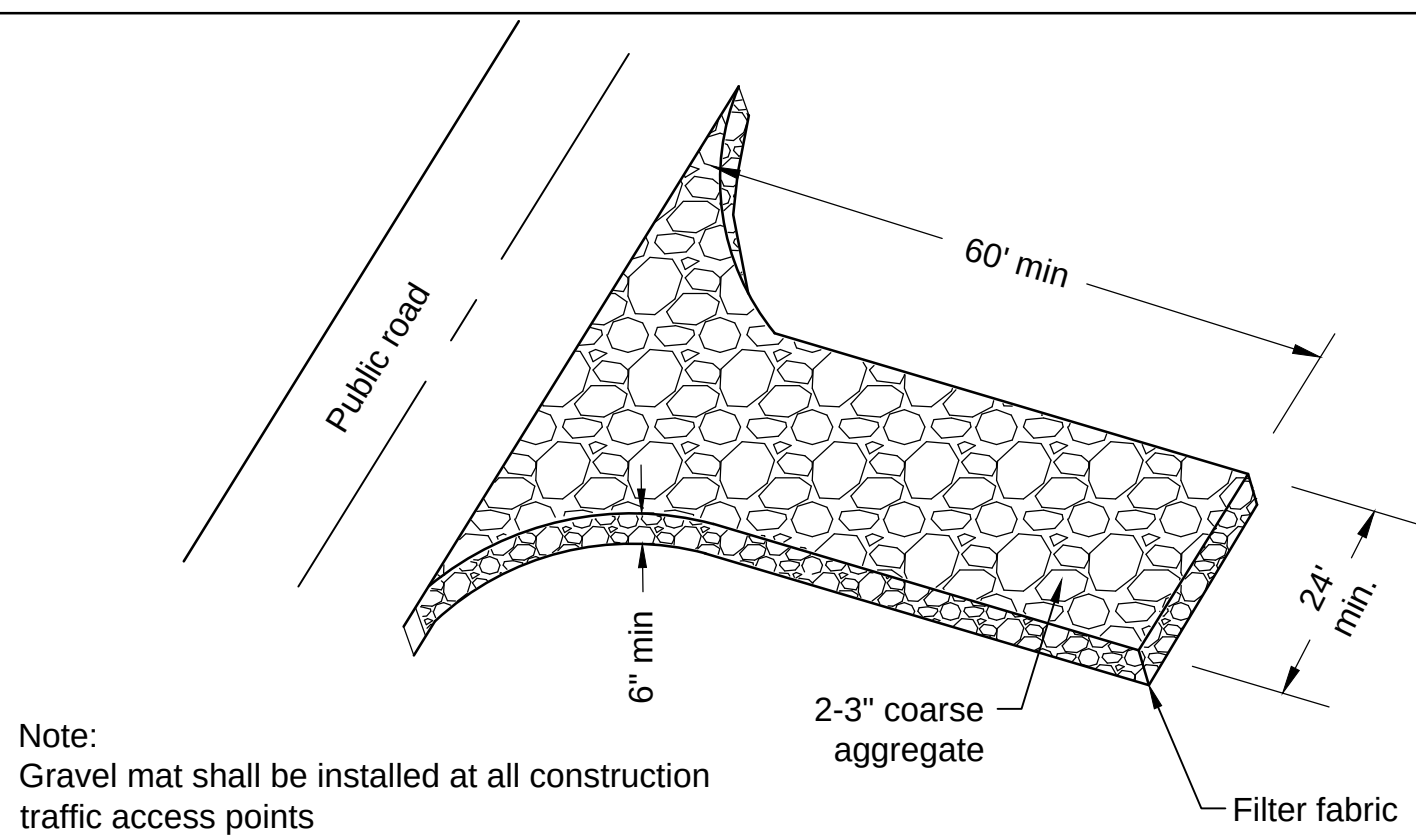
Pipe size i.D.	6" thru 10"	12"	15"	18"	21"	24"
Trench width*	2'-6"	2'-8"	2'-10"	3'-8"	3'-8"	4'-0"
Trench width with bracing	3'-2"	3'-4"	3'-6"	3'-10"	4'-4"	4'-8"

* Trench width dimension are from the inside of the sheeting and bracing and at and below the top of the pipe.

Standard Bedding Detail
Not to Scale

Erosion and Sediment Control Notes

- If necessary, slopes, which exceed eight (8) vertical feet should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
 - Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
 - Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
- All sediment and erosion control devices shall be inspected once every calendar week. If periodic inspection or other information indicates that a BMP has been inappropriately or incorrectly installed, the Permittee must address the necessary replacement or modification required to correct the BMP within 48 hours of identification.
- Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove any sediments before being pumped back into any waters of the State.
- All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.
- The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.
- Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C Reg. 72-300 et seq. and SCR100000.
- Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
- All Waters of the State (WoS), including wetlands, are to be flagged or otherwise clearly marked in the field. A double row of silt fence is to be installed in all areas where a 50-foot buffer can't be maintained between the disturbed area and all WoS. A 10-foot buffer should be maintained between the last row of silt fence and all WoS.
- Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
- A copy of the SWPPP, inspections records, and rainfall data must be retained at the construction site or a nearby location easily accessible during normal business hours, from the date of commencement of construction activities to the date that final stabilization is reached.
- Initiate stabilization measures on any exposed steep slope (3H:1V or greater) where land-disturbing activities have permanently or temporarily ceased, and will not resume for a period of 7 calendar days.
- Minimize soil compaction and, unless infeasible, preserve topsoil.
- Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
- Minimize the discharge of pollutants from dewatering of trenches and excavated areas. These discharges are to be routed through appropriate BMPs (sediment basin, filter bag, etc.).
- The following discharges from sites are prohibited:
 - Wastewater from washout of concrete, unless managed by an appropriate control;
 - Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 - Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 - Soaps or solvents used in vehicle and equipment washing.
- After construction activities begin, inspections must be conducted at a minimum of at least once every calendar week and must be conducted until final stabilization is reached on all areas of the construction site.
- If existing BMPs need to be modified or if additional BMPs are necessary to comply with the requirements of this permit and/or SC's Water Quality Standards, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the SWPPP and alternative BMPs must be implemented as soon as reasonably possible.
- A Pre-Construction Conference must be held for each construction site with an approved On-Site SWPPP prior to the implementation of construction activities. For non-linear projects that disturb 10 acres or more this conference must be held on-site unless the Department has approved otherwise.



Note:
Gravel mat shall be installed at all construction traffic access points

Temporary Gravel Construction Entrance/Exit
Not to Scale

SEEDING SCHEDULE

Actual types and application rates may vary depending on soil type. Contractor should consult with the local conservation district office for specific recommendations.

The following rates are per 1000 S.F.

MAY 1. - AUG. 31	SEPT. 1 - APR. 30
1 Pound Browntopmillet	2 Pounds Annual Rye Grass
2 Pounds Hulled Bermuda	0.5 Pound Hulled Bermuda
25 Pounds 10-10-10 Fertilizer	1.5 Pounds Unhulled Bermuda
75 Pounds Limestone	25 Pounds 10-10-10 Fertilizer
	75 Pounds Limestone
Or	Or
1 Pound Browntopmillet	2 Pounds Annual Rye Grass
1 Pound Hulled Bermuda	0.5 Pound Hulled Bermuda
*2 Pounds Bahia Grass	1 Pound Unhulled Bermuda
25 Pounds 10-10-10 Fertilizer	*2 Pounds Bahia Grass
75 Pounds Limestone	25 Pounds 10-10-10 Fertilizer
	75 Pounds Limestone
Or	Or
DEEP SANDY SOILS	1 Pound Annual Rye Grass
2 Pounds Browntopmillet	**3 Pounds Fescue Grass
*3 Pounds Bahia Grass	25 Pounds 10-10-10 Fertilizer
25 Pounds 10-10-10 Fertilizer	75 Pounds Limestone
75 Pounds Limestone	Or
	DEEP SANDY SOILS
	1 Pound Unhulled Bermuda
	2 Pounds Rye Grass or 2 lbs Grain Rye
	*2 Pounds Bahai Grass
	25 Pounds 10-10-10 Fertilizer
	75 Pounds Limestone

* Bahia grass is a good erosion control grass; however, it produces many seed heads which scatter to other areas. Bahia Grass is hard to mow, but it does not require the care that many other grasses require. Around office buildings and within subdivisions, use 4 to 6 ounces of Centipede Grass on lieu of Bahia Grass or in combination with Bermuda Grass.

** For soils with clay subsoil. Do not plant in sandy soils.

NOTES:

- On all vegetated swales or ditches with side slopes (cut or fill) steeper than 2:1, add 4 to 6 ounces per 1,000 square feet of Weeping Love Grass Seed to any of the above mixtures.
- Swale and ditch bottoms should be double seeded.
- All slopes steeper than 2:1 shall be hydroseeded.
- Growth of Rye Grass in the early spring must be suppressed to prevent Rye from choking out permanent grass such as Bermuda, Bahia or Fescue.

Construction Sequence

- Receive NPDES coverage from DHEC.
- Conduct pre-construction meeting.
- Notify City of Columbia at least 48 hours before construction begins.
- Notify DHEC EQC Regional office 48 hours prior to beginning land disturbing activities.
- Installation of construction entrance.
- Clearing and grubbing only as necessary for installation of perimeter controls.
- Installation of perimeter controls.
- Demolition of existing pavement and curb and gutter.
- Installation of new storm drainage inlets and piping with inlet protection.
- Sub-base prep and regrading.
- Install curb and gutter.
- Install aggregate base course and concrete paving.
- Backfill behind curb, grade shoulders and grass.
- Removal of temporary sediment and erosion control measures.

Applicant's Certification:

"I (we) hereby certify that all clearing, grading, construction and/or development will be done pursuant to this plan and I (we) are responsible for the land disturbance and related maintenance thereof. Richland County & SCDHEC authorities will be allowed to enter the project site for the purpose of on-site inspections."

Owner / person financially responsible _____ Date _____

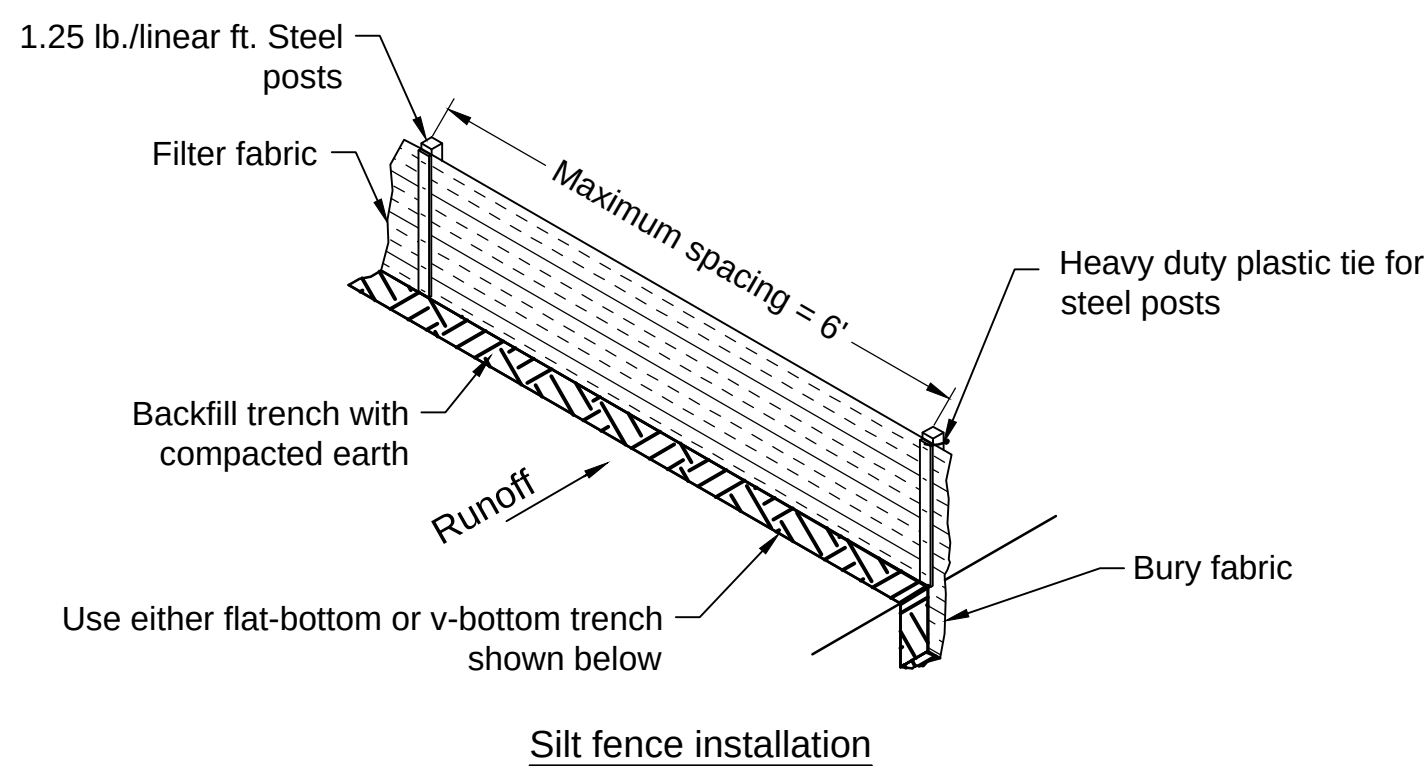
Designer's Certification:

"I hereby certify that this plan is designed to contain soil on the property concerned to the maximum extent, to provide for the protection of the property and the proposed improvements thereon from the effects of flooding, to provide for the control of the runoff from the property, and that all provisions for sediment control and storm drainage are in accordance with the stormwater management and sedimentation ordinance for the Richland County & SCDHEC"

