



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 8, 2019

The Columbia City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, January 8, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

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

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

1. Office of Economic Development Initiatives - Mr. Ryan Coleman, Director of Economic Development
2. Capital Projects for General Fund and Special Revenue - Mr. Jeff Palen, Chief Financial Officer and Assistant City Manager and Ms. Missy Caughman, Director of Budget and Program Management

CITY COUNCIL DISCUSSION

3. Tobacco Policy Options - Mr. Patrick Wright, Senior Assistant City Attorney **Updated**

EXECUTIVE SESSION

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



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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 8, 2019**

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5. Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2) **Addition**

– Metro Wastewater Treatment Plant

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

6. Council is asked to approve the December 18, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 7 THROUGH 24

7. Council is asked to approve the Renewal of Computer Aided Dispatch Annual Maintenance Software Services, as requested by the Columbia-Richland 911 Communications Center. Award to Tri-Tech Software Systems in the amount of \$251,851.60. This firm is located in Columbia, SC.

Funding Source: City Account 1012701 - 638200 (\$125,925.80) and County Account 2082702 - 638200 (\$125,925.80). The original budgeted amount is \$251,851.60.

8. Council is asked to approve the Purchase of Compost Grinding Services, as requested by the Solid Waste Division. Award to Martin Edwards & Associates, Inc., in the amount of \$103,181.40. This vendor is located in Erwin, NC.

Funding Source: Solid Waste Compost, Special Projects; 1014406-638500. The original budgeted amount is \$104,810.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 8, 2019

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9. Council is asked to approve the South Region Police Station Roof Replacement Construction Project, as requested by the Support Services Division. Award to Aqua Seal Mfg. & Roofing, Inc. in an amount not to exceed \$65,780.00. This firm is located in West Columbia, SC.

Funding Source: 1011201-659300. The original budget amount is \$65,780.00.

10. Council is asked to approve the Purchase of Eight (8) Chevrolet Equinox Vehicles for the Police Investigations Unit, as requested by Fleet Services. Award to Love Chevrolet Company, using the SC State Contract in the amount of \$167,096.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto Trucks-Hvy Equipment-Capital; 6308972-658500. The original budgeted amount is \$180385.92.

11. Council is asked to approve the Purchase of Three (3) Dodge Charger Pursuit Vehicles for the Police Special Ops Unit, as requested by Fleet Services. Award to Santee Automotive LLC, using the SC State Contract in the amount of \$72,756.00. This vendor is located in West, Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$72,756.00.

12. Council is asked to approve the Purchase of Twenty-two (22) Chevy Tahoe PPV Interceptors for the Police -Operations Division, as requested by Fleet Services. Award to Love Chevrolet, using the SC State Contract in the amount of \$722,348.00. This vendor is located in Columbia, SC.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$722,348.00.

13. Council is asked to approve the Purchase of an Engine, as requested by the Fire Department. Awarded to Emergency Equipment Professionals Inc., using the H-GAC Interlocal Contract in the total amount of \$616,241.00. This vendor is located in Southaven, Mississippi.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$616,241.00.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 8, 2019

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14. Council is asked to approve the Purchase of a Ladder Engine, as requested by the Fire Department. Award to Emergency Equipment Professionals, using the H-GAC Interlocal Contract in the total amount of \$1,533,896.00. This vendor is located in Southaven, Mississippi.

Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$1,533,896.00.

15. Council is asked to approve the Fiscal Year 2019 Water and Sewer Rate Study Update, as requested by Columbia Water. Award to Black & Veatch Management Consulting, LLC, in the amount of \$187,860.00. This firm is located in Kansas City, MO.

Funding Source: Engineering - Special Contracts W/S, SW; 5511706-638305. The original budgeted amount is \$200,000.00.

This is a Clean Water 2020 Program Project.

16. Council is asked to approve an Engineering Services Agreement for Project SS7435; Wexford and Windsong Lift Stations Evaluation and Rehabilitation Project, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$418,950.00. This firm is located in Columbia, SC.

The original budgeted amount is \$320,000.00 (SS7435-5529999-658650). Additional funds will come from -SS728801-5529999-658650.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Weston & Sampson of Columbia SC is the Mentor and will provide technical consulting support, professional surveying and engineering services at 70% (\$296,630.00) of the contract value. Carper Civil Consulting of Columbia SC, a Minority Business Enterprise (Woman), is the Protégé and will provide project management, engineering design, permitting services, bidding services and construction administration at 21% (\$88,000.00) of the contract value.

The following sub-consultants will provide additional services:

Construction Support Services, Inc., of Columbia, SC will provide services at 3.8% (\$16,000) of the contract value.

Howard Engineering, Inc., of Marietta, SC, a Minority Business Enterprise (Woman) will provide services at 2.6% (\$10,920) of the contract value.

Terracon, Inc., of Columbia, SC will provide services at 1.8% (\$7,400) of the contract value.



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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 8, 2019**

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17. Council is asked to Rescind the Award to L-J, Inc., for Project #SD8389; Devils Ditch Joint Maintenance Services in an amount not to exceed \$567,889.85, as requested by Columbia Water and approved by Council on October 16, 2018.
 18. Ordinance No.: 2018-073 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #13609-01-01 and TMS #13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF #250-461

First reading approval was given on December 18, 2018.
 19. Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426

First reading approval was given on December 18, 2018.
 20. Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

First reading approval was given on December 18, 2018.
 21. Resolution No.: R-2018-079 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 1, 2019
 22. Resolution No.: R-2018-080 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2019 on Main Street on Friday October 4, 2019 and Saturday, October 5, 2019
 23. Resolution No.: R-2018-109 - Authorizing consumption of beer and wine beverages only at the Loco Craft Beer Jam at City Roots Farm on Saturday, March 9, 2019 with a rain date contingency of Sunday, March 10, 2019
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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 8, 2019**

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24. Resolution No.: R-2018-113 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 24, 2019 with a rain date contingency of September 7, 2019

ZONING / PLANNING MATTERS - SECOND READING

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

Ordinance No.: 2018-071 -Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17

Council District: 3

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

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

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

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

First reading approval was given on December 18, 2018.

PUBLIC HEARING - ORDINANCES FIRST READING

26. Ordinance No.: 2018-078 - Establishing a Moratorium on Shared Mobility Vehicles
27. Ordinance No.: 2018-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-5 Operation of motor scooters



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JANUARY 8, 2019

RESOLUTIONS

28. Resolution No.: R-2018-111 - Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1321 Lady Street, Richland County TMS #11401-01-05
29. Resolution No.: R-2018-114 - Authorizing the City Manager to execute the Boyd Island Naming Rights Agreement between the City of Columbia and Darnall W. and Susan F. Boyd Foundation, Inc., Saluda River Walk- Three Rivers Greenway Project, Richland County TMS #09003-02-01
30. Resolution No.: R-2018-115 - Authorizing the City Manager to execute a Purchase Agreement for Bulk Water to Stonegate Subdivision between the City of Columbia and Carolina Water Service

APPOINTMENTS

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

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



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MEETING DATE: January 8, 2019

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Office of Economic Development Initiatives - Mr. Ryan Coleman, Director of Economic Development

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** ED Presentation to Council (PDF)

Columbia Economic Development Office

CITY COUNCIL UPDATE - 2019



2013 Strategic Plan Goals - Update

Recommendation	Status
Adopt vision statement and goals	Completed
Implement Economic Development Office organizational structure and job description	Completed
Form a City Council “Economic Development Project Action Committee”	N/A
Hire a new Director of the Office of Economic Development	Completed
Install a Business Liaison Director to assist new businesses with Permitting and Zoning issues and existing businesses in dealing with issues relating to the City	Completed
Communication to internal and external partners	Completed
Evaluate paid partners and develop new contracts	Ongoing
Form an Economic Development Ally Council	Needs updating
Implement a communications campaign	Ongoing
Adopt a City incentive policy	Completed
Develop a site and building inventory	Ongoing
Conduct a marketing study and develop a marketing strategy for the City	Completed
Conduct a 3 rd party review of Permitting, Planning, and Zoning procedures	Ongoing
Promote the City’s strengths and mitigate it’s weaknesses	Ongoing
Address the homeless issue in the core of the City	N/A
Evaluate methods to align resources and related economic development success with Richland County	Ongoing