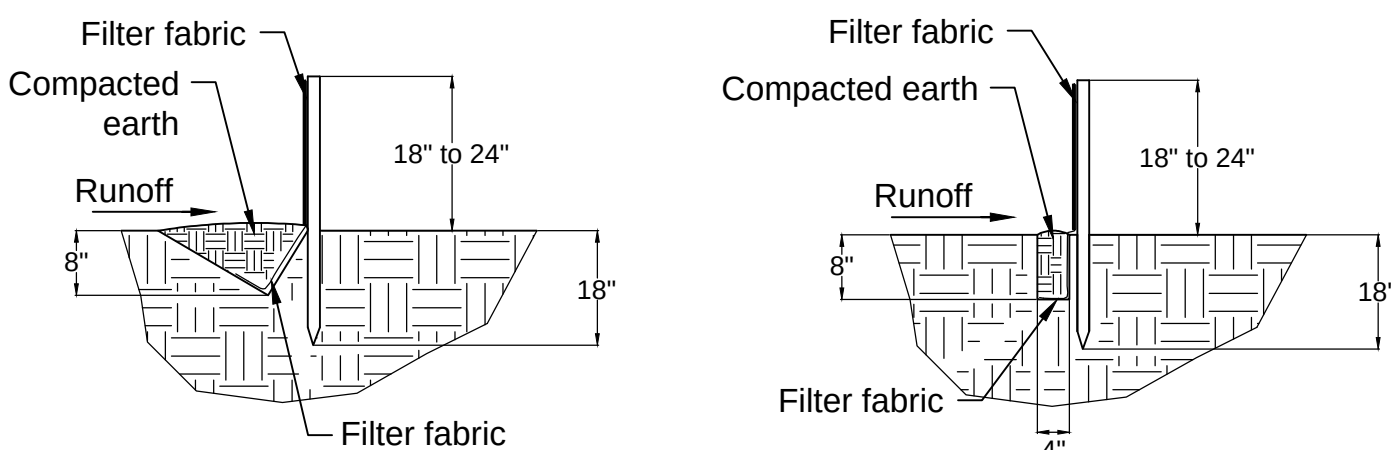
Signature

Registered Professional Engineer
Registration number: 21629

3-31-17
Date



Silt fence installation

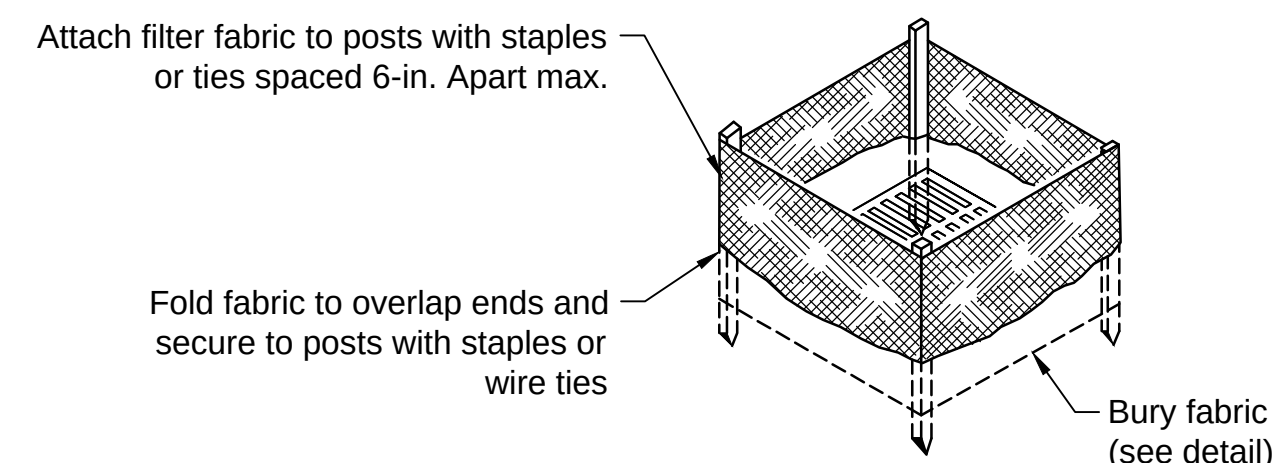


V-shaped trench detail

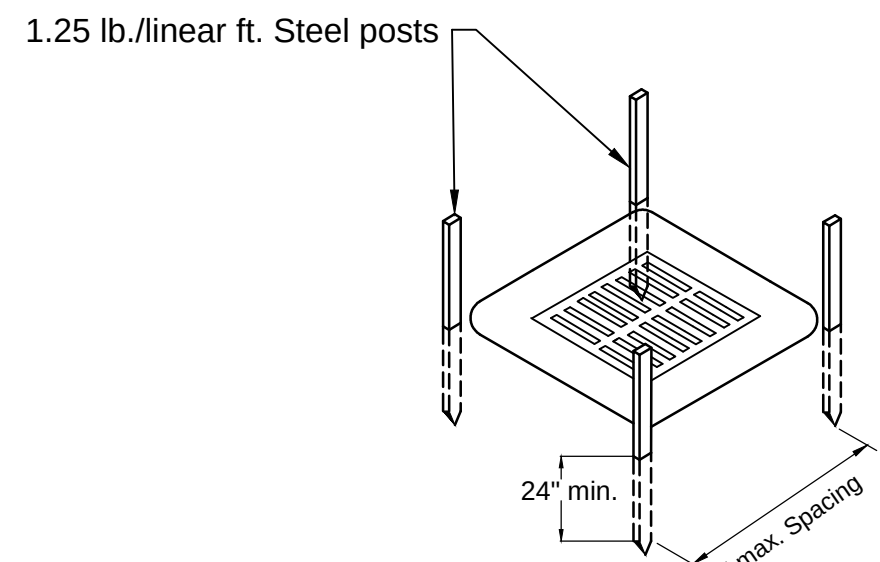
Flat-bottom trench detail

Note:
Contractor shall remove sediment accumulated along the fence when it reaches 1/3 the height of the fence

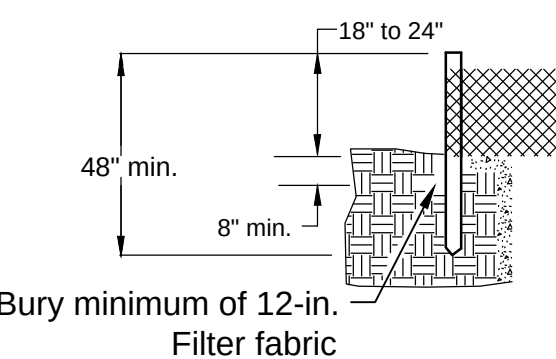
Silt Fence Construction
Not to Scale



Filter Fabric Installation Detail



Post installation detail



Filter fabric burial detail

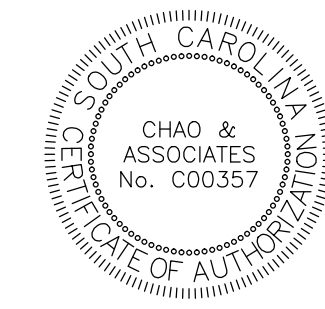
Note:
Contractor shall remove sediment accumulated along the fence when it reaches 1/3 the height of the fence

Filter Fabric Inlet Protection Detail
Not to Scale



Chao & Associates, Inc.

Civil - Structural - Survey
7 Clusters Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: consult@chaoinc.com



Miscellaneous Details

Metro WWTP Dewatering Slab Replacement
CIP# SS7285 - Part B
Prepared For:
City of Columbia, Columbia, SC

Drawn: GHH
Revised:

Checked: GAL

Project No.: 577904

File: 577904C R1.dwg

C6.3

Sheet Number
March 31, 2017
Date



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Flood Recovery Program Management 2018 Staffing and Services Plan. Award to Landmark Consulting, a Minority Business Enterprise in the amount of \$5,154,234.40. This firm has headquarters in New Orleans, LA and a local office in Columbia, SC.

REQUISITION NO.: R186962

FINANCIAL IMPACT: Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided.

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

City staff is requesting City Council approval for the allocation of funding for year three (3) of the Flood Recovery Program Management Services agreement with Landmark Consulting, LLC for the period of January 1, 2018 through December 31, 2018. The original agreement was awarded in December 2015 for a three (3) year period with two (2) optional, one (1) year renewals. Staff has negotiated a fee not to exceed \$5,154,234.40 for the specified needs included in the original agreement and summarized below. Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed through the FEMA Public Assistance Program, CDBG-DR and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and will be charged to each grant according to the services provided.

In year three (3) of the agreement, the staffing plan is focused on support for the implementation of the CDBG-DR Action Plan, repairs to the Canal embankment and head gates as well as continuation of the FEMA Public Assistance (PA) reimbursement process and the Hazard Grant Mitigation Application (HGMP). All the services associated with this agreement include: Disaster Recovery Project Management, Post Disaster Consulting/Grants, Management and Administration, HUD Community Development Block Grant - Disaster Recovery Management Support, FEMA 404 and 406 Hazard Mitigation Expertise, Financial and Grant Management Support, Data Management and Reporting Support, Disaster Recovery Engineering Related Services Support, and Disaster Recovery Procurement and Contracts Support Services.

Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.

Summary:

Year 1	\$ 2,880,000.00	(includes \$576,000.00 in contingency)
Year 2	\$ 3,712,236.08	
Year 3 (proposed)	\$ 5,154,234.40	
Total	\$ 11,746,470.48	

ATTACHMENTS:

- **#a:** 2018 Flood Recovery Program Renewal - Council memo (PDF)
- **#b:** 2018 Cover Letter for Staffing Plan (PDF)



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **DATE: 12/13/2017**

FROM: Missy Caughman, Budget & Program Management Director/Flood Recovery *MAC*

RE: Flood Recovery Program Management 2018 Staffing & Services Plan

City staff is requesting City Council approval for the allocation of funding for year three (3) of the Flood Recovery Program Management Services agreement with Landmark Consulting, LLC for the period of January 1, 2018 through December 31, 2018. The original agreement was awarded in December 2015 for a three (3) year period with two (2) optional, one (1) year renewals. Staff has negotiated a fee not to exceed \$5,154,234.40 for the specified needs included in the original agreement and summarized below. Landmark's staffing plan and associated costs are attached. Funding for this contract as allowed through the FEMA Public Assistance Program, CDBG-DR and FEMA Hazard Mitigation Grant Program. This contract is charged to account 2531116 and will be charged to each grant according to the services provided.

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Landmark Consulting, LLC is W/MBE firm headquartered in New Orleans, Louisiana with offices in Columbia, SC.



December 13, 2017

Ms. Missy Caughman
City of Columbia
Flood Recovery Manager
1136 Main St., Suite 504
Columbia, SC 29201

Subj: Landmark Team Flood Recovery Program 2018 Staffing Plan

Dear Ms. Caughman,

I am providing our 2018 Staffing Plan for your consideration. This plan identifies the positions, rates, hours, and expenses necessary to continue the City of Columbia Flood Recovery Program beginning January 2018 through December 2018.

Under this plan, the Landmark Team, including our Team Subconsultants, DESA and Plexos Group, will support the City in its continued flood recovery efforts. Specifically, the Landmark Team will continue to help the City negotiate and implement a permanent repair solution for the Columbia Canal, manage and execute 9 different award allocations under the CDBG-DR Program, implement awards under FEMA's Hazard Mitigation Grant Program, and manage FEMA's Public Assistance grants to the City for flood-related repairs to infrastructure and facilities (coordinate with SCEMD and FEMA to finalize all PWs, seek appropriate reimbursements, begin closeouts of PWs, ensure adequate documentation, etc.)

We look forward to assisting the City in its continued flood recovery efforts in 2018. Please let me know if you need further information about this plan. You can reach me at 803.545.3438 or through email at jeanne@landmarkconsultingllc.com.

Best Regards,

A handwritten signature in blue ink that reads "Jeanne Yacoub".

Jeanne Yacoub, PE
Landmark Flood Recovery Program Manager

Cc: Eric Cassell
Keely Thibodeaux
Joe Richard
Rick Murray
Maya Gorman

Columbia Staffing Plan 2018
Flood Recovery

Role Name	# Positions	Billable Rate
Administration	1	\$ 75.00
Project Controls Mgr	1	\$ 185.00
Sr. Case Manager	1	\$ 125.00
Case Manager	2	\$ 64.80
CDBG-DR Compliance Coordinator (Analyst 4)	1	\$ 145.00
Sr. Compliance Mgr	1	\$ 165.00
Compliance Manager II	2	\$ 155.00
Construction Manager	1	\$ 165.00
Controls and Reporting (PC Specialist III)	1	\$ 165.00
Document Control (Clerical II)	1	\$ 75.00
Engineering Support	1	\$ 195.00
Inspector 2	2	\$ 100.00
Inspector 3	1	\$ 115.00
Principal	1	\$ 225.00
Program Manager	1	\$ 210.00
Project Manager	2	\$ 175.00
PW Closeout Specialist (Compliance Mgr II)	2	\$ 155.00
SME Support	1	\$ 225.00

Labor Cost (based on 34104 labor units) \$4,562,734.40

Expense Cost

Travel, operating supplies \$ 35,500.00

Project contingency \$ 556,000.00

Total 2018 Staffing Plan \$ 5,154,234.40



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-109 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions

PURPOSE: First reading approval was given on December 5, 2017.

FINANCIAL IMPACT:

ATTACHMENTS:

- #a: 2017-109 add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions (PDF)

HISTORY:

12/05/17

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2017-109

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order to add Sec. 14-100 Enhanced trigger devices declared illegal; exceptions

WHEREAS, the City Council of Columbia recognizes gun violence represents a significant health risk to the citizens of the City of Columbia, the State of South Carolina and the United States of America; and,

WHEREAS, the worst mass shooting in American history occurred on October 1, 2017 in Las Vegas, Nevada injuring over 500 people and fatally wounding over 50 innocent people; and,

WHEREAS, the carnage in Las Vegas was accomplished due to the rapid fire capabilities of a "bump stock" attached to the shooter's firearms, such device allowing the fire rate of the weapon to dramatically increase; and,

WHEREAS, a "bump stock" or a "bump fire stock" is a device which uses the recoil of the previous shot to fire the next shot rather than the shooter's trigger finger reflexes, greatly increasing the speed at which the weapon is fired by eliminating biomechanical limitations; and,

WHEREAS, the use of a "bump stock" can multiply the firing rate of a weapon tenfold to approximately 400-800 rounds per minute; and,

WHEREAS, a "trigger crank" or "gat crank" refers to any device to be attached to a weapon that repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion; and,

WHEREAS, a "trigger crank" or "gat crank" does not involve pulling the trigger but they can increase the trigger rate to near automatic weapon levels; and,

WHEREAS, in 2010 the United States Bureau of Alcohol, Tobacco, Firearms and Explosives declared a "bump stock" is a firearm part and is not regulated as a firearm under the U.S. Gun Control Act or the National Firearms Act; and,

WHEREAS, "bump stocks" and "trigger cranks" and similar devices are not firearms or firearm components, but rather separately purchased optional devices with the purpose and design of dramatically increasing the firing rate of an otherwise legal weapon to a firing speed and capability of unlawful weapons; and,

WHEREAS, neither "bump stocks" nor "trigger cranks" are components of a gun in that if they are removed, the firearm will remain operable in the manner and speed as originally designed by the manufacturer; and,

WHEREAS, the Second Amendment to the United States Constitution protects the rights of Citizens to own and carry firearms, but because neither a "bump stock" nor a "trigger crank" is a firearm, they are not constitutionally protected; and,

WHEREAS, South Carolina Code of Laws Section 23-31-510 prohibits a municipality from enacting any regulation or ordinance that regulates "firearms, ammunition, components or firearms or any combination of these things", "bump stocks" and "trigger cranks" as defined herein do not fall under this category based upon the definitions of such under applicable Federal Law; and,

WHEREAS, the United States Congress has fully preempted the states on the definitions of what constitutes a legal or illegal weapon; and,

WHEREAS, on October 5, 2017, the National Rifle Association announced in a public statement that the regulation or manufacturing ban of "bump stocks" should be considered by policy holders in the United States; and,

WHEREAS, in the early morning hours of September 16, 2017, the City of Columbia suffered its worst mass shooting in modern history when eight people were shot in the Vista while exiting the Empire Supper Club with more than one hundred people on the street that night; and,

WHEREAS, if the weapons used on September 16, 2017 in the Vista had been equipped with either "bump stocks" or "trigger cranks", there would have been many times the number of casualties, or fatalities from that mass shooting; and,

WHEREAS, the use of "bump stocks" and "trigger cranks" in the City of Columbia should be prohibited; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order is amended to add Sec. 14-100 Enhanced Trigger devices declared illegal; exceptions, to read as follows:

Sec. 14-100. Enhanced trigger devices declared illegal; exceptions.