City Council's Work Plan Objectives

Goal 1: Grow opportunities for entrepreneurship, business development, and a skilled workforce to achieve a healthy economy

- 1.1 - Implement the economic development strategic plan by identifying funding and strategies to enhance business recruitment and development
- 1.2 - Incentivize business development and recruitment
- 1.3 - Develop strategies to acquire more state and federal funding
- 1.4 - Include financial support for master plans that create business development
- 1.5 - Expand opportunities for small, minority, and woman owned enterprises

Goal 4: Collaborate and partner with entities within the Midlands region to become the state's prime destination for residents, visitors, and businesses

- Develop and implement a plan to aggressively address affordable/workforce housing in the City
- Targeted Community Redevelopment Projects

Notable Projects (since 2014)

Seibels Expansion (2015) - \$10.5M investment to update 1501 Lady Street

Dominion (2016) - \$10.6M investment, 115 jobs created

Jushi (2016) – 800 jobs created, with an estimated \$1.4M annually in water/sewer revenue

Capgemini-TCube Acquisition (2017) – Invested \$1.5M and created 70 new jobs

Capgemini Expansion (2018) – Invested \$2.6M and creating 200 new jobs

The Ritedose Corporation (2018) – Invested \$10M

Five student housing projects (2014-2018)

- Over \$258,000 annually in property taxes (does not include The Empire or Reign Living)
- Over \$444,000 annually in water/sewer revenues (does not include The Empire or Reign Living)

Upcoming Recruitment Trips

Spring Recruiting Mission (Northeast) – February 2019

ICSC Carolinas Conference – March 11-12, 2019

Shared Services and Outsourcing Week – March 11-14, 2019

RECon (retail recruitment) – May 19-22, 2019

BIO 2019 – June 3-6, 2019

Fall Recruiting Mission (TBD) – Fall 2019

*Target industries will be Insurance Technology/Services, FinTech, Life Sciences, and Retail/Restaurant

Additional Economic Development Initiatives

Opportunity Zones

Retail/Restaurant Recruitment Initiative

- Have currently met with 4 of the 6 merchant's associations
- Cataloguing available properties within the 6 districts and working with business leaders to assess barriers to growth

Bloomberg Economic Development Collaboration Program

Salesforce Implementation

Potential partnership on an Open Source technology conference in Columbia

Incentives

In January 2018, the Economic Development Department introduced two incentive programs to City Council focused on:

- Recruiting larger, commercial office type projects into the City
- Helping to develop small businesses by assisting with transformative projects that have the potential to create a significant impact in the local community

Current annual funding for those programs is \$200,000, and grant amounts can range anywhere from \$5,000 to \$100,000 depending on the type of project

Allowable expenses include upfit costs and furniture, fixtures, and equipment (FFE)

An additional \$60,000 of grant capacity will be added to the pool once Mast General rolls off of the budget in 2019

Partner Agencies

ED Partner Agencies primarily support to the Department and City by assisting with:

- Business recruitment and trip scheduling
- Entrepreneurship and small business development initiatives
- Marketing
- Talent retention and attraction

Overall partner funding for 2018-19 is \$388,000

- Partner funding has been reduced by 42% from \$668,000 in 2014
- Will be reduced by an additional \$60,000 in the next year when Mast General interest rolls off
- Repatriating partner funding has been used to create two new grant programs focused on business recruitment and small business development initiatives
- Council has expressed interest in including retail/restaurant grant program in the future

Partner Funding

Partner Agency	Funding Amount
Central SC Alliance	\$72,000
EngenuitySC	\$65,000
City Center Partnership	\$70,000
USC/Columbia Technology Incubator	\$25,000
Columbia World Affairs Council	\$32,500
IT-oLogy	\$10,000
Mast General interest	\$54,000

Partner Agency	Funding Amount
Greater Columbia Chamber of Commerce*	\$53,500

**Not included within Economic Development budget*



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Capital Projects for General Fund and Special Revenue - Mr. Jeff Palen, Chief Financial Officer and Assistant City Manager and Ms. Missy Caughman, Director of Budget and Program Management

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** FY 19-20 Planned & Proposed Capital Projects - January 8 Budget Workshop (PDF)



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Tobacco Policy Options - Mr. Patrick Wright, Senior Assistant City Attorney

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Ordinance_2006_081 (PDF)
- **#b:** Tobacco Retail Licensing (PDF)

ORDINANCE NO.: 2006-081

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution Control, to add Division 5, Establishing Regulations and Requirements Relating to Smoking of Tobacco Products in the City of Columbia

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BE IT ORDAINED by the Mayor and Council this 8th day of November, 2006, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution Control is amended to add Division 5, Establishing regulations and requirements relating to smoking of tobacco products in the City of Columbia, to read as follows:

Section 1: The Code of the City of Columbia is hereby amended to add Division 5, which shall read as follows:

a. Findings. As an incident to the adoption of this Ordinance, the City Council ("City Council") of the City of Columbia, South Carolina (the "City") makes the following findings:

(1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and,

(2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and,

(3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and,

(4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and,

(5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and,

(6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-

menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and,

(7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and,

(8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and,

(9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and,

(10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and,

(11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes City-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this ordinance.

b. Intent. City Council finds that it is in the best interest of the people of this City to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, City Council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this City by limiting exposure to secondhand smoke in the workplace; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

c. Definitions.

"Drinking Establishment" means any business whose on-site sales of food for consumption on the premises comprises no more than fifteen (15%) percent of gross sales of both food, non-alcoholic and alcoholic beverages on an annual basis.

"Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

"Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs one (1) or more persons.

"Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

"Medical Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

"Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as Private Clubs under this ordinance. A private club is not a private club for the purposes of this ordinance when being used for a function to which the general public is allowed to enter.

"Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.

"Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

"Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.

"Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.

"Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

"Work Space or work Spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

(d) Prohibition of Smoking in the Workplace.

(1) All employers shall provide a smoke free environment for all employees working in any Work Space or Workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any Work Space and Workplace from smoking tobacco products therein.

(2) No person shall smoke or possess a lighted tobacco product in any Work Space and Workplace.

(e) Exceptions. Notwithstanding the provisions of Section (d) herein, smoking may be permitted in the following places or under the following circumstances:

(1) Private residences;

(2) Private clubs;

(3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be

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contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;

- (4) Retail Tobacco Stores as defined herein;
- (5) Religious ceremonies where smoking is part of the ritual;
- (6) Medical facilities;
- (7) Smoking by performers during a theatrical event which requires smoking in the context of the performance;
- (8) Drinking Establishments which post in at least two conspicuous locations that it is a smoking establishment;

(f) **Posting of Signs.** The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(g) **Reasonable Distance.** Smoking outside a Workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any Work Spaces and Workplaces through entrances, windows, ventilation systems or other means.

(h) **Jurisdiction, Enforcement and Penalties.** A person who owns, manages, operates, or otherwise controls a Workplace or Work Space and who fails to comply with the provisions of this Article shall be guilty of a misdemeanor, punishable by:

(1) A fine not exceeding five hundred dollars (\$500) and imprisonment for not more than 30 days, or both.

Violation of this Article is hereby declared to be a public nuisance.

Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

(i) **Severability.** If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

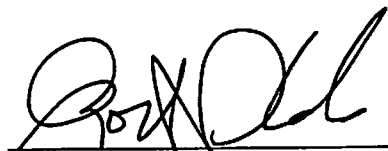
(j) Conflict with Other Laws, Ordinances or Regulations. Nothing in this section shall be deemed to amend or repeal any applicable fire, health or other, law, ordinance or regulation so as to permit smoking in areas where it is prohibited by such applicable fire, health, or other law, ordinance or regulation.

(k) Governmental Agency Cooperation. The City Manager shall annually request other governmental and educational agencies having facilities within the City to establish local operating procedures in cooperation and compliance with this Article. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

This Ordinance shall become effective on the thirtieth (30th) day after second reading.