(a) Any device capable of being attached to a firearm for the purpose of increasing the firing rate or capabilities of the firearm using recoil, commonly known as "bump stocks" or "bump fire stocks", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in municipal court pursuant to Section 1-5.

(b) Any device capable of attaching to a firearm and which repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion, commonly known as "trigger crank" or "gat crank", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in municipal court pursuant to Section 1-5.

(c) Violations as stated in Section (a) or (b) above are subject to the following exceptions:

1. Any member of the United States military or any legally sworn law enforcement personnel

while engaged in the course of their duties or in training;

2. Any "bump stock" or "trigger crank" device which is possessed by a person who is not prohibited under State or Federal law from using, owning or possessing a firearm, and the device is completely disconnected from any firearm in a manner which would render the device inoperable and stored in a separate container from the firearm or weapon;

3. Any law enforcement officer or department which has seized a firearm, with "bump stock" or "trigger crank" attached, pursuant to a lawful seizure of a weapon, as contraband or evidence of a crime, inside the City of Columbia; provided, however, any law enforcement agency taking possession of a "bump stock" attached to a firearm must notify the Columbia Police Department immediately to inform them of the existence of the device, the location where it was obtained, where the device will be stored and any other facts relevant to the use or possession by any person.

4. Possession of any weapon which is manufactured to fire through the use of a crank or lever.

Requested by:

Mayor Benjamin

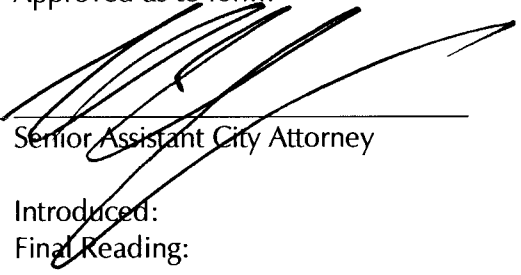
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2017-123 - Authorizing consumption of beer and wine beverages only within Finlay Park for the Bark to the Park Walk and After Party on April 14, 2018

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-123 Bark to the Park (April 14 2018) (PDF)

RESOLUTION NO.: R-2017-123

*Authorizing consumption of beer and wine beverages only within Finlay Park for
the Bark to the Park Walk and After Party on April 14, 2018*

WHEREAS, Pawmetto Life Line ("Sponsor") is sponsoring the Bark to the Park Walk and After Party in Finlay Park from 9:00 a.m. until 1:00 p.m. on Saturday, April 14, 2018; and,

WHEREAS, the Sponsor has requested permission to allow the consumption of beer and wine beverages only by its patrons at the event during the hours of 9:30 a.m. and 12:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 9:30 a.m. and 12:30 p.m. on Saturday, April 14, 2018 within Finlay Park; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended; and,

BE IT FURTHER RESOLVED that patrons are prohibited from bringing alcoholic beverages, beer, wine, glass bottles and breakable glasses and/or cups, grills and radios, boom boxes and other musical devices, backpacks and large bags; and,

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time Finlay Park shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, Finlay Park is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of beer and wine beverages only as set forth in Sec. 14-99 shall not apply.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, April 14, 2018, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

City Manager _____

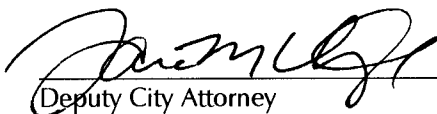
Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

December 5, 2017

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)KAREN DEAS - PAWMETTO LIFELINE
kdeas@pawmettolifeline.org
Phone: (803) 465-9173 Fax: (803) 465-9199

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

BARK TO THE PARK WALK - fundraising event for Pawmetto Lifeline

DATE(S) OF EVENTS:

SATURDAY, APRIL 14, 2018

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

Will not reschedule due to inclement weather

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

FINLAY PARK: Walk registration and start of Walk is on Laurel Street side of the Park (upper part); walkers return to Park entering from the Taylor Street entrance. Post Walk "Paw-ty" activities will utilize the permanent Stage and the majority of the grounds surrounding the grassy area in the lower portion of the Park.

STREET(S) OR PARK AREA TO BE
CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

The 800 and 900 blocks of Laurel Street would be used for Walk Registration. Set-up would begin at 6:45 am so those two blocks would need to be blocked off from vehicular traffic by that time. Walk Registration opens at 9:00 am. Streets utilized for the Walk Route would need to be closed off to traffic beginning just before walkers commence at 10:30 am. The desired Walk Route would begin at the corner of Laurel and Lincoln Streets and proceed north on Lincoln to Calhoun Street - turning left and proceeding west on Calhoun Street to Gadsden Street; turning left onto Gadsden Street proceeding south all the way to Lady Street. At Lady Street, turn left proceeding east to Lincoln Street and turning left onto Lincoln Street proceeding north to Taylor Street and crossing the street to the Park entrance.

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

For Registration area (800 - 900 block of Laurel Street) would need to be closed from traffic for set-up beginning at 6:45 am. Tear-down of Registration would commence immediately after the start of the walk (approx. 10:45 am) and should be cleared from Laurel Street by 11:15 am. Traffic could resume at that time. For the Walk Route: Walkers begin the 1.5 mile route at 10:30 am with an estimated total walk time of 45 minutes (refer to Walk Route identified in above response for street closings requested).

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

Registration: 9:00 am; Walk Start: 10:30 am; Post Walk After "Paw-ty" (in the Park): 11:00 am - 1:00 pm.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9:30 am - 12:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

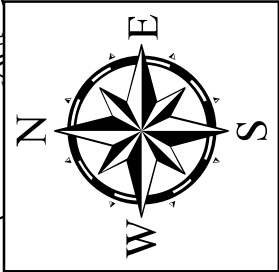
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

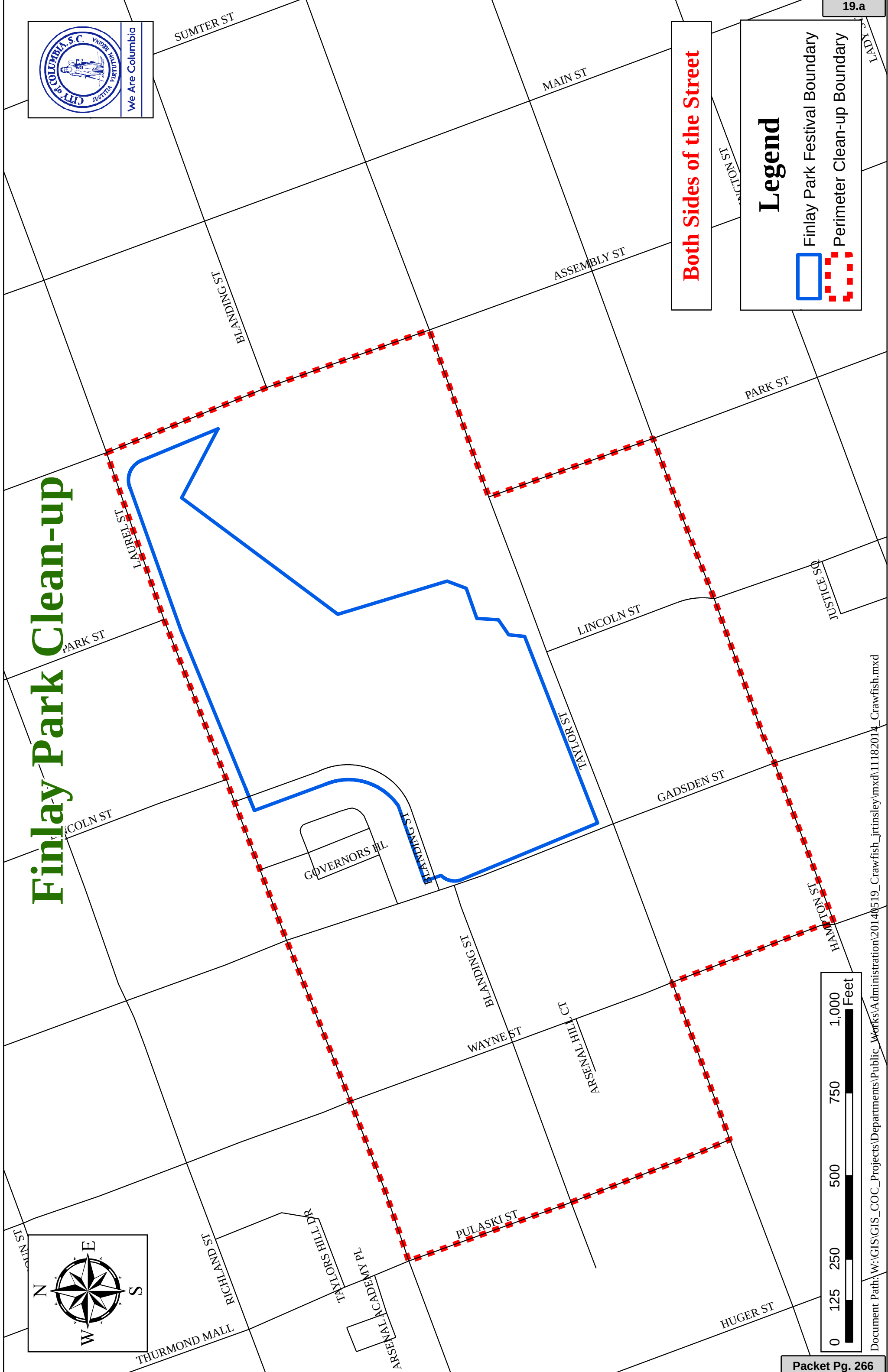
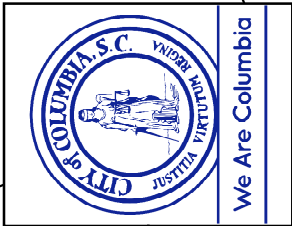
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net **parade permit, police**Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net **park reservations**Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



Finlay Park Clean-up

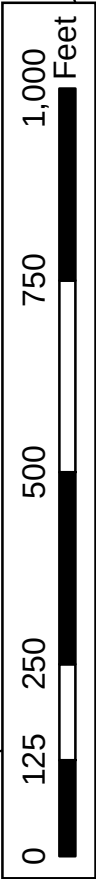


Both Sides of the Street

Legend

Finlay Park Festival Boundary

Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of The Honorable Mayor Stephen K. Benjamin as the Green Elected Official - Ms. Jacqueline Buck, Executive Director of Keep the Midlands Beautiful

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Recognition of Coach Domino Boulware as a 2017 South Carolina Tennis Hall of Fame Inductee - The Honorable Tameika Isaac Devine

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** South Carolina USTA News
- **#b:** SC USTA Invitation



We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: STAR Community Certification - Ms. Mary Pat Baldauf,
Sustainability Facilitator / Public Works Department

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** STAR-Presentation to CC (PPTX)



SUSTAINABILITY
TOOLS FOR
ASSESSING &
RATING COMMUNITIES

STAR Communities Certifies City of Columbia as the FIRST STAR Community in SC

STAR COMMUNITY RATING SYSTEM

- The nation's leading **comprehensive framework** and **certification program** for measuring local sustainability.
- STAR was built by and for local governments and the communities they serve.
- Sustainable Community: One that “promotes a healthy environment, a strong economy and well-being for all residents, now and for future generations.”



THE RATING SYSTEM

Goal Areas & Objectives are rated and evaluated in the online system, helping local leaders set goals and measure progress across all areas.

Built Environment	Climate & Energy	Economy & Jobs	Education, Arts & Community	Equity & Empowerment	Health & Safety	Natural Systems
Ambient Noise & Light	Climate Adaptation	Business Retention & Development	Arts & Culture	Civic Engagement	Active Living	Green Infrastructure
Community Water Systems	Greenhouse Gas Mitigation	Green Market Development	Community Cohesion	Civil & Human Rights	Community Health & Health System	Invasive Species
Compact & Complete Communities	Greening the Energy Supply	Local Economy	Educational Opportunity & Attainment	Environmental Justice	Emergency Prevention & Response	Natural Resource Protection
Housing Affordability	Industrial Sector Resource Efficiency	Quality Jobs & Living Wages	Historic Preservation	Equitable Services & Access	Food Access & Nutrition	Outdoor Air Quality
Infill & Redevelopment	Resource Efficient Buildings	Targeted Industry Development	Social & Cultural Diversity	Human Services	Indoor Air Quality	Water in the Environment
Public Spaces	Resource Efficient Public Infrastructure	Workforce Readiness		Poverty Prevention & Alleviation	Natural & Human Hazards	Working Lands
Transportation Choices	Waste Minimization				Safe Communities	

ACHIEVEMENTS HIGHLIGHTED IN STAR REPORT



133

Net new
businesses
opened in the
past three years



90

per cent of City
residents live
within one mile
of cultural
centers that
offer free events



60

City's recycling
rate
(20% over
baseline
requirement)



#1

Richland School
District One
State Ranking
from Alliance for
a Healthier
Generation



SUSTAINABILITY
TOOLS FOR
ASSESSING &
RATING COMMUNITIES

COLUMBIA IS IN GOOD COMPANY

- One of only 10 capital cities STAR certified.
- Overall point totals than half, including Atlanta, Phoenix, Albany and Columbus.
- Nearly 150 points higher than rival Columbia, Missouri.
- In an elite network of 60 certified communities throughout the country.



AWARDED



Columbia is the FIRST Certified STAR Community in SC.



WHAT THIS MEANS TO COLUMBIA

- Qualified to apply for select grants, including TFN Partners for Places.
- Possible bond rating improvement.
- Extra points on federal CDBG grants.
- National recognition as a sustainability leader.
- Creates a baseline measurement of City sustainability.



SUSTAINABILITY
TOOLS FOR
ASSESSING &
RATING COMMUNITIES

ENVISION COLUMBIA

STAR Communities touches on all seven Envision Columbia goals.



- Attracting and Retaining Talent
- Planning Together
- Connecting Our Community
- Empowering Our Residents
- Economic Prosperity - Endless Possibilities
- Enhancing Columbia's Neighborhoods
- Leading the Way in Innovative and High Quality Municipal Services

2020 GOAL



RECERTIFICATION AS A FOUR STAR COMMUNITY



**To everyone who
participated in the STAR
certification process**





We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-110 - Granting an encroachment to Steve Wyatt for installation and maintenance of brick pavers, brick knee wall with columns, sidewalk and driveway within the right of way area of the 900 block of West Confederate Avenue adjacent to 903 West Confederate Avenue, Richland County TMS #09012-01-06

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2017-110 encroach Steve Wyatt 903 Confederate Avenue (PDF)

ORDINANCE NO.: 2017-110

Granting an encroachment to the Steve Wyatt for installation and maintenance of brick pavers, brick knee wall with columns, sidewalk and driveway within the right of way area of the 900 block of West Confederate Avenue adjacent to 903 West Confederate Avenue, Richland County TMS #09012-01-06

WHEREAS, the Steve Wyatt (hereinafter "Grantee") desires to utilize a portion of the sidewalk right of way area of the 900 block of West Confederate Avenue adjacent to 903 West Confederate Avenue for the installation and maintenance of brick pavers approximately seven (7') feet in width and two (2') feet in length, a brick knee wall approximately thirty (30') feet in length and approximately two (2') feet in height with two (2) brick columns approximately two (2') feet in width and three (3') feet in height, and a concrete sidewalk approximately five (5') feet in width and thirty (30') feet in length, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2017, that Grantee is hereby granted the right to use a portion of the sidewalk right of way area of the 900 block of West Confederate Avenue adjacent to 903 West Confederate Avenue for the installation and maintenance of brick pavers approximately seven (7') feet in width and two (2') feet in length, a brick knee wall approximately thirty (30') feet in length and approximately two (2') feet in height with two (2) brick columns approximately two (2') feet in width and three (3') feet in height, and a concrete sidewalk approximately five (5') feet in width and thirty (30') feet in length, as shown on the attached drawing.

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, HOWEVER, that in exercising the privileges granted under this ordinance, Grantee, his successors and assigns, will indemnify and save harmless the City from any and all claims or causes of action which may arise by reason of the construction or maintenance of the aforesaid encroachment.

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. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Prior to installation, brick pavers must be reviewed and approved by the Design Development Review Commission staff.

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:

REQUEST FOR A PERMANENT RESIDENTIAL OR CHURCH DIRECTIONAL SIGNS ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: _____ Property Owner: Steve Wyatt
 Applicant's Name if different from Property Owner: Sabrina Hill / Lenn Simpson
 Contact Information: Telephone Number: 803-957-7335 Fax Number: _____
 Mailing address: 2025 Industrial Blvd. E-mail address: larsen@schuckhill.com
 Encroachment Location (Address): 905 Confectionery Ave.
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☒ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: _____

Dimensions (height/width/length): Sidewalk - 4' x 30' driveway apron - 9' x 3'

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4x15' brick paver walkway)

Construction material: concrete

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

 Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

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
 803-545-3850
 803-545-3860
 803-545-3800
 803-733-8306
 803-545-3736
 803-545-3070

FAX

803-255-8935
 803-733-8647
 803-733-8647
 803-733-8699
 803-733-8699
 803-733-8647
 803-733-8647
 803-733-8647
 803-255-8935
 803-988-8199
 803-733-8648
 803-545-3785
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 803-401-8839
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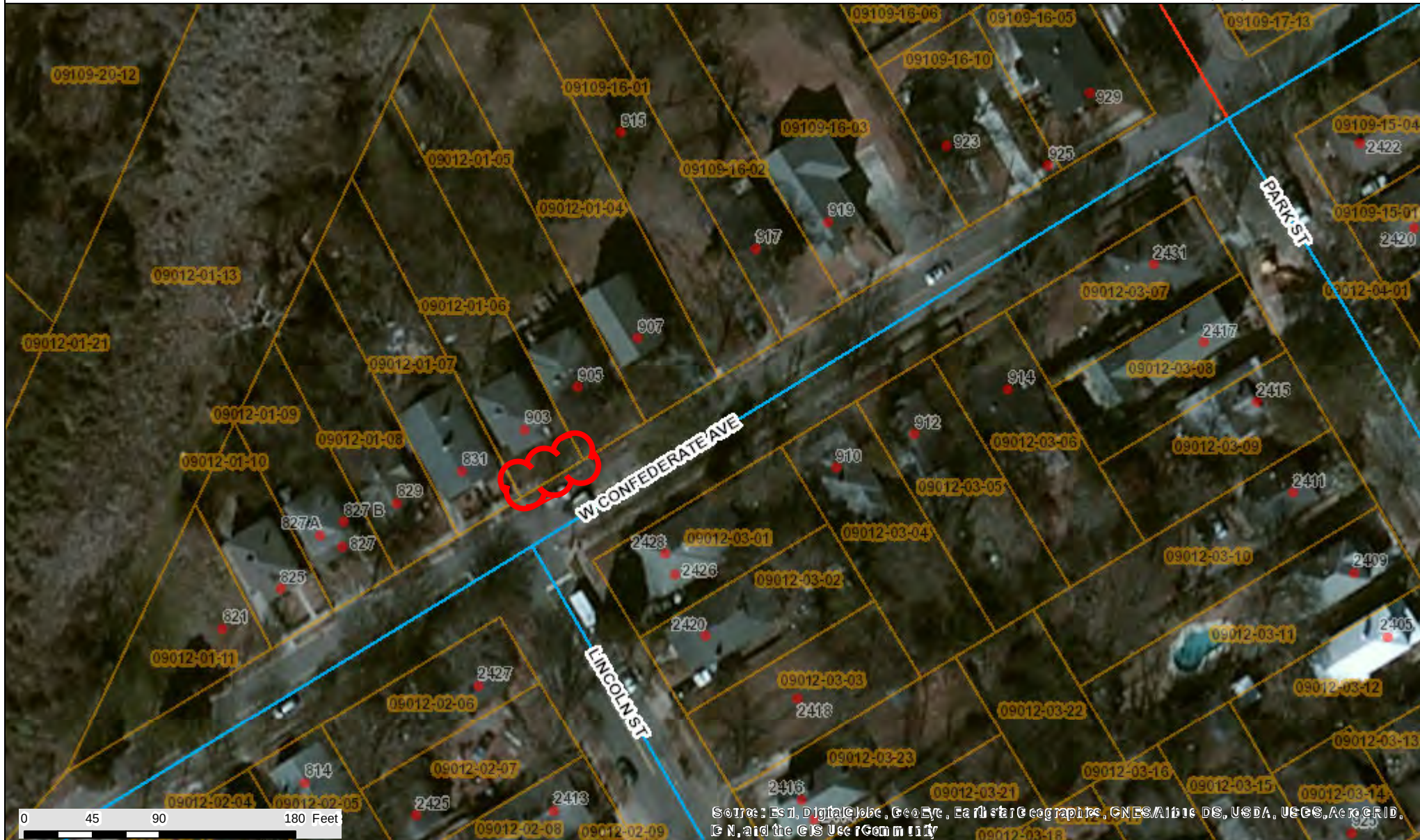
E-MAIL

jchambers@columbiasc.net
 jsfellows@columbiasc.net
 kbcCook@columbiasc.net
 jlthompson@columbiasc.net
 zpkay@columbiasc.net
 aemoore@columbiasc.net
 lsstatler@columbiasc.net
 jlthompson@columbiasc.net
 jsholder@columbiasc.net
 jddaniels@columbiasc.net
 raanderson@columbiasc.net
 rgswatt@columbiasc.net
 ddbrewer@columbiasc.net
 sehollar@columbiasc.net
 jphooks@columbiasc.net
 catimmons@columbiasc.net
 cfdkdcott@columbiasc.net
 lsmatney@columbiasc.net

City of Columbia

903 West Confederate - Encroachment

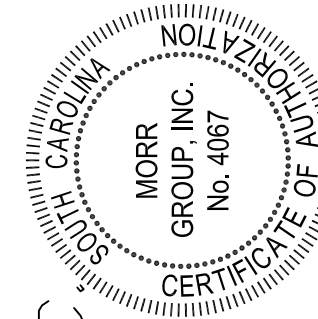
Friday, April 28, 2017



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.





Morr Group, Inc.
Development Services

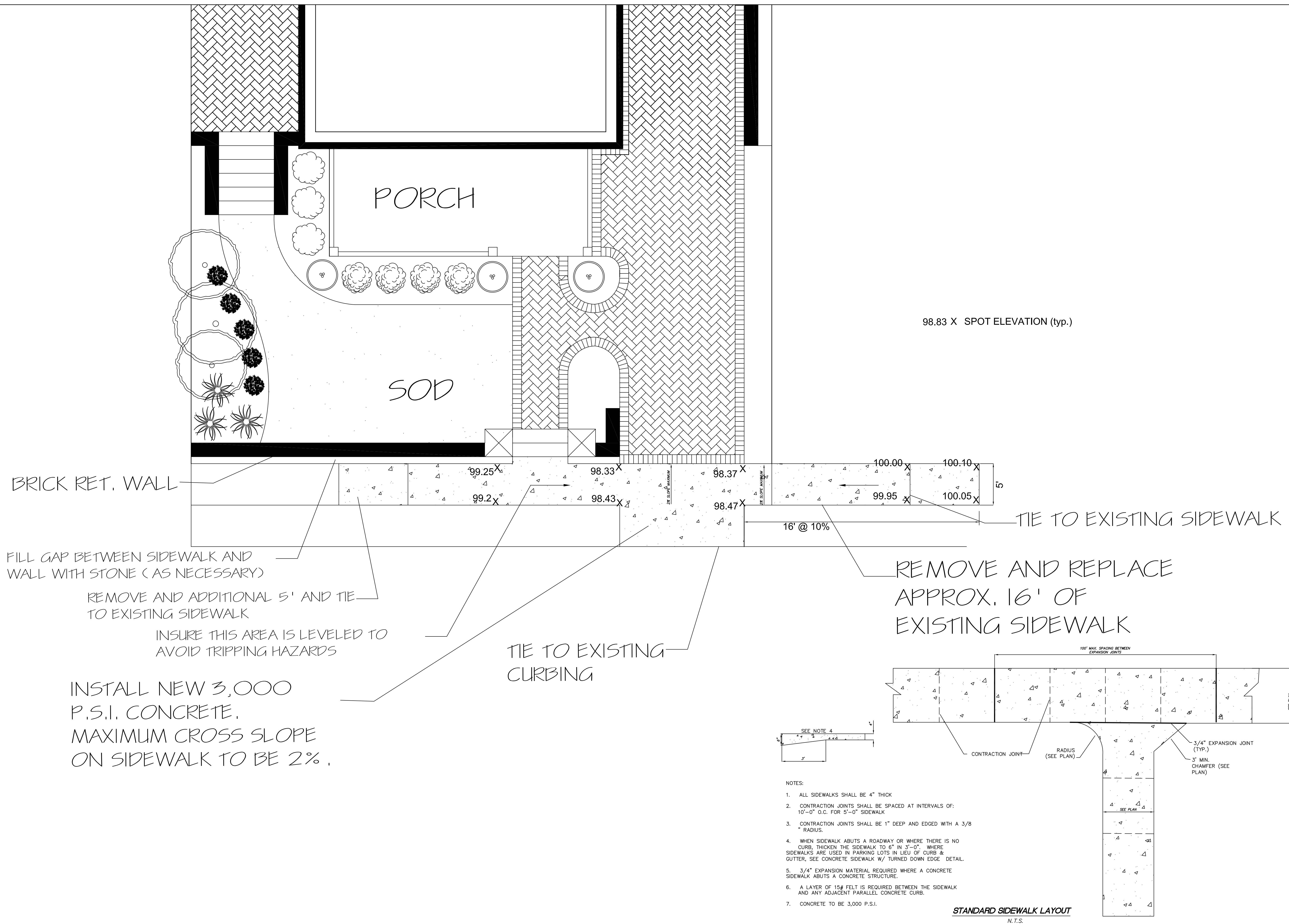
Rev.	Date	Description	By
1	6/5/2017	SHOW REMOVAL OF AN ADDITIONAL 5" OF WALK EITHER SIDE	JSM
2	6/17/2017	ADDITIONAL NOTES PER CITY	

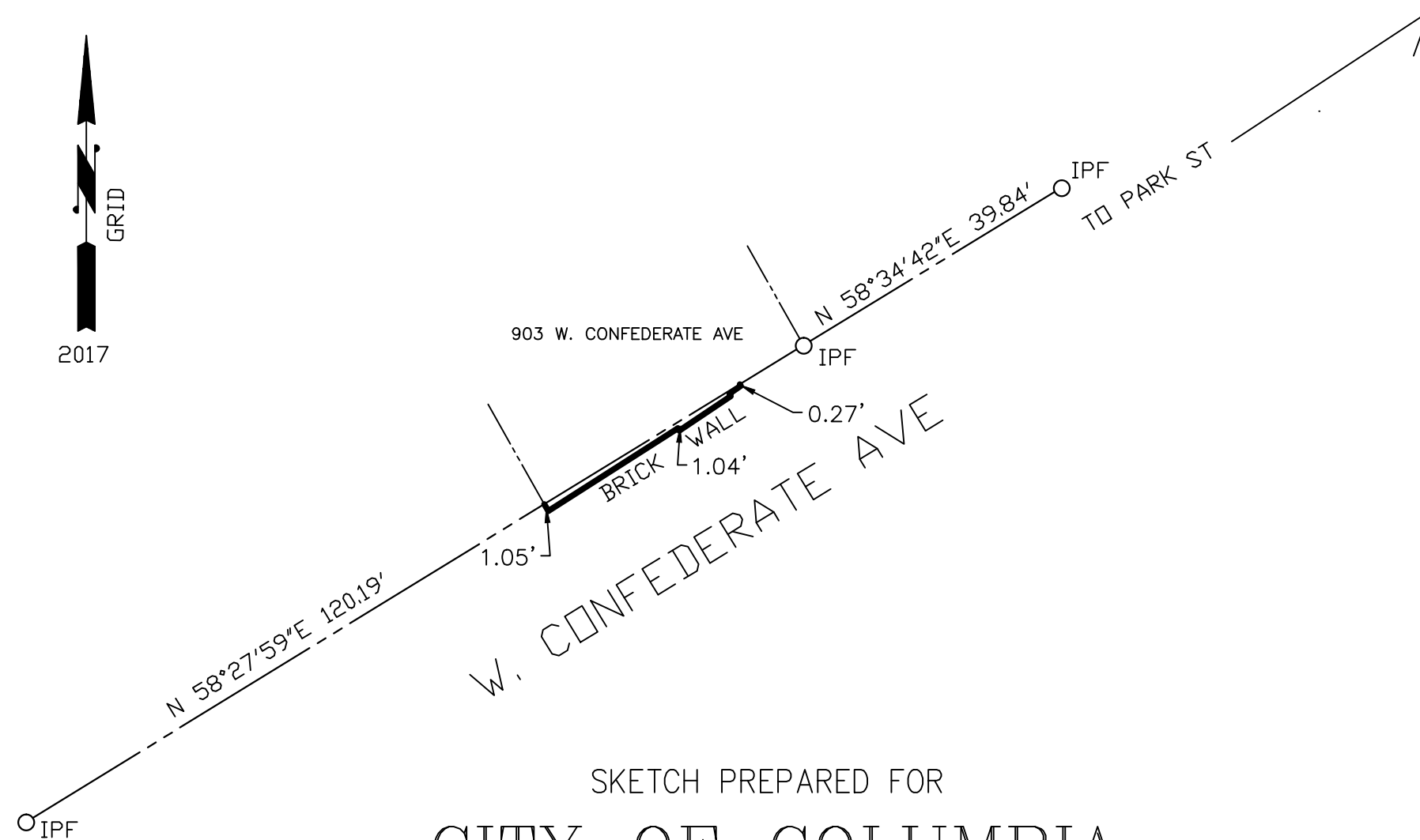
PROJECT TITLE:
**COCKRELL / WYATT RESIDENCE
SIDEWALK IMPROVEMENTS**
903 CONFEDERATE
CITY OF COLUMBIA, RICHLAND COUNTY, SC