Requested by:

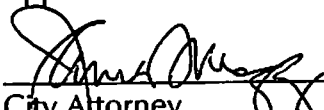
Mayor Coble


MAYOR

Approved by:


City Manager

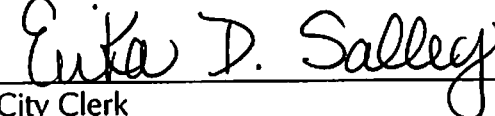
Approved as to form:


City Attorney

Introduced: 10/18/2006

Final Reading: 11/8/2006

ATTEST:


City Clerk

Tobacco Retail Licensing and Tobacco Policy Options

Based on Draft Model Ordinance from ChangeLab Solutions, Memoranda from Campaign for Tobacco-Free Kids, Americans for Nonsmokers' Rights Model Ordinance and S.C. Attorney General Opinion regarding Tobacco Retail Licensing

Licensing would allow a local government to:

- § Maintain an inventory of all businesses selling tobacco, including different kinds of businesses that sell
- § Know where they are located relative to schools, youth-populated areas, and each other

Local Tobacco Retail Licensing has proven effective at:

- § reducing illegal tobacco sales to minors
- § Helping finance effective enforcement programs
- § Providing a comprehensive enforcement mechanism

Retailers generate tremendous income from the sale of tobacco products.

Convenience stores generated an average of \$622,248 in cigarette sales per store in 2012.

Tobacco use remains a significant public health problem in South Carolina and the United States in general.

- § Each year tobacco-related diseases cause the deaths of more than 7,200 South Carolina residents and 480,000 individuals in the U.S.
- § This makes tobacco use the nation's leading cause of preventable death
- § It is largely undisputed that tobacco use is extremely harmful
- § Failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to public health, safety, and welfare of residents

The World Health Organization (WHO) estimates that by 2030, tobacco will account for 8.3 million deaths per year and will be responsible for 10 percent of all deaths worldwide.

A 2014 Surgeon General's report noted that 5.6 million Americans who were then younger than 18 are projected to die prematurely from a smoking-related illness.

- § A 2014 report projected that 103,000 South Carolina residents then under age 18 would die prematurely from tobacco-related disease.
- § 10% of South Carolina high school students reported smoking within the past 30 days, which is higher than the national average of 7.6%.
- § 2,500 South Carolina residents under age 18 become new daily smokers each year.
- § \$4.25 billion is lost annually in health care costs and productivity in South Carolina directly caused by smoking.

Research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes. For example:

- § A study found that odds of daily smoking were reduced by 2% for each 1% increase in merchant compliance with youth access laws
- § A study of the effect of licensing and enforcement methods used in the Philadelphia area revealed a decrease in sales to minors from 85% in 1994 to 43% in 1998
- § A study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8% to 4.9% in the number of youth able to purchase tobacco

“Alternative Nicotine Product”

- A product, including Electronic Cigarettes, that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling, or by any other means.

“Electronic Cigarette”

- An electronic product or device that produces vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, or purchased by, Consumers as an electronic cigarette, electronic cigar, electronic cigarillo, or electronic pipe.

“On-Site Sales”

All Sales of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, and Tobacco Paraphernalia to Consumers shall be conducted in-person at the licensed location. It shall be a violation for any Tobacco Retailer or agent or employee to deliver products or knowingly or recklessly sell products to Consumers.

Additional Tobacco Retail Licensing Restriction Options

1. Prohibit the sale of flavored tobacco products, including menthol cigarettes
2. Require a minimum package size for cigars and little cigars
3. Prohibit tobacco sales in pharmacies
4. Prohibit tobacco coupons and discounts
5. Require a minimum price for tobacco products
6. Prohibit tobacco sales at restaurants and bars
7. Prohibit tobacco sales at businesses that allow smoking
8. Prohibit tobacco retailers from selling drug paraphernalia

Flavored Tobacco Sales Restrictions Policy Options

§ Buffer Zones

§ Adult-Only/ Tobacco Shop Exemptions

§ Sales Restrictions by Product or Flavor Type

§ Comprehensive Sales Ban

The Health Consequences of Involuntary Exposure to Tobacco Smoke

- (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke;
- (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children;

- (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer;
- (4) there is no risk-free level of exposure to secondhand smoke;
- (5) establishing smokefree workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke;
- (6) evidence from peer-reviewed studies shows that smokefree policies and laws do not have an adverse economic impact on the hospitality industry

2010 U.S. Surgeon General's Report

Even occasional exposure to secondhand smoke is harmful and low levels of exposure to secondhand tobacco smoke lead to a rapid and sharp increase in dysfunction and inflammation of the lining of the blood vessels, which are implicated in heart attacks and stroke.

2014 U.S. Surgeon General's Report

Secondhand smoke exposure causes stroke in nonsmokers. The report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke.

The National Cancer Institute determined in 1999 that secondhand smoke is responsible for the early deaths of approximately 53,000 Americans annually.

Policy Options for Expanding the Smoke-Free Law

- § Including electronic cigarettes in the existing law
- § Making parks tobacco-free
- § Including outdoor dining areas in the smoke-free law

To pre-empt an entire field

- § An act must make manifest a legislative intent that no other enactment may touch upon the subject in any way;
- § As a general rule, a municipality's additional regulation to that of state law does not constitute a conflict;
- § Where no conflict exists, both stand.

Denene v. City of Charleston

- § Despite language in State Law that gave “sole and exclusive authority to regulate the operation and retail sale of alcoholic beverages”
- § Local ordinance that constituted additional regulation does not conflict with State Law

Foothills Brewing Concern, Inc. v. City of Greenville

- § Ordinance prohibiting smoking in (1) all enclosed public places, including bars and restaurants; (2) places of employment; (3) certain outdoor areas, such as stadiums and zoos, was not preempted
- § Pre-existing state Clean Indoor Air Act that covered some public areas was not as inclusive as the Greenville ordinance, so no preemption



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Proposed Memorial Park

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Metro Wastewater Treatment Plant

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the December 18, 2018 City Council Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_12_18_2018 (PDF)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

WORK SESSION - 2:00 P.M.

The Columbia City Council met for a Work Session on Tuesday, December 18, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., and The Honorable Daniel J. Rickenmann. The Honorable Edward H. McDowell, Jr. arrived at 2:15 p.m. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Stephen K. Benjamin offered the invocation.

CITY COUNCIL DISCUSSION

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

Mr. Dean Alford, President and CEO of Allied Energy introduced a concept for converting municipal solid waste into liquid fuel, bio char, and wood products. He defined municipal solid waste as household waste products not construction demolition excess. He presented a schematic of the process for creating non-waste fuel pellets and samples of the products that can be created.

Councilor Rickenmann asked about the organic waste.

Mr. Dean Alford, President and CEO of Allied Energy said the organics will be pulled out. We are only looking for paper and plastic.

Mayor Benjamin asked about the savings on tipping fee.

Mr. Dean Alford, President and CEO of Allied Energy said the tipping fees wouldn't be affected. We are looking for a 10-acre site to lease and we will put up all the capital.

Mayor Benjamin directed staff to continue researching the request and to bring back recommendations to the Council.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

Mr. John Andoh, Executive Director/CEO for the Central Midlands Regional Transit Authority provided an update on the Midlands Regional Intermodal Transportation Center Study. This study was prepared in 2016 by the Central Midlands Council of Governments to identify a central location for a future intermodal transportation center with the intention of replacing the current downtown transit station. He defined an intermodal transit center as a multi-purpose building in which several types of transportation form a hub with attractive amenities such as retail shops and parking. The study identified twenty-two potential sites that included the existing site on Sumter Street. The project will cost approximately \$14.7 million. The intent of the comprehensive analysis is to understand the present COMET system that was designed in 2009.

Councilor Rickenmann asked about capturing the final destination data for riders getting off the bus routes.

Mr. John Andoh, Executive Director/CEO for the Central Midlands Regional Transit Authority said a destination study will be completed through a survey. He presented photos of transit centers in Orlando, Phoenix, Fort Worth, Greenville, and North Charleston.

Mayor Benjamin said the COMET has evolved in the past eight years due to the changing nature of mobility. We are excited about this teamwork. Let's keep up the good work. He inquired about the partnership with UBER and Lyft.

Mr. John Andoh, Executive Director/CEO for the Central Midlands Regional Transit Authority announced the soft launch of a program called COMET on the Go. We will pay the first \$5.00 for UBER or Lyft for anyone in the service industry needing public transportation to or from work within the COMET fixed route service areas between the hours of 9:00 p.m. to 3:00 a.m. He announced an upcoming innovative concept called COMET to the Market. We will pay the first \$5.00 for UBER or Lyft for individuals needing a ride to fresh food markets within the fixed service areas between the hours of 6:00 a.m. to 10:00 p.m.