Scale:	N.T.S.
Date:	5/12/17
Drawn By:	JSM
Checked By:	JSM
Job No.:	2017-103

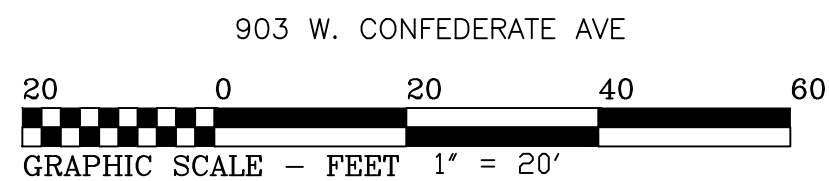
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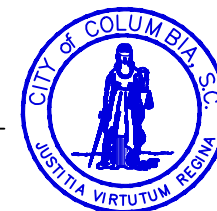
SKETCH PREPARED FOR
CITY OF COLUMBIA



APRIL 25, 2017

DEPARTMENT OF ENGINEERING
1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA
A Capital Place To Be



STOP

ALL WAY





STOP

ALL WAY

10218451







We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-111 - Granting an encroachment to Olive Holdings, LLC for the use of the right of way areas of the 3000 block of Duncan Street for installation and maintenance of corrugated pipe adjacent to 3010 Duncan Street, Richland County TMS#13802-01-03

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2017-111 encroach Olive Holdings LLC 3010 Duncan Street (PDF)

ORDINANCE NO. : 2017-111

Granting an encroachment Olive Holdings, LLC for the use of the right of way areas of the 3000 block of Duncan Street for installation and maintenance of corrugated pipe adjacent to 3010 Duncan Street Richland County TMS#13802-01-03

WHEREAS, Olive Holdings LLC (hereinafter "Grantee") desires to use a portion of the right of way area of the 3000 block of Duncan Street for installation and maintenance of corrugated pipe measuring approximately four (4") inches in diameter and fourteen (14') feet in length for the apartments adjacent to Richland County TMS # 13802-01-03; as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2017, that Grantee is hereby granted the right to use the right of way areas of the 3000 block of Duncan Street for installation and maintenance of corrugated pipe measuring approximately four (4") inches in diameter and fourteen (14') feet in length for the apartments adjacent to Richland County TMS # 13802-01-03; as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia, South Carolina Department of Transportation and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by 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 driveways or parking spaces, 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 of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained.
3. All trees shall be protected and no large tree roots shall be removed from any existing trees, nor shall trees be located too close to streetlights.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns.

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:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2017-111**



**3000 BLOCK OF DUNCAN STREET
ADJACENT TO 3010 DUNCAN STREET
FRENCH DRAIN**

Subject Property:	Right-of-Way within the 3000 Block of Duncan Street, TMS#13802-01-03 adjacent to 3010 Duncan Street
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a French Drain
Applicant:	Olive Holdings, LLC
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for the installation and maintenance of four (4") inch corrugated pipe approximately fourteen (14') feet in length, as shown on the attached drawing. 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 driveways or parking spaces, 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 of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained. 3. All trees shall be protected and no large tree roots shall be removed from any existing trees, nor shall trees be located too close to streetlights. 4. Must be installed at a minimum of depth of 36 inches.
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval. Must be installed with a minimum depth of 36 inches.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

24.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 803-343-8779; 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: 5/25/2017 Property Owner: Tim J. Daleigh
Applicant's Name if different from Property Owner: Christopher Walker
Contact Information: Telephone Number: 803-578-4696 Fax Number: _____
Mailing address: PO Box 90523 E-mail address: GreenSolutionsSC@gmail.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: French drain

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

4" corrugated pipe 1 1/2 to 2 feet deep

Construction material:

57 stone / pipe / new asphalt / sod

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.

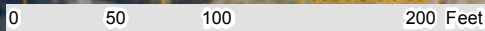
Name/Title: _____
Date: _____

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	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Robert Harkins	Development Services (Plans Review)	803-545-3420	803-733-8647	rharkins@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddbrewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
David Koon	Fire Department	803-545-3701	803-401-8839	cdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR: 7/2014

Wednesday, August 09, 2017



3010 Duncan Street - Drain Encroachment

24.a



01/23/2011 15:55

8037381418

TOMJURAN

PAGE 12/14

BOOK 52 PAGE 2818

1988 AUG 12 PM 3:34



N/F
H. P. THOMPSON

N/F
JOY S. GOODWIN

N/F
MARIA FERNANDEZ

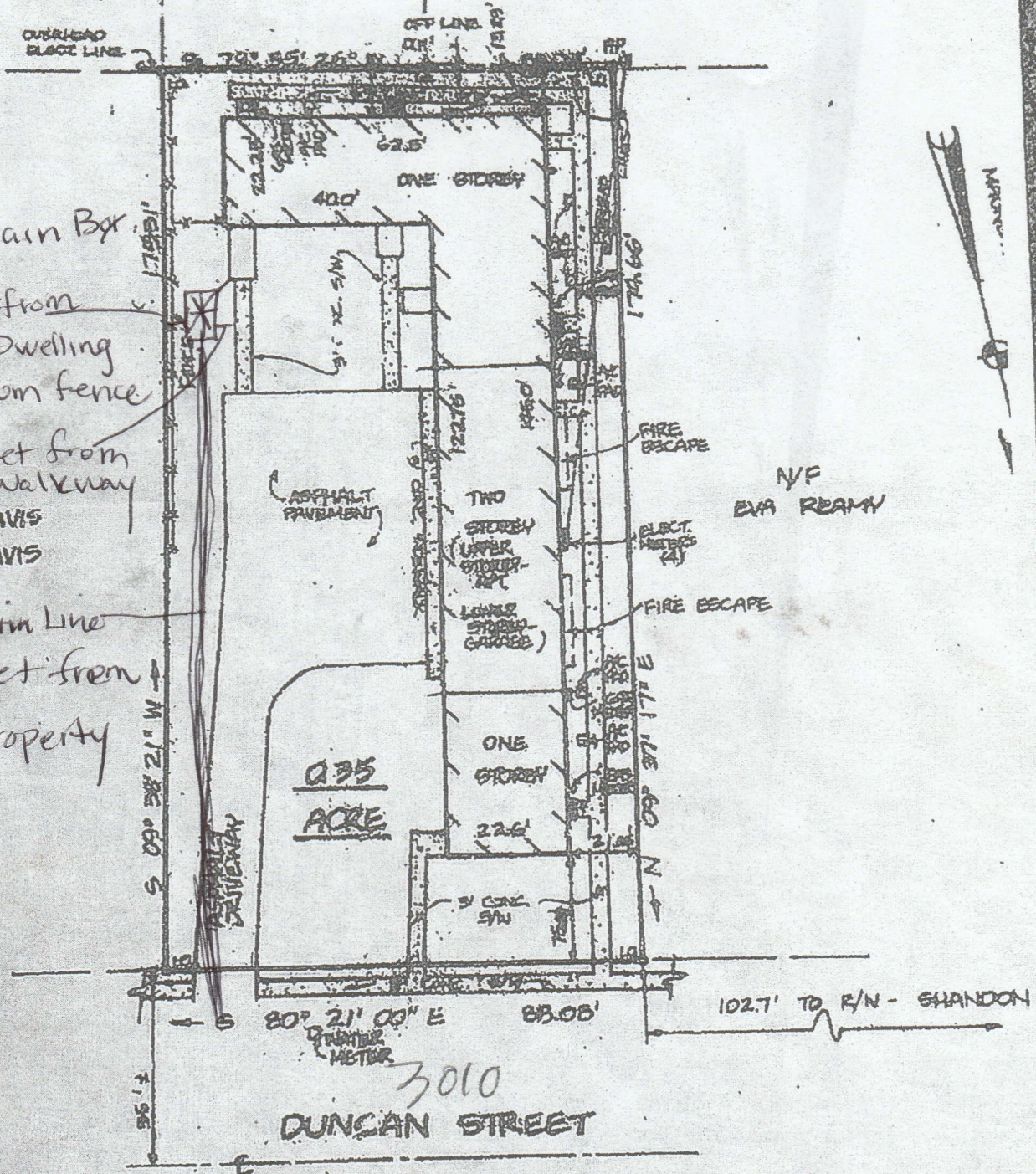
OVERHEAD
ELECT. LINE

OFF LINE

New Drain Box
7.5 feet from
Corner Dwelling
3 feet from fence

2.5 feet from
N/F Walkway
ERT M. DAVIS
IDA M. DAVIS

New Drain Line
2.7 feet from
fence/property
Line





We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-112 - Granting an encroachment to the Shandon Neighborhood Council, LLC for installation and maintenance of landscaping within the triangular right of way area of the 100 block of Harden Street adjacent to 110 Harden Street, Richland County TMS #11310-05-18

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2017-112 encroach Shandon Neighborhood Harden-Heyward (PDF)

ORDINANCE NO. 2017-112

Granting encroachment to Shandon Neighborhood Council, LLC for installation and maintenance of landscaping within the triangular right of way area of the 100 block of Harden Street adjacent to 110 Harden Street, Richland County TMS #11310-05-18

WHEREAS, Shandon Neighborhood Council, LLC (hereinafter "Grantee") desires to use a portion of the triangular right of way area of the 100 block of Harden Street adjacent to 110 Laurel Street, Richland County TMS #11310-05-18 for installation and maintenance of landscaping, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2017, that Grantee is hereby granted the right to use a portion of the triangular right of way area of the 100 block of Harden Street adjacent to 110 Harden Street, Richland County TMS #11310-05-18 for installation and maintenance of landscaping, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for all upkeep and maintenance of the improvements.
4. 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.
5. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets.
6. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. 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:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2017-112**



**100 BLOCK OF HARDEN STREET
ADJACENT TO 110 HARDEN STREET
LANDSCAPING**

Subject Property:	Triangular Right-of-Way within the 100 block of Harden Street adjacent to the 110 Harden Street, TMS #11310-05-18
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping
Applicant:	Shandon Neighborhood, LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping within the triangular ROW, 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. Grantee is responsible for all upkeep and maintenance of the improvements. 4. 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. 5. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 6. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. 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.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.

Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** *An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.*

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 3/22/17 Property Owner: City of Columbia
 Applicant's Name if different from Property Owner: Shandon Neighborhood Council, LLC
 Contact Information: Telephone Number: 803-463-5600 Fax Number: n/a
 Mailing address: 2315 Wilmot Ave. E-mail address: stevenaugustine@gmail.com
 Encroachment Location (Address): Heyward St. and Harden St. Triangle
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)
 Tax Map Number for Encroachment Location: n/a

Encroachment type: Wall Fence Columns Steps Irrigation System X Landscaping Driveway Pavers
Walkway/Side walk Underground Utilities other

If Other - specify: _____

Dimensions (height/width/length): See Attachment A

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: _____

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

_____ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



All work shall comply with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jchambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcCook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Zach Kay	Development Services (Development Center)	803-545-3420	803-733-8699	zpkay@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