Mayor Benjamin thanked Mr. Andoh for the presentation. These innovative ideas are cutting-edge, creative, and very thoughtful.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

Ms. Melissa Lindler, Director of the Office of Business Opportunities said in 2017 the Façade Program was changed to the Commercial Retention and Redevelopment Program. We have expanded our focus beyond the external to internal improvements. Today, we will highlight five (5) businesses that we helped during the recent phase along Farrow Road and Beltline Boulevard. We also want to talk about new target areas for 2019 and 2020. She introduced Gerry Lynn Hall, Program Compliance Specialist and Mr. Bret Whiting, Commercial Loan Officer.

Ms. Gerry Lynn Hall, Program Compliance Specialist explained that the Commercial Retention and Redevelopment (CRR) Program has an 80/20 match with a \$15,000 maximum for exterior improvements for a single building. The commercial loan is at a maximum of \$10,000. The total public and private investment in the 2017/2018 CRR Program for Farrow Road and West Beltline Boulevard is \$125,738. She provided an overview of the five projects that were completed.

Councilor Rickenmann said we need a sign program to help people get nice signage. There are good businesses that need an extra boost.

Ms. Gerry Lynn Hall, Program Compliance Specialist reported that the program has covered the Downtown Business Improvement District, Main/North Main Street above Elmwood Avenue, Two Notch Road in two phases, and Farrow Road/West Beltline Boulevard since 2010. Based on several criteria, the Office of Business Opportunities determined that North Millwood Avenue/Millwood Avenue and Harden Street should be the next target areas for the Commercial Retention and Redevelopment Program for 2018/2019.

Councilor Devine suggested that Gervais Street between Millwood and Harden be included.

Councilor Davis expressed an interest in adding more funding to the pot. I would think that we could find more resources to put in the areas we want to see developed. What else can we do to make it easier?

Councilor Baddourah inquired about the number of businesses in the area of Harden Street between Gervais Street and Blossom Street that could use this program.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

Ms. Gerry Lynn Hall, Program Compliance Specialist said Five Points has a great number of businesses with more than fifty-one percent of their revenues coming from the sale of alcohol. Those are not eligible. There are at least twenty commercially zoned and eligible properties. We have \$88,336. If we are awarded \$55,348 from the 2017/2018 CDBG carry forward, we will have a total of \$143,684. A reduced budget may require us to phase the program over more than one fiscal year or adjust the project funding limits. The property owner/business tenant must apply for façade funding in order to be considered for a commercial loan. We've identified seventeen properties with existing code violations on Harden Street and sixteen properties with existing code violations on North Millwood/Millwood Avenue. She outlined the eligible improvements. She explained that the Community Development Department is targeting the limited Entitlement Funds to larger City projects and this funding source may no longer be available for the CRR Program. For fiscal year 2019/2020, the Office of Business Opportunities will be requesting a higher General Fund appropriation for this program.

Ms. Teresa Wilson, City Manager clarified that Council endorsed the [target] area. She announced that this will be Ms. Niki Daniels last Council Meeting with us. After twelve years with the City, she has an opportunity to help expand her family's business. She has been such a great asset to the City Clerk's Office.

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

Mayor Benjamin said Opportunity Zones are big, bold, and happening pretty fast. There was an Investing in Opportunity Act Bill that advanced for a few years in an attempt to create Opportunity Zones out of census tracts that show a high level of persistent poverty or challenges; places where investment opportunities exist and the market traction socially meet. The governors were empowered after this was added to the tax bill by Senator Scott and signed into law by the president last December. The governors were charged with identifying a certain number of tracts in their states. Our staff worked together to submit tracts from across the city to the governor. He designated twelve zones across the region. It allows folks to defer capital gains tax liabilities for a period of time. There are more than 8,700 urban, suburban, and rural Opportunity Zones across the country. There will not be robust investment in every zone. Ryan and his team put together a prospectus to start distinguishing us from other communities.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

Mr. Ryan Coleman, Director of Economic Development explained that the goal is to serve as a connection point between investors and opportunities. The City's Opportunity Zone starts at Elmwood Avenue, goes up North Main Street to Interstate 20, then goes towards Columbia Mall, comes back down Two Notch Road, and catches Farrow Road. Adjacent properties also qualify to be in the Opportunity Zone. We have a lot of private sector capital that's not being put into the market because of the tax liabilities. Out of the City's twenty tracts, eight were approved. He outlined the key incentives for investors. He reviewed the demographics of Columbia's Opportunity Zone. He provided a socio-economic overview, the MSA employment profile, and the ten largest non-governmental employers. He outlined the transformative capital investments that have occurred in the City since 2008. He highlighted the City's strengths and focus areas.

Councilor Rickenmann asked if Ryan analyzed the impact an Opportunity Zone would have on a project. This is great for the developer, but how is it passed down to the people who need the incentive? We need to be prepared to tackle that issue.

Mayor Benjamin said we have to think about ways to encourage the type of investment we want to see. We need to have a macro discussion with Richland County and the school district. We need ways in which the local strategy marries up with the national strategy and speaks to the values of the City. How can we direct relatively patient capital into areas of great need? He described how the reopening of an old movie theater off of Two Notch Road was made possible through the Opportunity Zone.

Mr. Ryan Coleman, Director of Economic Development presented several potential projects along with statewide incentives, and traditional incentives. City staff will begin internal discussions early next year. The governor is hosting an Opportunity Zone Conference on January 25, 2019. Next steps include identifying investors and developers and meeting with the community.

Ms. Teresa Wilson, City Manager advised Council of the need to schedule interviews with the retreat facilitator on Tuesday, January 15, 2018.

There was a consensus of Council to cancel the January 15, 2018 Work Session. The Council will conduct a Meeting at 6:00 p.m. and a Zoning Public Hearing at 7:00 p.m.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:31 p.m. for the discussion of **Items 5** through **7**, as amended to add the discussion of Kirby Bishop, et. al. v. City to **Item 5** and the discussion of Finlay Park to **Item 7**.

5. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)
James Morris v. City
6. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Entity fees*
 - *Flood Property Acquisition*
7. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
 - *Parking Incentive*
 - *Grant Request*

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



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 18, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, December 18, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina, 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:10 p.m. and the following members of City Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., and The Honorable Daniel J. Rickenmann. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Miss Genesis Logan led the audience in the Pledge of Allegiance.

INVOCATION

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

Members of Reconciliation Ministries sang "Mary, Did you Know?" and wished everyone a Merry Christmas.

ADOPTION OF THE AGENDA

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

PUBLIC INPUT RELATED TO AGENDA ITEMS

Mr. Dan Doyle, Senior Vice President of Development for The Beach Company said we are the owners of the Canalside development and I am here to speak in opposition to Item 23, 24, and 25. The ordinances unfairly single out three specific properties and provides them with a benefit that's significantly disproportionate to the value created to the residents and taxpayers of Columbia. The City should not support this. We've invested approximately \$125 million at Canalside. It was one hundred percent private investment. We ask for a level playing field.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

APPROVAL OF MINUTES

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

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve the November 20, 2018 and December 4, 2018 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 22

Upon a single motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to approve the **Consent Agenda Items 9 through 22**.

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

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

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

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

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

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

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

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

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

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

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

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

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

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

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

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

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

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

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

The following sub-consultants will provide additional services:

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

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



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

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

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

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

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

This is a Clean Water 2020 Program Project.

The following sub-contractors will provide additional services:

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

22. Ordinance No.: 2018-072 - Granting an encroachment to the Five Points Association for installation and maintenance of a concrete and brick art sculpture within the sidewalk right of way area of the 700 block of Saluda Avenue adjacent to 710 A Saluda Avenue, Richland County TMS #11308-06-09 - *First reading approval was giving on December 4, 2018. Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

ORDINANCES - SECOND READING

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted six (6) to one (1) to give second reading approval to **Items 23** through **25**, subject to the following amendment to paragraph 3g.: If at any time the developer elects to terminate use of parking for public parking purposes, the abatement shall terminate immediately and the owner will be required to reimburse the governing bodies the previous five years' worth of abatement. If the Developer sells the project as a whole or the garage prior to or within the first five years after receiving a certificate of occupancy, the abatement period continues with the new owner for the duration of the term; however, the previous owner/seller will be required to reimburse the governing bodies an amount equal to the previous five years' worth of abatement or whatever period of time up to five years that the abatement has been applied to the property, otherwise the abatement period will terminate immediately. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Baddourah voted nay.

23. Ordinance No.: 2018-069 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (Kline City Center, portion of Richland County TMS #08912-13-02) - *First reading approval was given on December 4, 2018. - Approved on second reading as amended.*
24. Ordinance No.: 2018-067 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (BullStreet Mixed Use Residential and Retail Development, Richland County TMS #08912-13-02) - *First reading approval was giving on December 4, 2018. - Approved on second reading as amended.*
25. Ordinance No.: 2018-076 - Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, TMS Nos. 08914-01-06, 08914-01-07, 08914-01-08, 08914-01-09 and 08914-01-10) - *First reading approval was giving on December 4, 2018. - Approved on second reading as amended.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

PRESENTATIONS

26. Recognition of Mr. Travos Brown as the December 2018 Employee of the Month - Mr. Joey Jaco, P.E., Director of Utility Operations

Mr. Matt Ramsey, Interim Superintendent for the Wastewater Management Division recognized Mr. Travos Brown, Wastewater Collection System Foreman as the City of Columbia 2018 Employee of the Month. He described Travos as a sixteen-year employee who leads the Wastewater Management Division's primary stoppage response crew. His enthusiasm and willingness to serve overflows into his professional interactions with colleagues and managers. He has earned this honor.

Ms. Teresa Wilson, City Manager presented Travos Brown with the token of appreciation and Mayor Benjamin presented him with a plaque for being selected as the City of Columbia December 2018 Employee of the Month.

27. Recognition of Master Delton Myers - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin introduced Master Delton Myers as the youngest author he has ever met. He had the incredible courage to step up and write *The Invisible Injury*.

Master Delton Myers, Author said in my book, I talk about a little girl named Peggy the Pig, an average eight-year-old girl until things take a turn in her life. I address the impact of childhood depression and finding healthy ways to cope through therapy. I want to bring light to childhood depression. It is a topic that's often overlooked. My goal is to tell my peers to always talk to someone about their feelings. No matter what you are going through, you are not alone. My goal is to help families build stronger relationships. My book is available through Amazon and as an E-Book. Remember, just like Peggy the Pig, all children deserve to be happy.

28. AC Flora Football Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed December 18, 2018 as AC Flora Football Day in the City of Columbia.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

29. National Homeless Persons' Memorial Day Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed December 21, 2018 as National Homeless Persons' Memorial Day in the City of Columbia. Mayor Benjamin read the names of the individuals who were honored during the Memorial Service.

ORDINANCES - FIRST READING

30. Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment - 112 Silo Court; TMS# 11108-01-12 and 11112-01-17 – *Approved on first reading.*

Ordinance No.: 2018-071 -Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17

Council District: 3

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

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

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

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

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted six (6) to one (1) to give first reading approval to the *Interim Comprehensive Plan Map Amendment* and *Interim Zoning Map Amendment* for 112 Silo Court; TMS# 11108-01-12 and 11112-01-17 **and** Ordinance No.: 2018-071 - Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Baddourah, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

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

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2018-073 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #13609-01-01 and TMS #13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF #250-461.

32. Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426.

33. Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18 – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

RESOLUTIONS

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

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2018-110 - Authorizing the City Manager to execute a Memorandum of Understanding between Midlands Technical College Enterprise Campus Authority, Central SC Alliance and the City of Columbia for construction of a 50,000 square foot speculative industrial shell building by Samet Corporation.

APPOINTMENTS

35. Council is asked to approve the appointment of one (1) individual to fill the Attorney position to the Design Development Review Commission. – *Consideration of this matter was deferred.*
36. Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority. – *Consideration of this matter was deferred.*

OTHER MATTERS

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

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to approve a Municipal Pole Use Agreement between the City of Columbia and Cellco Partnership, d/b/a Verizon Wireless for the location, placement, attachment, installation, operation, control, and maintenance of equipment in or on municipal facilities for the purposes of operating the network and providing services.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, DECEMBER 18, 2018

38. Finlay Park Development Opportunity

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

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

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

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

Mayor Benjamin said this is a beginning, not an ending. We were careful to go through a very intentional procurement process that is infused with the vision expressed by the community. We will have an opportunity to receive input from Arsenal Hill and Governors Hill. This has citywide and regional implications. We will also have discussions with the Finlay Family.

Mr. Jonathan Comish, President of the Arsenal Hill Neighborhood Association congratulated the City for developing an innovative solution to what has been considered an intractable problem. There is a great opportunity for the City to extend the Main Street renaissance down to the river. We have a number of stakeholders that we want to be included in the process. We've been forming a committee of community stakeholders that we are looking to expand to leaders in the business and civic communities. We want this done in a way that recognizes all of the opportunities.

Councilor McDowell said this is an exciting time. This is just the beginning. Your request will become a part of the conversation we will have with communities across the City.

Councilor Baddourah said this is the third lifeline that the park will receive. If we do it right and get the City Manager involved with the negotiations, everybody will be happy with the results.

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to authorize the City Manager to collaborate with Whitewater Holdings, LLC to create a comprehensive conceptual design for the Finlay Park Development Opportunity.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

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

Upon a motion made by Mr. Baddourah and seconded by Mr. Duvall, Council voted unanimously to refer a review of Residential Historic Designations to the Arts and Historic Preservation Committee, as requested by The Honorable Mr. Baddourah.

Councilor Rickenmann clarified that when the Economic Development Subcommittee first reviewed the proposed demolition delay ordinance, staff was asked to start looking at a revision of the text amendment to include in the new comprehensive plan. Staff is prepared to bring us a revision that will allow the review process to remain in place, but also take away the limitations it has placed on staff in the past. We are moving forward to do what we said we would do in September.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to refer a review of the City's smoking ordinance to a Committee of the Whole.

APPEARANCE OF THE PUBLIC

Mr. Jack Logan, Founder of Put Down the Guns Now Young People Organization said November 26, 2018 was the happiest day of my life when I received an email from Chief Holbrook informing me that they made an arrest in the killing of 14-year old Najeer Buggs. He presented a Certificate of Appreciation to the City of Columbia and Police Chief William "Skip" Holbrook.

ADJOURNMENT

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 7:10 p.m.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, DECEMBER 18, 2018**

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Columbia-Richland 911 Communications

FROM: *Jacquelyn Richburg, Interim Director*

SUBJECT: Council is asked to approve the Renewal of Computer Aided Dispatch Annual Maintenance Software Services, as requested by the Columbia-Richland 911 Communications Center. Award to Tri-Tech Software Systems in the amount of \$251,851.60. This firm is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: City Account 1012701 - 638200 (\$125,925.80) and County Account 2082702 - 638200 (\$125,925.80). The original budgeted amount is \$251,851.60.

ORIGINAL BUDGET: 251,851.60

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Please find attached for your review and approval, the 12/1/2018 thru 11/30/2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal between the City of Columbia and Tri-Tech Software Systems.

This Maintenance Agreement will provide uninterrupted CAD software maintenance coverage through November 2019, and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$125,925.80
County Account 2082702	Object Code 638200	\$125,925.80

Total Cost: \$251,851.60

Thank you for your kind consideration in this matter.

ATTACHMENTS:

- **#a:** 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal (PDF)



CITY OF COLUMBIA

7.a

Columbia – Richland 9-1-1 Communications

1800 Laurel St | Columbia, South Carolina 29201

Phone: 803-988-8005 Fax: 803-255-8139

INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager

FROM: Jacquelyn Richburg, 911 Interim Director *JER*

DATE: December 17, 2018

RE: 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal

Please find attached for your review and approval, the 12/1/2018 thru 11/30/2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal between the City of Columbia and TriTech Software Systems.

This Maintenance Agreement will provide uninterrupted CAD software maintenance coverage through November 2019, and is jointly funded (50/50 split) with Richland County:

City Account 1012701	Object Code 638200	\$125,925.80
County Account 2082702	Object Code 638200	\$125,925.80

Total Cost: \$251,851.60

Thank you for your kind consideration in this matter.

JR/ss

Attachments



CITY OF COLUMBIA

Columbia – Richland 9-1-1

Communications

1800 Laurel St | Columbia, South Carolina 29201

Phone: 803-988-8005 Fax: 803-255-8139

Matter No. 18-002906
 Attorney: J. Richburg
 Date In: 12-5-18
 File No.: 12-5-18
 Date Out:

PRIORITY

TO: Legal Review

FROM: Jacquelyn Richburg, 911 Interim Director *JEK*

SUBJECT: 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal (Dec 1, 2018 thru Nov 30, 2019)

DATE: November 12, 2018

APPROVED AS TO FORM

Attached please find our 2018/2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal.