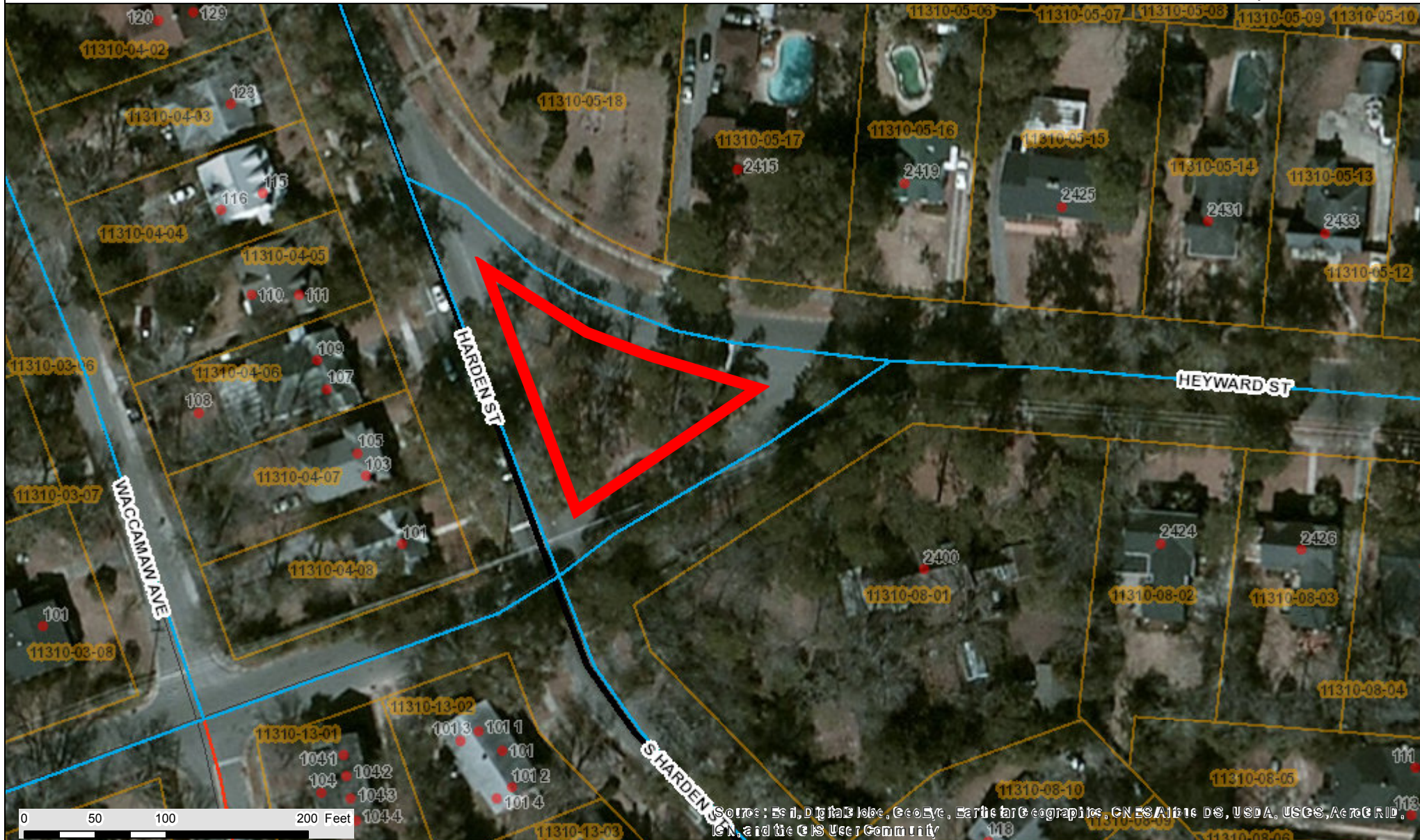
LR: 1/2017



City of Columbia

Harden and Heyward Street Landscape Encroachment

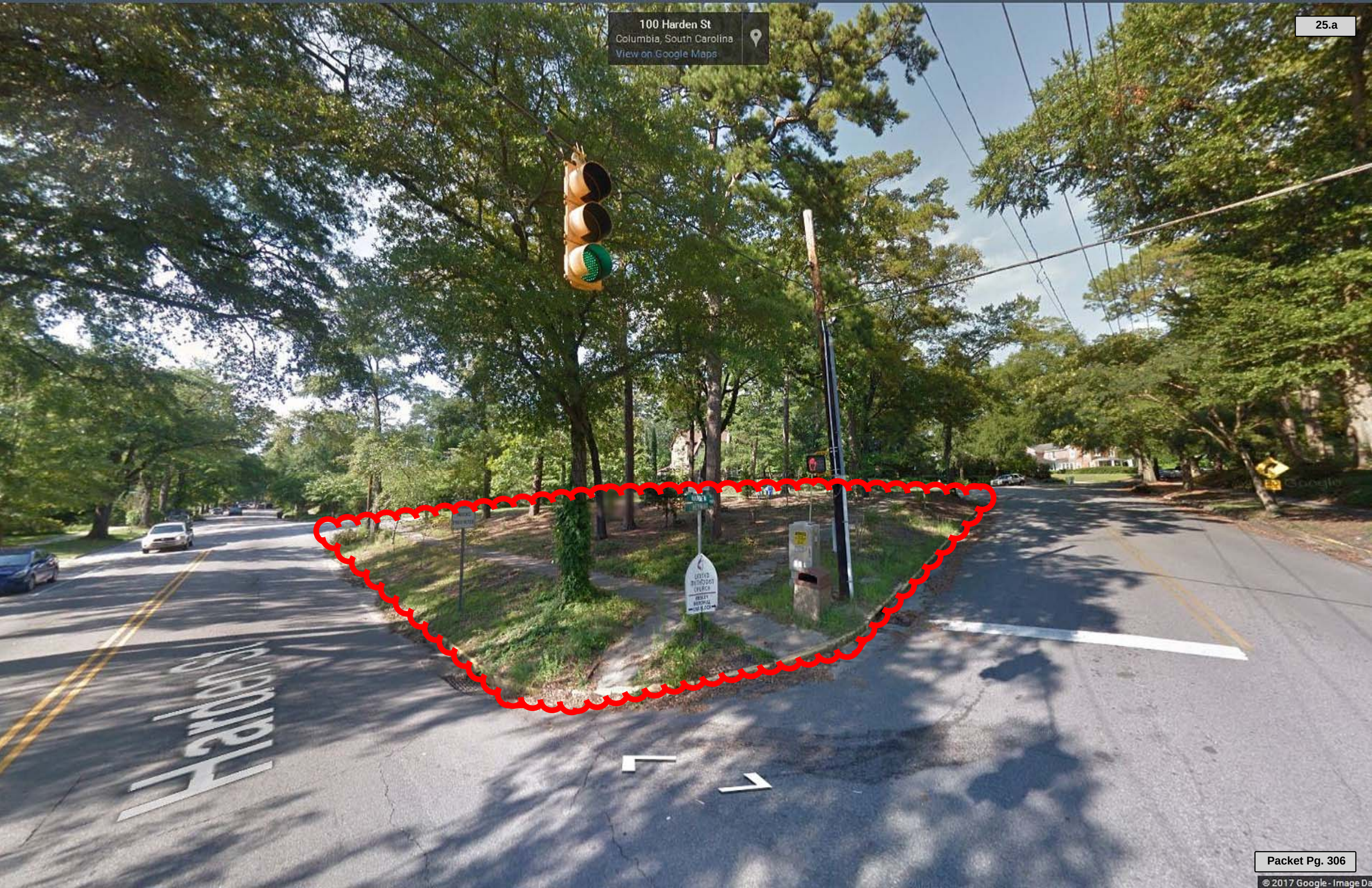
Wednesday, March 22, 2017



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.





ISLAND MASTER PLAN - OPTION A

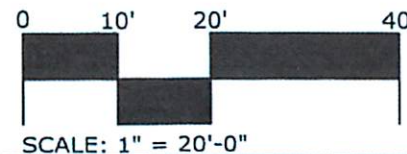
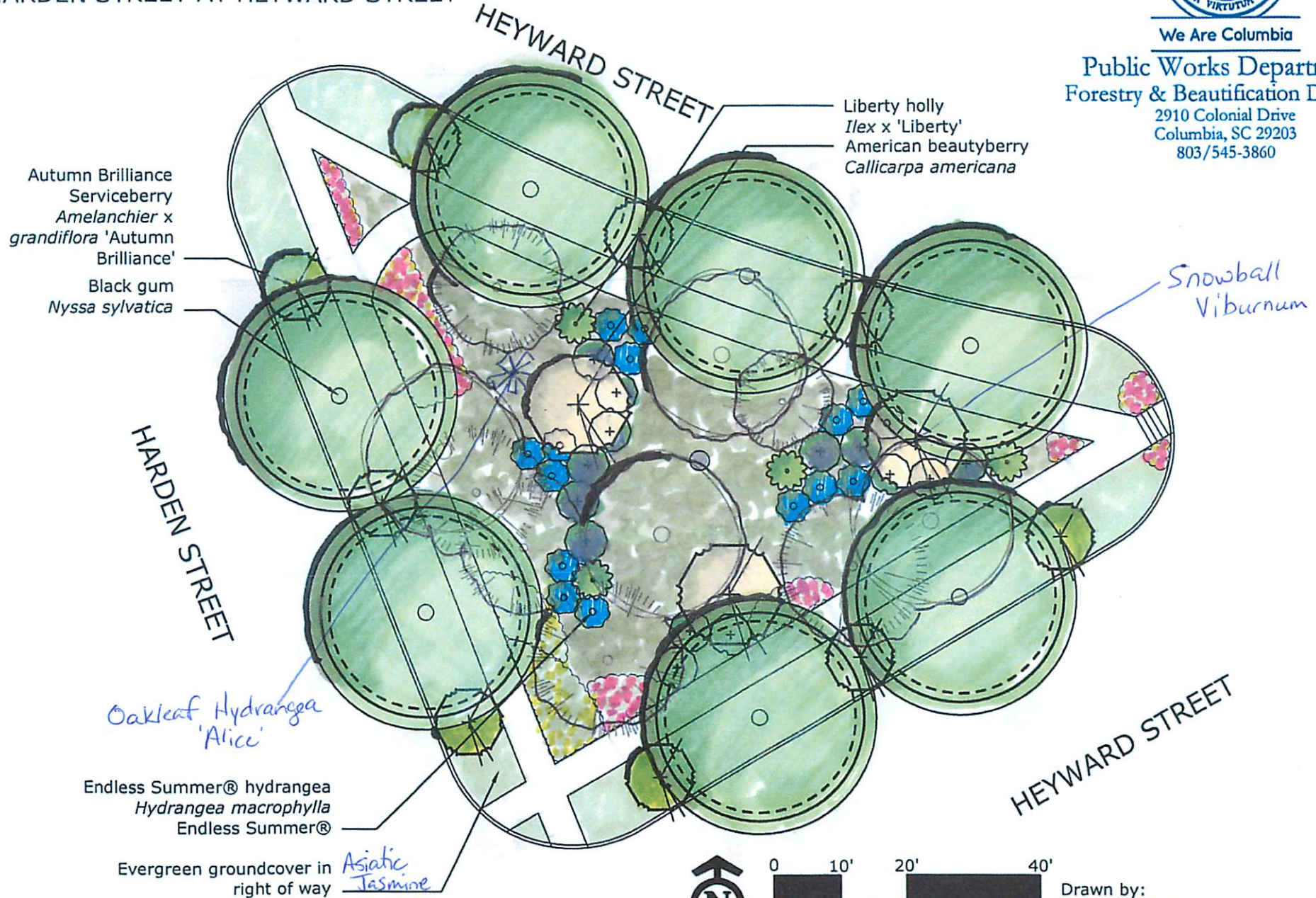
HARDEN STREET AT HEYWARD STREET



We Are Columbia

Public Works Department
Forestry & Beautification Division
2910 Colonial Drive
Columbia, SC 29203
803/545-3860

25.a



Drawn by:
Revision date:
Release date:
Revision number:

DMR
6/14/16
6/14/16



Steve Augustine <stevenaugustine@gmail.com>

Fwd: Harden and Heyward Triangle

George Crouch <gcrouch1@gmail.com>
To: Steve Augustine <stevenaugustine@gmail.com>

Tue, Dec 20, 2016 at 10:36 AM

This is some information from the city. Constructive comments.

See ya Wednesday.

----- Forwarded message -----

From: **Hollar, Sara** <sehollar@columbiasc.net>

Date: Fri, Nov 11, 2016 at 2:04 PM

Subject: Harden and Heyward Triangle

To: George Crouch <gcrouch1@gmail.com>, "mary roe (Mroe@palmettoconservation.org)" <Mroe@palmettoconservation.org>

Good Afternoon-

I attached the plan that I think works the best for both the neighborhood and the city. I have also outlined the responsibilities as we have discussed. I am not sure I have the capabilities to change the original drawing but I will try although I won't be able to by Monday. I have listed out the plant material below.

Trees (City)

7 Black Gum

9 Autumn Brilliance Serviceberry

3 Snowball Viburnum

4 Liberty Holly

Shrubs and Evergreen Ground Cover (Neighborhood)

14 American Beautyberry

15 Endless Summer Hydrangea

1 Alice Oakleaf Hydrangea

Asiatic Jasmine

There is also an area of Distylium 'Vintage Jade' near the birdbath that I did not include on the drawing but am fine with the plant material and location. I think the drawing called for 9 although I am not sure it will take that many.

Some of the existing trees that meet city removal guidelines will be removed and replaced with the trees shown on the plan. If there are existing trees that do not currently meet our guidelines, those will stay. When those trees meet our removal guidelines, they will be replaced according to this plan. Trees meet our removal guidelines when they are dead, dying, diseased or have significant structural defects.

The City will provide irrigation and make the needed upgrades for the additional plant material.

The neighborhood will be responsible for purchasing, planting and maintaining all plant material other than trees. The maintenance needs will vary by season and over time but may include replacements, cutting back and weeding. If the neighborhood opts to change or add shrubs in the future, we will want to review the plant material.

Once the neighborhood has reviewed and discussed, please let me know that the neighborhood is on board and we will move forward. Also, let me know if you have any additional questions or if I left anything out.

Thanks,



Sara E. Hollar, Superintendent
Public Works—Forestry and Beautification Division

2910 Colonial Drive, Columbia, SC 29203

Phone: 803-545-3860

Fax: 803-733-8648

ColumbiaSC.net



2016_11_11_13_58_22.pdf

422K

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **10/20/2017**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jesse T. Reese, Inc. 2014 Assembly Street P.O. Box 1026 Columbia, SC 29202	CONTACT NAME: Joy Laber PHONE (A/C, No, Ext): (803) 799-9206 FAX (A/C, No): (803) 252-1567 E-MAIL ADDRESS: joy@jessetreese.com														
INSURED Shandon Neighborhood Council PO Box 5351 Columbia, SC 29250	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Covington Specialty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Covington Specialty Ins. Co.		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		VBA544578	10/17/17	10/17/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Columbia is listed as an additional insured. **102017**
fax 988-8014

CERTIFICATE HOLDER City of Columbia PO Box 147 Columbia, SC 29202 Fax: (803)988-8014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <JWL>
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We Are Columbia

MEETING DATE: December 19, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Improvement Plan for the Vista Improvement District - Ms. Meredith Atkinson, Executive Director of the Vista Guild

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2017-100 authorize Vista BID public hearing (PDF)

RESOLUTION NO.: R-2017-100*Authorizing a Public Hearing for the
Improvement Plan for the Vista Improvement District*

WHEREAS, pursuant to South Carolina Code §§5-37-10, et seq., municipalities are authorized to create municipal improvement districts; and,

WHEREAS, it is proposed that Columbia City Council create a Municipal Improvement District for the area described in the within referenced Improvement Plan, generally bounded as follows:

The Western boundary is: the western property line of property on the West side of Assembly Street from Elmwood Avenue to Gervais Street.

The Northern boundary is: the northern property line of property on the South side of Elmwood Avenue from Assembly Street to Marion Street.

The Eastern boundary is: the eastern property line of property on the East side of Marion Street from Elmwood Avenue to Gervais Street.

The Southern boundary is: the southern property line of property on the North side of Gervais Street from Assembly Street to Marion Street.

WHEREAS, it is the desire of Columbia City Council to receive public comments thereon; and,

WHEREAS, South Carolina Code §5-37-50 requires that certain resolutions be adopted and that a public hearing be held on the question of the creation of such a district; NOW, THEREFORE

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2017, that the attached "Improvement Plan for the Vista Improvement District dated _____ (the "Improvement Plan") be and it is incorporated herein by reference and this Improvement Plan shall form the basis for a public hearing to be held before Columbia City Council on Tuesday, _____ at 6:00 o'clock p.m. in Council Chambers, 3rd Floor, City Hall, 1737 Main Street, Columbia, South Carolina, 29201.

Requested by:

Councilmember Duval _____

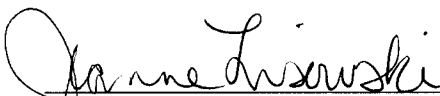
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Congaree Vista Business Improvement District Proposed Improvement Plan

Columbia, South Carolina

CONTENTS

I	The Vista BID Plan and How It Works
II	Proposed Vista BID Boundaries
III	Bylaws of the Congaree Vista Guild
IV	Proposed Vista BID Operating Plan
VI	District Governance & Recommended Board of Directors Structure

The Vista BID Plan and How it Works

The Congaree Vista Guild has undertaken the exploration of a Business Improvement District in the Vista neighborhood of downtown Columbia. Business Improvement Districts (BIDs) have been successfully implemented across the country in areas similar to the Vista as financing and organizational management tools. The basic premise of a BID is to use an additional assessment collected on properties within the district specifically for internal improvements as dictated by the priorities of the district such as infrastructure, security, promotion, or appearance.