[Signature]
 Legal Department, City of Columbia, SC

This is submitted:

- ☐ (1) For your information
- ☒ (2) For your staff's review and comment
- ☐ (3) Other: (Specify reason/action requested)

JR/ss

/Attachment



October 11, 2018

CRCC
Attn. Adam DeMars
1800 Laurel St.
Columbia, SC. 29201

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which is due to expire on November 30, 2018. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement dated May 2008, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. This Support Renewal Agreement Amendment and applicable support fees must be signed, paid and returned by December 1, 2018 to avoid any interruptions in the software support and maintenance services provided by TriTech. Payment of \$251,851.60 for this period is due by December 1, 2018.

Consumer Price Index Adjustment

For support renewals that go into effect within calendar year 2018, the support renewal fee has been increased by the consumer price index (CPI) rate of 2.90%.

Note: Escrow Fees are calculated separately and added to your annual support fee.

Payment

For your convenience, we have enclosed an invoice for the full amount of the TriTech Support Services Renewal Fees covering period beginning December 1, 2018-November 30, 2019.

If you have any questions or would like to add additional funds for future services or training, please contact Sue Coté at 563-387-4844 or your Account Manager at 858-799-7000.

The Support Renewal Agreement for TriTech Support Services is based upon the following TriTech Software licenses:

9477 Waples Street, Suite 100, San Diego, California 92121
(858) 799-7000 | Fax: (858) 799-7010 | www.tritech.com

APPROVED AS TO FORM


Legal Department City of Columbia, SC

CRCC (Columbia Richland SC048A)

Product Name	Notes	# of Licenses	Cost per License	Total License Cost	Support term 12/1/18-11/30/19
VisiCAD Primary Server Multi Agency License		1	30,000.00	30,000.00	7,689.71
Test/Training Server SWL		1	10,000.00	10,000.00	2,536.57
Local Back-up Server SWL		1	10,000.00	10,000.00	2,536.57
Remote Back-up Server SWL		1	10,000.00	10,000.00	2,536.57
Archive & Reporting Server License (Replication)		1	18,500.00	18,500.00	4,692.65
VisiNet Browser		1	25,000.00	25,000.00	6,341.43
NCIC/State Message Switch Server SWL		1	50,000.00	50,000.00	12,682.85
Dispatcher/Call Taker Client SWL		24	10,000.00	240,000.00	60,877.68
Administration Client SWL		2	5,000.00	35,000.00	8,878.00
Administrator Client SWL		6	5,000.00	30,000.00	7,609.71
Test/Training Client SWL		10	3,000.00	30,000.00	7,609.71
Test/Training Client SWL		-2	3,000.00	(6,000.00)	(1,521.94)
Dispatcher/Call Taker SWL's (Remote backup-disaster site)		7	3,000.00	21,000.00	5,326.80
Dispatcher/Call Taker SWL's (Remote backup-disaster site)		-1	3,000.00	(3,000.00)	(760.97)
Quickest Path Unit Recommendation Module		54	1,000.00	54,000.00	13,697.48
Quickest Path Unit Recommendation Module		-15	1,000.00	(15,000.00)	(3,804.86)
Event Playback Module		1	7,500.00	7,500.00	1,902.43
NCIC/State Query User Module		31	500.00	15,500.00	3,931.68
Protocol Module		1	7,500.00	7,500.00	1,902.43
GIS Links Streets Utility Module		1	15,000.00	15,000.00	3,804.86
GIS Link for Response Area Polygons Import		1	5,000.00	5,000.00	1,268.29
Advanced Timers-Flight Following Module		1	5,000.00	5,000.00	1,268.29
SOP Module		1	7,500.00	7,500.00	1,902.43
Controlling Dispatcher Module (included in base CAD)		1	0.00	0.00	0.00
Dispatch Rules Module (included in base CAD)		1	0.00	0.00	0.00
Geofile Cross Reference Module (point in polygon)		54	250.00	13,500.00	3,424.37
Geofile Cross Reference Module (point in polygon)		-15	250.00	(3,750.00)	(951.21)
System Status Management Module (included in base CAD)		1	0.00	0.00	0.00
VisiNet Browser Reports Module (included in new sales)		1	0.00	0.00	0.00
Snapshot Module		1	2,500.00	2,500.00	634.14
Unit Swap Module		1	2,500.00	2,500.00	634.14
AN/ALI Interface License (Positron)		1	9,000.00	9,000.00	2,282.91
Paging Interface License		1	9,000.00	9,000.00	2,282.91
Interface Manager License		1	5,000.00	5,000.00	1,268.29
Closed Record Download RMS Data Transfer Interface (Zell)		1	15,000.00	15,000.00	3,804.86
Closed Record Download RMS Data Transfer Interface (VisionAir RMS to CPD)		1	15,000.00	15,000.00	3,804.86
Closed Record Download RMS Data Transfer Interface (Firehouse RMS for CPD)		1	15,000.00	15,000.00	3,804.86
AVL Interface (New Custom)		1	45,000.00	45,000.00	11,414.57
Custom MDC Interface License (VisionAir Mobile - CPD)		1	112,000.00	112,000.00	28,409.58
Custom MDC Interface License (Motorola PMDS-RCSO)		1	42,000.00	42,000.00	10,653.59
DR AN/ALI Interface License (Positron)		1	9,000.00	9,000.00	2,282.91
DR Paging Interface License		1	9,000.00	9,000.00	2,282.91
DR Interface Manager License		1	5,000.00	5,000.00	1,268.29
DR AVL Interface (New Custom)		1	45,000.00	45,000.00	11,414.57
DR Custom MDC Interface License (VisionAir Mobile - CPD)		1	20,000.00	20,000.00	5,073.14
DR Custom MDC Interface License (Motorola PMDS-RCSO)		1	20,000.00	20,000.00	5,073.14
Standard EMS Integration		24	500.00	12,000.00	2,801.42
Standard Push to Talk Interface License		1	20,000.00	20,000.00	5,073.14
Custom False Alarm Billing Report	[a]	1	9,000.00	9,000.00	0.00
File Attachments Module for Production Environment (CAD & Mobile)		1	7,500.00	7,500.00	1,902.43
File Attachments Module for Disaster Recovery Environment for CAD & Mobile		1	2,250.00	2,250.00	570.73
File Attachments Module for Test/Training Environment for CAD & Mobile		1	2,250.00	2,250.00	570.73
Standard Inform CAD Motorola MCC 7500 Console Radio Interface		1	12,750.00	12,750.00	2,935.41
CA Arcserve High Availability for Enterprise OS Servers, Includes 3 Years Support/Maintenance - Production, Hot Standby and Disaster Recovery Servers	[c]				0.00
CAD Mapping Support Fees					576.00
Total Support Renewal Fees:					250,901.60
Escrow Fee:					950.00
Total Adjusted Support Renewal Fees:					251,851.60

CUSTOMER REQUEST

[a] Removing support until upgraded to v5.8
 [c] support expires 11/30/19

ACCEPTED AND AGREED:

TRITECH SOFTWARE SYSTEMS

Signature


Brenda Stiehl
VP of Finance

Printed Name

Title

Date



9477 Waples St, Suite 100
San Diego, CA 92121

Invoice	INF0000000686
Date	10/12/2018
Page	1

Tritech Software Systems
P.O. Box 203223
Dallas, TX 75320-3233

Bill To:

Richland County CRCC
Attn. Finance Dept
2020 Hampton St PO BOX 192
Columbia SC 29202

Ship To:

Richland County CRCC
Attn. Adam Demars
Attn. Finance Dept
2020 Hampton St PO BOX 192

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SC048A			Net 30 Days	10/12/2018	63,503
Quantity	Contract Num	Item Number	Term	Unit Price	Ext. Price	
1.00	0000008797	I-INFORM CAD	Period: 12/1/2018 - 11/30/2019	\$251,851.80	\$251,851.80	
		Maintenance Contracts				
		Maintenance Contracts				
					Subtotal	\$251,851.80
					Misc	\$0.00
					Tax	\$0.00
					Freight	\$0.00
					Trade Discount	\$0.00
					Total	\$251,851.80

Smith, Shenique L

From: Sutton, Cheri M
Sent: Wednesday, December 05, 2018 1:02 PM
To: Smith, Shenique L; Richburg, Jacquelyn E
Cc: Legal Review; Ardis, Shari L
Subject: Document Review-Return - 2018-19 - Tri-Tech Software Systems Annual Maintenance Agreement - 18002906
Attachments: 2018-19 - Tri-Tech Software Systems Annual Maintenance Agreement - 18002906.PDF
Importance: High

Good Afternoon,

The attached document has been reviewed and approved. It has been scanned in color so that the original legal stamp and signature can be seen clearly. The original hardcopy will be returned to you via inter office mail.