Business Improvement Districts provide consistent funding to maintain and improve existing investment in, and attract new investment to urban centers. BIDs are private sector commitments to downtown districts. Not only does a BID provide funding for physical and related improvements, it is also serves as an opportunity to strengthen private sector involvement, management, and accountability in downtowns. As such, BIDs are integral to securing the future viability of downtown districts. In an era of constant competition between suburban shopping malls and business parks, urban centers must find ways to remain competitive as a viable economic alternative for property and business owners, residents, and visitors.

Business Improvement Districts were created by the South Carolina Legislature (5-37-10, et. seq), allowing a voluntary assessment of property owners to provide improvements and to encourage development within the boundaries of the district. Established under the South Carolina Municipal Improvement Act, these self-help improvement districts operate as private sector investment in conjunction with municipalities. State law dictates that the Columbia City Council must approve the proposed plan by city ordinance.

BIDs are a practical and effective solution to many of the problems that plague urban centers. The self-improvement district is designed, created, governed, implemented, and renewed by those who pay for it. A BID allows for a wide range of services, including security, maintenance, marketing and promotions, economic and housing development, and special events. The bottom line? A Business Improvement District assesses real property and improvements on real property within a specified geographic boundary and then directs the proceeds back into the district to provide enhanced services that benefit the district and properties located with the district boundaries.

According to the 2016 Richland County Tax Assessor's Office, the total appraised taxable value of the proposed Vista BID district is over \$300 million.

The Congaree Vista Guild proposes an additional annual assessment equal to .000594 per dollar of the fair market value (as established by the Richland County Assessor) of each parcel be imposed for the purpose of funding the services and improvements contemplated by the Improvement Plan. For properties that have received approval under the Bailey Bill to have their appraised taxable values frozen, the annual assessment shall be applied against the Bailey Bill appraised value. Properties that are exempt from paying property taxes shall be exempt from the additional annual assessment. Owner-occupied residential property that is taxed, or will be taxed pursuant to Section 12-43-220(c) of the South Carolina Code of Laws shall be exempt from the additional annual assessment.

The collected revenue from an additional property tax assessment in the Vista will be divided among five major priorities of the Congaree Vista Guild with a strong emphasis on Clean & Safe. The mission of the Vista BID would include Clean & Safe, Organization, Cultural Development, Events, and Advocacy.

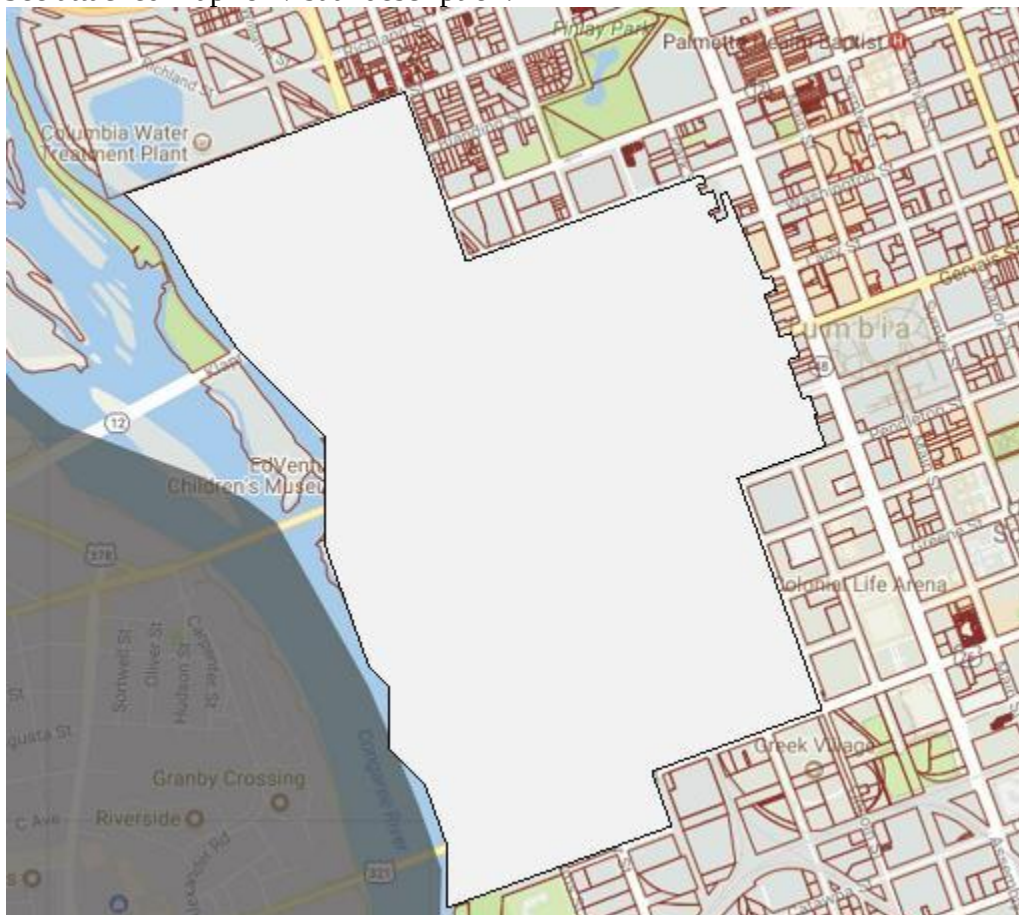
Proposed Vista BID Boundaries

The proposed Vista BID will include all properties inside the legal boundaries as created by City of Columbia ordinance with the exception of predetermined exempted properties based on use (i.e. agricultural and industrial uses and owner-occupied properties).

The southeast corner of the Laurel Street and Pulaski Street intersection will be the point of beginning. From the point of beginning, proceed south on Pulaski Street three city blocks to Hampton Street. Follow Hampton Street in a easterly direction for five city blocks to the western property line of property on the West side of Assembly Street, at which point continue south on the western property line of property on the West side of Assembly Street to Pendleton Street, approximately five city blocks. From the intersection of Assembly and Pendleton Streets, progress west two city blocks to Lincoln Street and south four blocks to Blossom Street. Turn westerly on Blossom Street for three city blocks, then south on Pulaski Street for one block to Wheat Street. Follow Wheat Street west to the Congaree River. The shore of the Congaree River forms the western boundary of the proposed district from Wheat Street north to Laurel Street. Continue east on Laurel Street to Pulaski Street and the original point of beginning.

The eastern boundary of the district is to butt up against the western boundary of the City Center Business Improvement District.

See attached map for visual description.



Bylaws of the Congaree Vista Guild

Article I

Name and Offices

1. Name: The name of the Corporation shall be The Congaree Vista Guild.
2. Principal office: The principal and initial Registered office of the Corporation shall be located at 701 Gervais Street, Suite 150-118 Columbia, SC, 29201.
3. Other offices: The corporation may have offices at such other places, either within or without the State of South Carolina, as the Board of Directors may from time to time determine, or as the business of the corporation may require. The Registered Office need not be identical with the principal place of business or other offices. The Board of Directors may change the Registered office at its discretion, after giving due notice of such change as required by law.

Article II

Object and Purpose

The Corporation is organized and operated exclusively for the purposes as defined under Section 501(c)(6) of the Internal Revenue code of 1986 (or any corresponding provision of any future United States Internal Revenue Law). In particular the Corporation is formed for the purpose of enhancing the economic vitality of Columbia's Congaree Vista area (geographically, this is the area from Elmwood Avenue south to Blossom Street, and from the Congaree River east to Sumter Street).

No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Bylaws, the operations, activities and powers of the Corporation shall be limited to those permitted by an organization described in the Internal Revenue Code Sections 501(c)(6). Notwithstanding any other provisions of these Bylaws, the objects of purposes for which this corporation is organized are exclusively within the meaning of Section 501(c)(6) of the Internal Revenue Code. In benefiting and assisting the public, and developing and promoting business activities within the Congaree Vista area, this corporation is a nonprofit mutual benefit corporation.

In addition to the powers and authorities now or hereafter granted by law to nonprofit corporations by the State of South Carolina and subject always to these limitations, the specific purposes of the Corporation and the powers that it may exercise, are as follows:

- a. To have and exercise all rights and powers conferred on nonprofit corporation under the laws of South Carolina, including the power to contract, rent, buy or sell personal or real property, to lend and borrow money; provided, however, that this

Corporation shall not, except in insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

- b. To act as trustee under any trust incidental to the principal objectives of the Corporation, and receive, hold, administer, and expend funds subject to such trust.
- c. To borrow money, contract debts, and issue bonds, notes, and debentures, and secure the payment or performance of its obligations with assets of the Corporation.
- d. To do all other acts necessary or expedient for the administration of the affairs and in the advancement of the stated purposes of the Corporation.
- e. To sue and be sued.

Article III

Board of Directors

1. General powers: The Board of Directors has the general power to (1) control and manage the affairs, funds and property of the Corporation; (2) disburse the Corporation's monies and dispose of its property in fulfillment of its corporate purpose; provided, however, that the fundamental and basic purposes of the Corporation shall not thereby be amended or changed, and provided further that the Board of Directors shall not permit any part of the net earnings or capital of the Corporation to inure to the benefit of any private individual. The board will annually approve the budget, and will ordinarily monitor its progress.

The Board appointments should reflect the diversity of the neighborhood and be filled by individuals whom represent various industries that exist. Guidelines of these positions, however not mandatory are as follows:

- 2 board positions shall be filled by members from the restaurant and bar industry
- 2 board positions shall be filled by members from the retail industry
- 2 board positions shall be filled by members from the arts community
- 1 board position shall be filled by an architect
- 1 board position shall be filled by an attorney
- 1 board position shall be filled by a non profit arts organization, museum or performance venue
- 1 board position shall be filled by a residential owner
- 1 board position shall be filled by or appointed by the Columbia Convention Center
- 1 board position (ex officio) shall be filled by Columbia Development Corp representative or City Economic Development representative
- No fewer than 80% of board members shall be directly affiliated with a business or property in the Vista.

2. Executive Committee: The Board may, by resolution adopted by a majority of the full Board, designate from among its members an Executive Committee consisting of three (3) or more members, and may delegate to such committee all the authority of the Board, or some portion thereof, except such authority expressly denied an executive committee by law.

3. Executive Director: The Board of Directors may appoint an Executive Director who shall be responsible to the Board for the management and staffing of the Corporation.
4. Number and term: The Board of Directors shall set the number of directors of the corporation, always having at least 3 directors. Each director shall hold office until the expiration of the term for which he is elected, and until his successor shall have been elected and placed in office, or until his earlier resignation, removal from office, death or incapacity. The Directors will serve without compensation, with the exception that expenses may be reimbursed. Directors are elected for a term of three (3) years, may serve two successive terms, and may be join the board again after one year off.
5. Election: Election of Directors for positions for which terms have expired or will expire (including positions for which vacancies were filled) shall ordinarily occur at the annual meeting of the Board of Directors by majority vote of the existing Directors for each position to be filled. Directors shall be eligible for reelection without limitation on the number of terms served. Elections of directors shall be by secret ballot.
6. Resignation and removal: Any Director may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Corporation. Such resignation shall take effect at the time specified in such notice, and the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed from office, with or without cause, as follows: Any Director may be removed by a two-thirds (2/3) vote of the full quorum of the Board of Directors whenever, in the Board's judgment, the best interests of the corporation would be served; Any Director absent for three (3) consecutive meetings of the Board without prior notice to the chair may be removed from the Board by the President acting in his sole discretion. Notice of removal shall be given in writing to the Director not more than ten (10) days subsequent to such action. Election or appointment of a Director shall not of itself create any contract rights.
7. Vacancies: The Board of Directors may elect replacements to fill any vacancy occurring in the Board of Directors by reason of death, resignation or removal. This may be done at any regular meeting, or at a special called meeting. In the event that the Board is reduced to one Director or is left completely vacant, the Board of Advisors (together with any remaining Director, if there is only one) shall elect replacement Directors.
8. Qualifications: No persons shall be qualified to serve on the Board or Committees of the Corporation unless he or she is a person of good character, at least twenty-one years of age, and sincerely committed to the philosophy, mission, and ideals of the Congaree Vista Guild.
9. Attendance: Board members unable to attend a regular meeting shall give an excuse to the president prior to the meeting. Absence from three (3) consecutive regular meetings of the board without an excuse deemed valid by the board and so recorded by the board may be construed as a resignation from the board.

Article IV

Meetings

1. Regular Meetings: The Board of Directors shall provide, by resolution, the time and place, either within or without the State of South Carolina, for the holding of an Annual meeting. The notice for the annual meeting shall include a tentative agenda and shall be given ten days or more before the meeting. This meeting may include the election of Directors and officers, an annual financial review, or the transaction of any other such other business as may come before the meeting. The board may similarly meet three other times a year, so that meetings can be held at least once a quarter.
2. Special meetings: Special meetings of the Board of Directors may be called by the Chairman of the Board, the Executive Committee or a majority of the directors. Such meeting shall be held either within or without the State of South Carolina. At least one (1) days' notice by any usual and timely means of communication, including telephone, fax, U.S. mail (time permitting), or email shall be given, and shall include the main items which the meeting is being called to address.
3. Quorum: A quorum constitutes at least five (5) voting board members. Affirmative votes must be from a majority of qualified members present, with no less than five affirmative votes. If fewer than such number are present at a meeting, the majority of the Directors entitled to vote and present may adjourn the meeting from time to time without further notice.
4. Conduct of the Meeting: The President, or in his or her absence the Secretary, or in their absence, any Director named by the Board of Directors, shall preside at meetings of the Board.
5. Telephone Participation: Directors may participate in meetings of the Board of Directors through the use of conference telephone calls, Internet web conference, or similar communication equipment, so long as all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting and consequently shall be counted toward the required quorum and in any vote.
6. Written Consent in lieu of a meeting: In the absence of a meeting, actions may be taken by unanimous written consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the Board or of such committee, as the case may be. Individual letters, faxes, or email from each member setting forth the action so taken shall be sufficient, so long as all concur. Such written consent shall be filed with the minutes of the proceedings of the Board or committee.

Article V

Officers

1. Officers: The Officers of the Corporation shall be President, Secretary, Treasurer and such other officers and assistant officers as may be deemed necessary by the Board of Directors. One person may hold more than one (1) office, and any office may be left unfilled. Only members of the Board of Directors may serve as officers of the Corporation.
2. Election and term: The officers of the corporation shall be elected by the Board of Directors at its annual meeting, and each officer shall hold this office for one year and until his successors shall be elected and qualify, or until his earlier death, resignation, retirement, removal or disqualification. Any vacancy, however occurring, in any office may be filled by the Board of Directors at any meeting of the Board.
3. Resignation and removal: Any Director may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Corporation. Any officer or agent may be removed, with or without cause, by a simple majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.
4. Duties: The officers shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by this Corporation.

Article VI

Duties of Officers

1. The President: The President shall be the chief elected official of the Corporation; preside at all meetings of the Board and Executive Committee; appoint committees, standing and special, as may be deemed necessary; is ex-officio member of all committees; and the President has general supervision over the activities of the Board of Directors.
2. The Vice-President: In the absence of the President, the Vice-president shall preside at all meetings of the Board of Directors and have all of the powers and duties of the president.
3. The Secretary: The Secretary is the recording officer of the Board of Directors and the custodian of its records; duties include recording minutes of meetings of the Executive Committee and regular meetings of the Board; keeping a file of all reports; conducting correspondence; performing related duties as may be assigned by the President and/or the Board of Directors. The Secretary shall assume the duties of the President in the absence of that officer.
4. The Treasurer: The Treasurer is the financial officer of the Board of Directors. He or she shall work with the Executive Director in preparation of budgets, financial reports, and other related duties as assigned by the President or the Board of Directors, and will

regularly report to the Board on the financial status of the corporation. She or he shall also act as the Chair of any Finance Committee which may be created to assist with these duties.

Article VII

Executive Director

The Executive Director is the recording officer of the Board of Directors and the custodian of its records; duties include recording minutes of meetings of the Executive Committee and regular meetings of the Board; keeping a file of all reports; conducting correspondence; performing related duties as may be assigned by the President and/or the Board of Directors. The Executive Director is appointed by the Board of Directors and serves, without vote, as an ex-officio member of the Board and all Board Committees. The Executive Director is responsible for the management and staffing of the Corporation and the implementation of policies as established by the Board of Directors. In the event there is no Executive Director, the President shall fulfill this role; while serving as Executive Director, the President is entitled to any usual and customary salary budgeted for the Executive Director.

Article VII

Committees

1. Special Committees: The President may appoint Special Committees at his discretion on an as needed basis for specific functions. The Chair and the members of each Committee shall be appointed by the President, and need not be a member of the Board of Directors. Such committees shall perform as the President or the Board of Directors may direct, and the size and any powers or limitations of the committee shall be defined at the time any committee is formed. Committees need not meet or report annually, but shall meet as needed at meeting times designated by the President. Committees may submit a written report to the Executive Director for distribution to the Board. Committees must operate within the confines of the mission and vision of the Congaree Vista Guild. The President or Board can disband any committee at their discretion.
2. Presidential prerogative: The President shall be entitled to visit or chair any committee meeting at any time at his or her discretion.

Article IX

Contracts, Checks and Deposits

1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances.

2. Checks and drafts: All checks, drafts or other orders for the payment of money issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation in such manner as shall from time to time be determined by resolution of the Board of Directors

3. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the Board of Directors may direct.

Article X

Miscellaneous Provisions

1. Amendment: These Bylaws may be amended in any way not inconsistent with the Articles of Incorporation or the laws of the State of South Carolina or the United States. This may be done at any meeting of the Board of Directors by a two-thirds vote of those present, provided a quorum is present and provided that the amendment has been submitted in writing to the Board of Directors at least seven (7) days prior to such regular meeting.

2. Dissolution: The Board of Directors may cease business activities and dissolve the corporation. This shall be done at any regular meeting, provided that: (a) at least seven (7) day's notice of a vote of dissolution has been given, (b) a quorum is present, and (c) at least two-thirds of those present and voting vote to dissolve the corporation. Upon dissolution of the Corporation, and after all its debts and expenses have been paid, at the discretion of the Board, any remaining assets of the corporation shall be distributed to the Columbia Development Corporation.

3. Indemnification: The organization shall indemnify its Directors and Officers to the extent permitted by South Carolina law, and may indemnify its employees and agents to the same or a narrower extent. The Board of Directors may obtain liability insurance coverage for any or all of the foundation's Directors, Officers, employees, or agents.

4. Personnel matters: Personnel matters shall be handled in Executive Session. The President shall be present and chair these meetings.

5. Racial Nondiscrimination Policy: The Congaree Vista Guild is committed to providing benevolent and merciful services without regard to race, religion, or national or ethnic origin.

6. Parliamentary authority: ROBERT'S RULES OF ORDER, NEWLY REVISED shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order this Board may adopt, and are not in conflict with the Bylaws of the Congaree Vista Guild or the Articles of Incorporation of the Corporation. At its discretion, the Board of Directors may elect a Parliamentarian to provide advice on the rules; the Parliamentarian need not be a member of the Board of Directors.

7. Fiscal year: The fiscal year of the Corporation shall end at midnight on June 30th of each year. The Board shall have the power to change the fiscal year.

Addendum

Conflict of Interest Policy

Article I

Purpose

The purpose of the conflict of interest policy is to protect the Congaree Vista Guild's (hereafter, the Corporation's) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. Interested Persons: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, or is an interested person, as defined by the Internal Revenue Service.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
 - b. A compensation arrangement with the Corporation or with any entity or individual with which the Organization has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III

Procedures

1. Duty to Disclose: In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists: After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest:

- a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b.** The President or chair of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c.** After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

- a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- c.** Has agreed to comply with the policy, and
- d.** Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- c.** When conducting the periodic reviews, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Proposed Vista BID Operating Plan

Goal I CLEAN & SAFE

To provide a clean and safe neighborhood for the City's preeminent Art's & Entertainment District. The District would provide an additional level of cleaning and hospitality outreach services beyond the basic services provided by the City and the additional services would not be intended to replace the basic services that the City currently provides.

Goal II ORGANIZATION

To develop and maintain a stable, viable, and effective organization.

Goal III CULTURAL DEVELOPMENT

To promote the cultural development of the Vista and increase awareness of the vast array of businesses and services among visitors and residents alike. Hospitality Tax funds would remain the primary funding source.

Goal IV EVENTS

To provide support for annual events that promote the Vista and sustain local businesses.

Goal V ADVOCACY

To become a unified public voice and strong advocate for issues important to members of the Congaree Vista Guild. To include parking, cleanliness, appearance, and safety issues among others.

Clean & Safe

To provide a clean and safe neighborhood for the City's preeminent Art's & Entertainment District.

The Congaree Vista Guild has worked for the past five years to provide a Clean & Safe team with the specific goal of providing an enhanced level of cleanliness and hospitality ambassadors throughout the Vista Neighborhood. Those services have been funded through a patchwork of grants from both the City's General Fund and from Hospitality Tax grants. The Guild would like to secure a stable funding source for those services to allow for more effective planning and consistent services. Staffing of the Clean & Safe services within the BID will provide a secure and permanent assurance that these services will continue to be provided in a consistent manner.

Cleanliness, homelessness, and public safety are of the utmost concern for residents, employees, and visitors and present a potential problem for the Vista district. Under the plan presented here, the Vista BID would be responsible for providing neighborhood services to guarantee a clean, safe, and secure district for all. These services will be implemented based on desire and need as growth and development continues in the Vista. Clean & Safe services would be limited to the boundaries of the proposed business improvement district.

Organization

To develop and maintain a stable, viable, and effective organization.

The Congaree Vista Guild has operated as a neighborhood business organization for over 30 years. During the Vista Guild's strategic planning process, the neighborhood identified the need for a strong and sustainable neighborhood organization. The establishment of a BID is proposed as a way to implement the goal for a stable organization as set by the **Vista Guild Strategic Plan**.

Staffing of the potential BID will provide a permanent presence for the Vista Guild in both the neighborhood and as a city player. The primary function of the staff will be to coordinate initiatives of the Vista BID. Additionally, staff will work with related public, private, and non-profit organizations throughout Columbia on cooperative projects to ensure that the initiatives of the Vista BID benefit not only the property owners and businesses within the district, but throughout the Columbia City Center.

The Guild's staff is currently supported by a combination of City of Columbia Hospitality Tax Funds, Membership Fees, Sponsorships, and Event Revenue. The Guild has relied on a light-staffing model for all services except for Clean and Safe.

The light-staffing model has allowed the Guild to employ a single non Clean and Safe employee to act as Executive Director and to utilize the extensive resources of businesses located in the Vista to serve as independent contractors for professional services. These services may include:

- Marketing
- Advertising
- Public Relations
- Graphic Design and Artistic Direction
- Special Events
- Financial Management and Accounting

The Congaree Vista Guild BID Board of Directors intends to continue to utilize this light-staffing model with additional revenue from the Vista BID, for staffing, being primarily directed towards the support of the Clean and Safe program.

Neighborhood representation, marketing and promotional efforts, and advocating on behalf of the BID and its programs will continue to be priorities of the organization element of the proposed Vista BID. The visible day-to-day presence of the Vista Guild on the street and in the community in the form of Clean and Safe employees will provide the basis of BID Goal II: ***To develop and maintain a stable, viable, and effective organization.***

Cultural Development

To promote the Vista and increase awareness of individual businesses and the cultural fabric of the Vista.

The Congaree Vista District of Columbia has been revitalized as the center of arts and entertainment in Columbia. The maintenance of existing businesses and the addition of similar retail and commercial businesses is crucial to the continued success of the Vista. It is the goal of a potential Vista BID to promote and encourage the growth of the artists' studios and galleries, design-oriented professional businesses, restaurants, entertainment venues, and consumer services in the neighborhood. Likewise, the expansion of the current business mix is an integral part of the cultural development of the Vista. Both can be accomplished with an emphasis on honing and increasing the cultural elements that make the Vista so attractive to residents and visitors alike.

It was determined during the planning process that a key priority of the Vista Guild is the continued promotion and branding of the Vista as a residential, business, and tourism destination. Additionally, the maintenance of the Vista's characteristic artistic and cultural qualities should be a main concern in business recruitment and development of a stable and economically viable urban district.

Strong advertising and marketing efforts directed toward residents of Columbia and visitors from across South Carolina and throughout the Southeast region will be the

primary activity of the Vista Guild in meeting its goal of Cultural Development. An ongoing general branding campaign and the promotion of specific cultural initiatives are part of the proposed marketing efforts. Working with public, private, and non-profit sectors throughout Columbia, the Vista Guild hopes to initiate and partake in cooperative advertising campaigns to promote the city to residents, businesses, and visitors alike.

The primary funding mechanism for cultural development under a Vista BID will be the Hospitality Tax Funds allocated to the Vista Guild based on an application filed annually with the City of Columbia. As demonstrated in recent years, Vista restaurants and entertainment venues contribute roughly 10% of all Hospitality Tax collections in Columbia. As such, the Vista Guild will continue to apply and expect to receive a significant portion of Hospitality Tax Funds to be used for marketing and promotional efforts aimed at increasing visitorship to the Vista.

Funds will also be allocated from the general BID annual budget to supplement the Hospitality Tax Fund amount. By financing cultural development in this manner, revenue collected from the BID assessment can be directed towards other key priorities of the Vista Guild. Attention given to maintaining and increasing cultural development meets the criteria of the Vista BID's Goal III: ***To promote the Vista and increase awareness of individual businesses.***

Events

To provide and/or support ongoing events that promote the Vista community and support local businesses.

The Vista Guild has been very successful in the implementation of two annual events capitalizing on the arts and entertainment elements in the district. The Guild recognizes the importance of signature events as not only tourism-drivers, but also as fundraisers and promotional opportunities for the businesses in the Vista.

Vista Lights is in its 32nd year as an annual kick-off to the fall/winter holiday season. The event, held the third Thursday in November each year, draws the year's largest crowd to the Vista. The event was originally arts-based, and has endured several reincarnations in its nearly two decades. The Board of Directors of the Vista Guild, as well as several neighborhood business and property owners have expressed a desire to reinvent Vista Lights with an emphasis on the retail and dining businesses in the district.

The second annual Vista event, Artista Vista, is held each spring in late April or early May. This artist-run event has been supplemented by the Vista Guild's coffers for many years, and draws crowds of art-lovers from across South Carolina and throughout the Southeast region. Artista Vista aims to expand in the coming years to include local university and college art students, as well as statewide exhibitions and installation art.

The goal of a potential BID, based on the organizational and planning process to date, will be to increase the financial and creative contributions to both of the Vista's signature

events: Vista Lights and Artista Vista. Both events are extremely successful but have much room for growth and expansion. The targeted advertising of the events, as well as providing a variety of activities and offerings at each event will continue to draw local crowds and increase attendance, and therefore visitorship, to the Congaree Vista.

As part of a larger commitment to cooperation and coordination among public, private, and non-profit organizations in Columbia, a Vista BID hopes to aid in the cross-promotion of citywide events. The coordination of advertising and marketing efforts in reference to special events benefits the city as a whole, and helps to promote Columbia to a larger audience. Likewise, a Vista BID will work with the same organizations to increase promotion of its signature events, Vista Lights and Artista Vista.

This meets the Vista BID's Goal IV: ***To provide and/or support ongoing events that promote the Vista community and support local businesses.***

Advocacy

To become a unified public voice and strong advocate about issues important to members of the Vista Guild.

As the Congaree Vista grows and develops, a consistent message of advocacy for the neighborhood, and by extension the downtown city center, will be necessary. Growth and development present opportunities and challenges for the district. The Vista Guild BID will be a voice for the interests of the neighborhood through clear and concise communication between property and business owners and municipal governments and similar organizations.

Parking

Throughout the Vista Guild strategic planning process, and since the adoption of the Vista Guild Strategic Plan, the issue of providing adequate parking has plagued the neighborhood. Identified as the top priority issue for growth and development of the area, the parking issue is a prime example of how the Vista BID will serve as both a proactive voice in initiating discussions and action to help alleviate the parking problem in the district.

Tourism

As the arts and entertainment district of Columbia and the center of tourism activities in the Midlands, the Vista BID will work with area attractions such as the South Carolina State Museum, Columbia Museum of Art, South Carolina State House, Historic Columbia Foundation, and Riverbanks Zoo, as well as the Columbia Metropolitan Convention Center, to insure a positive visitor experience to our neighborhood and our city.

Interagency Coordination

Obvious in the initiatives detailed above is the intrinsic coordination and cooperation with public, private, and non-profit organizations throughout Columbia. A synchronized message emanating from the organizations and municipalities in the Midlands presents a solid message to residents, potential businesses, and visitors about quality of life issues in South Carolina's capital city.

The potential Vista BID aims to be a voice for the neighborhood, including property and business owners, residents, and visitors. It will be in constant communication with municipal and regional governments, civic and non-profit organizations, business leagues and educational institutions in the Midlands on behalf and in the best interest of all parties involved. This voice will serve to meet Goal V of the Vista BID proposal: ***To become a unified public voice and strong advocate about issues important to members of the Vista Guild.***

District Governance & Recommended Board of Directors Structure

The Vista BID shall be operated and governed by the Board of Directors of the Congaree Vista Guild. The Board of Directors is designed to reflect the diversity of the neighborhood and is filled by individuals that represent various industries within the neighborhood. The specific breakdown is spelled out in Article III, Section 1 of the Bylaws of the Congaree Vista Guild which are included above.

Upon creation of the Vista BID by Columbia City Council, the existing Vista Guild Board of Directors will be responsible for the operation and governance of the newly created district.

Subsequent Vista BID Board of Director appointments, with the exception of any appointments made by public representatives, will be nominated and recommended by the existing Board of Directors on an annual basis.