If you have any questions, please do not hesitate to give us a call.

Have a great day!

Cheri

Cheri M. Sutton, Legal Assistant
Office of the City Attorney
P. O. Box 667
Columbia, SC 29202
Phone: (803)737-4242 Fax: (803)737-4250
cheri.sutton@columbiasc.gov

"CONFIDENTIALITY NOTICE: This electronic email may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than its intended recipient(s). Any dissemination or use of this electronic mail or its contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply email so that we may correct our internal records. Please then delete the original message."

Smith, Shenique L

From: Richburg, Jacquelyn E
Sent: Wednesday, December 12, 2018 1:40 PM
To: Smith, Shenique L
Subject: FW: Document Approval - IT - 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal -



Jacquelyn E. Richburg, Interim Director
 Columbia-Richland 911 Communications
 1800 Laurel Street, Columbia, SC 29201

Phone: 803-988-8005
 Fax: 803-255-8139
 Cell: 803-760-9530

Email: Jacquelyn.Richburg@columbiasc.gov

From: White, Sylvia
Sent: Wednesday, December 12, 2018 12:54 PM
To: Richburg, Jacquelyn E <Jacquelyn.Richburg@columbiasc.gov>
Subject: FW: Document Approval - IT - 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal -

FYI.

From: White, Sylvia
Sent: Wednesday, December 05, 2018 12:40 PM
To: Legal Review <legalreview@columbiasc.gov>
Cc: Williams, Cory A <Cory.Williams@columbiasc.gov>; Goodwill, Eric C <Eric.Goodwill@columbiasc.gov>
Subject: RE: Document Approval - IT - 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal -

This OK. Legal can review.

From: Legal Review
Sent: Wednesday, December 05, 2018 11:56 AM
To: White, Sylvia <Sylvia.White@columbiasc.gov>
Cc: Williams, Cory A <Cory.Williams@columbiasc.gov>; Goodwill, Eric C <Eric.Goodwill@columbiasc.gov>; Legal Review <legalreview@columbiasc.gov>
Subject: Document Approval - IT - 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal -
Importance: High

All,

I think we need your OK on this before it can be reviewed. Please let me know as soon as possible.

Thank You,
Cheri

From: Smith, Shenique L
Sent: Tuesday, December 04, 2018 4:42 PM
To: Legal Review <legalreview@columbiasc.gov>
Cc: Richburg, Jacquelyn E <Jacquelyn.Richburg@columbiasc.gov>; Smith, Shenique L <Shenique.Smith@columbiasc.gov>
Subject: FW: 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal

Hello, please advise on the status of this request. Thanks.



We Are Columbia

Shenique L. Smith, Administrative Coordinator
 Columbia – Richland 9-1-1 Communications

1800 Laurel Street, Columbia, SC 29201

Phone: 803-988-8005

Fax: 803-255-8139

www.columbiasc.net

From: Smith, Shenique L
Sent: Monday, November 12, 2018 4:05 PM
To: Legal Review <legalreview@columbiasc.gov>
Cc: Richburg, Jacquelyn E <Jacquelyn.Richburg@columbiasc.gov>; Smith, Shenique L <Shenique.Smith@columbiasc.gov>
Subject: 2018-2019 Tri-Tech Software Systems Annual Maintenance Agreement Renewal



We Are Columbia

Shenique L. Smith, Administrative Coordinator
 Columbia – Richland 9-1-1 Communications

1800 Laurel Street, Columbia, SC 29201

Phone: 803-988-8005

Fax: 803-255-8139

www.columbiasc.net



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Compost Grinding Services, as requested by the Solid Waste Division. Award to Martin Edwards & Associates, Inc., in the amount of \$103,181.40. This vendor is located in Erwin, NC.

REQUISITION NO.: R194514

FINANCIAL IMPACT: Funding Source: Solid Waste Compost, Special Projects; 1014406-638500. The original budgeted amount is \$104,810.00.

ORIGINAL BUDGET: \$104,810.00

CLEAN WATER 2020?: No

Bids were received for Compost Grinding services for the Solid Waste Division. The initial contract term will be for six (6) months, terminating June 30, 2019, with an option to extend two (2) additional one-year periods, if mutually agreed upon in writing. The total contract term shall not exceed beyond June 30, 2021. All prices remain in effect throughout the term of any potentially awarded contract.

I respectfully request City Council's approval for this service from the lowest responsive and responsible bidder, Martin Edwards & Associates Inc., at the following quantity and cost.

Qty.	Description	Total Extended Amount
4 Lots	Compost Grinding (Lots 1 - 4)	\$103,181.40

ATTACHMENTS:

- **#a:** Bid Tabulation (XLSX)
- **#b:** Bid Document (PDF)



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the South Region Police Station Roof Replacement Construction Project, as requested by the Support Services Division. Award to Aqua Seal Mfg. & Roofing, Inc. in an amount not to exceed \$65,780.00. This firm is located in West Columbia, SC.

REQUISITION NO.: R193911

FINANCIAL IMPACT: Funding Source: 1011201-659300. The original budget amount is \$65,780.00.

ORIGINAL BUDGET: \$65,780.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

There were two (2) responsive and responsible bids received for this project. The total construction time allocated for this project is **forty-five (45)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

ATTACHMENTS:

- **#a:** Contract approved by Legal (PDF)
- **#c:** End User Recommendation for BID #027-18-19-BF South Region Police Station Roof Replacement (MSG)
- **#d:** South Region Roof Replacement Drawings (PDF)

CONTRACT

City of Columbia, South Carolina

South Region Police Station Roof Replacement

Bid #027-18-19-BF

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and Aqua Seal Mfg. & Roofing, Inc. with legal address and principal place of business at P.O. Box 2238, West Columbia, SC 29171, 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 City of Columbia

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be forty-five (45) consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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 Sixty-Five Thousand Seven Hundred Eighty Dollars and Zero Cents (\$65,780.00).

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 of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Project Manual.

9.2.9 Drawings, numbered 1 through 6, inclusive and dated 02/2018.

9.2.10 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.

City of Columbia, SC
8/07/2017

Contract
Section 00500 - 3

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

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

P.O. Box 2238
W. Columbia, SC 29171

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

APPROVED AS TO FORM

Teresa Wilson
City Manager
Department of Procurement and Contracts, SC

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

Moore, Erika

From: Keisler, Kelvin
Sent: Wednesday, December 26, 2018 3:38 PM
To: Faison, Brenda L
Cc: Porth, Gary B
Subject: FW: [EXTERNAL] Re: FW: BID #027-18-19-BF South Region Police Station Roof Replacement
Attachments: image001.gif
Importance: Low

Ms. Faison,

Based on the City's Roofing Consultants review of the bid and Support Services subsequent review. Support Services recommends proceeding with the Bid for Bid#027-18-19-BF South Region Police Station Roof Replacement. Please let me know if you have any question or concerns.

Thanks,



Kelvin Keisler
Support Services Administrator

Public Works Department
 Support Services Division
 1924 Calhoun Street | PO Box 147
 Columbia, SC 29201
krkeisler@columbiasc.net
 (803) 545-3115
 (803) 988-8196 fax

From: Rob Lyon [mailto:roblyon@lyonandassociates.net]
Sent: Friday, November 16, 2018 2:19 PM
To: Keisler, Kelvin <Kelvin.Keisler@columbiasc.gov>
Cc: Dixon, Stacey E <Stacey.Dixon@columbiasc.gov>
Subject: [EXTERNAL] Re: FW: BID #027-18-19-BF South Region Police Station Roof Replacement

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.

Kelvin,

I believe the bid is within reason and that Aqua Seal is well qualified for this scope of work.

It is hard to estimate where these smaller projects will come in - it's a very robust market for contractors.

If you have any other questions, please let me know..

Thanks, and have a great weekend.

Rob

Rob Lyon

Registered Roof Consultant

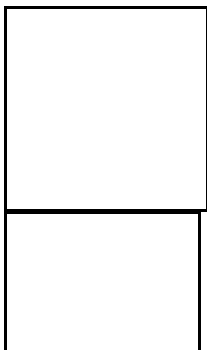
Mailing: P. O. Box 722, White Rock SC 29177

Columbia Office: 803-386-0301

Savannah Office: 912-480-9590

<http://www.lyonandassociates.net>

<http://www.linkedin.com/in/roblyon62>

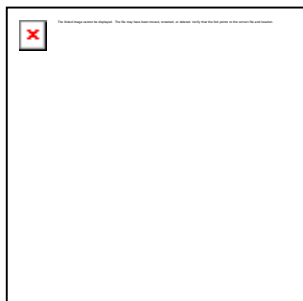


On Fri, Nov 16, 2018 at 12:33 PM Keisler, Kelvin <Kelvin.Keisler@columbiasc.gov> wrote:

Rob,

Please review and let us know your thoughts.

Thanks,



Kelvin Keisler

Support Services Administrator

Public Works Department

Support Services Division
1924 Calhoun Street | PO Box 147
Columbia, SC 29201
krkeisler@columbiasc.net
(803) 545-3115
(803) 988-8196 fax

From: Faison, Brenda L
Sent: Friday, November 16, 2018 11:40 AM
To: Keisler, Kelvin <Kelvin.Keisler@columbiasc.gov>
Cc: Porth, Gary B <Gary.Porth@columbiasc.gov>; Sheu, Michael F <Michael.Sheu@columbiasc.gov>
Subject: BID #027-18-19-BF South Region Police Station Roof Replacement
Importance: High

Good morning,

Attached is the Bid Tabulation and Bid Analysis for BID #027-18-19-BF South Region Police Station Roof Replacement for your review. The apparent low responsive bidder was Aqua Seal Mfg. & Roofing, Inc. Their bid amount was **\$65,780.00**. Please let me know if additional information is needed.

Thank you.

Brenda

Brenda Faison

Bid Coordinator

Department of Procurement & Contracts

1800 Main Street, 2nd Fl #210

Columbia, SC 29201

(803) 545-3474 Office

(803) 758-1013 Fax

Brenda.Faison@columbiasc.gov

City of Columbia E-Mail Address Change Notice:

The City of Columbia will be updating our e-mail address format and moving from columbiasc.net to columbiasc.gov. Please make note and update contact information accordingly.

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
SOUTH REGION POLICE STATION
ROOF REPLACEMENTS



We Are Columbia

DRAWING INDEX

- 1 C-1 CITY OF COLUMBIA COVER SHEET
- 2 C-2 LYON & ASSOCIATES COVER SHEET
- 3 R-1 EXISTING ROOF PLAN
- 4 R-2 NEW ROOF PLAN
- 5 D-1 ROOF DETAILS
- 6 D-2 ROOF DETAILS

CITYMANAGER
TERESA WILSON

DIRECTOR OF
UTILITIES AND
ENGINEERING
JOSEPH D. JACO, P.E.
CITY ENGINEER
DANAR. HIGGINS, P.E.

CITY COUNCIL
SAM DAVIS
TAMEKA I. DEVINE
MOE BADDOURAH
HOWARD DUVAL, JR.
EDWARD MCDOWELL, JR.
DAVID J. RICKENMANN

MAYOR
STEPHEN K. BENJAMIN

DRAWING INFORMATION
DESIGNED BY: LYON & ASSOCIATES
DRAWN BY: ROB LYON
DATE: 02/01/18
SHEET NO:
1 OF 6

CITY OF COLUMBIA

City of Columbia South Region Police Station Roof Replacements

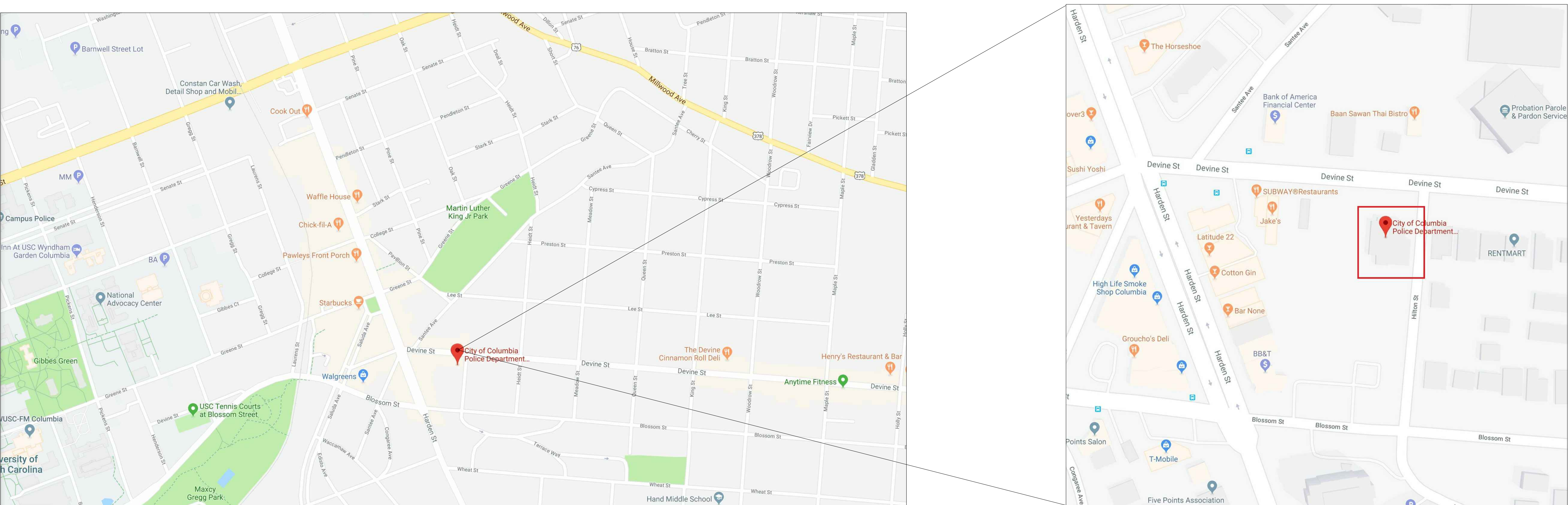
- Scope of Work:
- 1. Remove and dispose of existing shingles, felt paper and roofing nails.
 - 2. Remove and dispose of existing metal roof panels, panel clips, felt paper, and roofing nails.
 - 3. Remove and dispose of existing metal flashings.
 - 4. Replace any deteriorated or warped wood fascia/blocking (unit price).
 - 5. Remove and dispose of all plumbing vent flashings.
 - 6. Repair any damage to roof decks caused by removal of existing roofs.
 - 7. Replace, in kind, any deteriorated wood decking (unit price).
 - 8. Re-secure any loose decking to wood rafters.
 - 9. Eliminate exiting roof vents. Cover openings with plywood sheathing attached to rafters.
 - 10. Cut decking at ridges to accomodate new ridge vents.
 - 11. Nail synthetic base sheet to wood deck in prescribed manner.
 - 12. Install ice and water shield at prescribed locations.
 - 13. Install new plumbing vent flashings.
 - 14. Install new goose neck vent.
 - 15. Install new metal counter-flashings and step flashings.
 - 16. Repair and/or replace damaged soffit wood.
 - 17. Prep and paint entire soffit.
 - 18. Install new eave metal.
 - 19. Install asphalt dimensional (architectural) shingles.
 - 20. Install new ridge vents as indicated on "New Roof Plan".
 - 21. Install standing seam roof panels.
 - 22. Install new gutters and downspouts as indicated on "New Roof Plan".
 - 23. Install TPO flashing at transition between shingle roof and metal roof.

Drawing Index:

- C-1 City of Columbia Cover Page
- C-2 L&A Cover Page
- R-1 Existing Roof Plan
- R-2 New Roof Plan
- D-1 Roof Details
- D-2 Roof Details



2123 Devine Street
Columbia, SC 29205



NOTES:

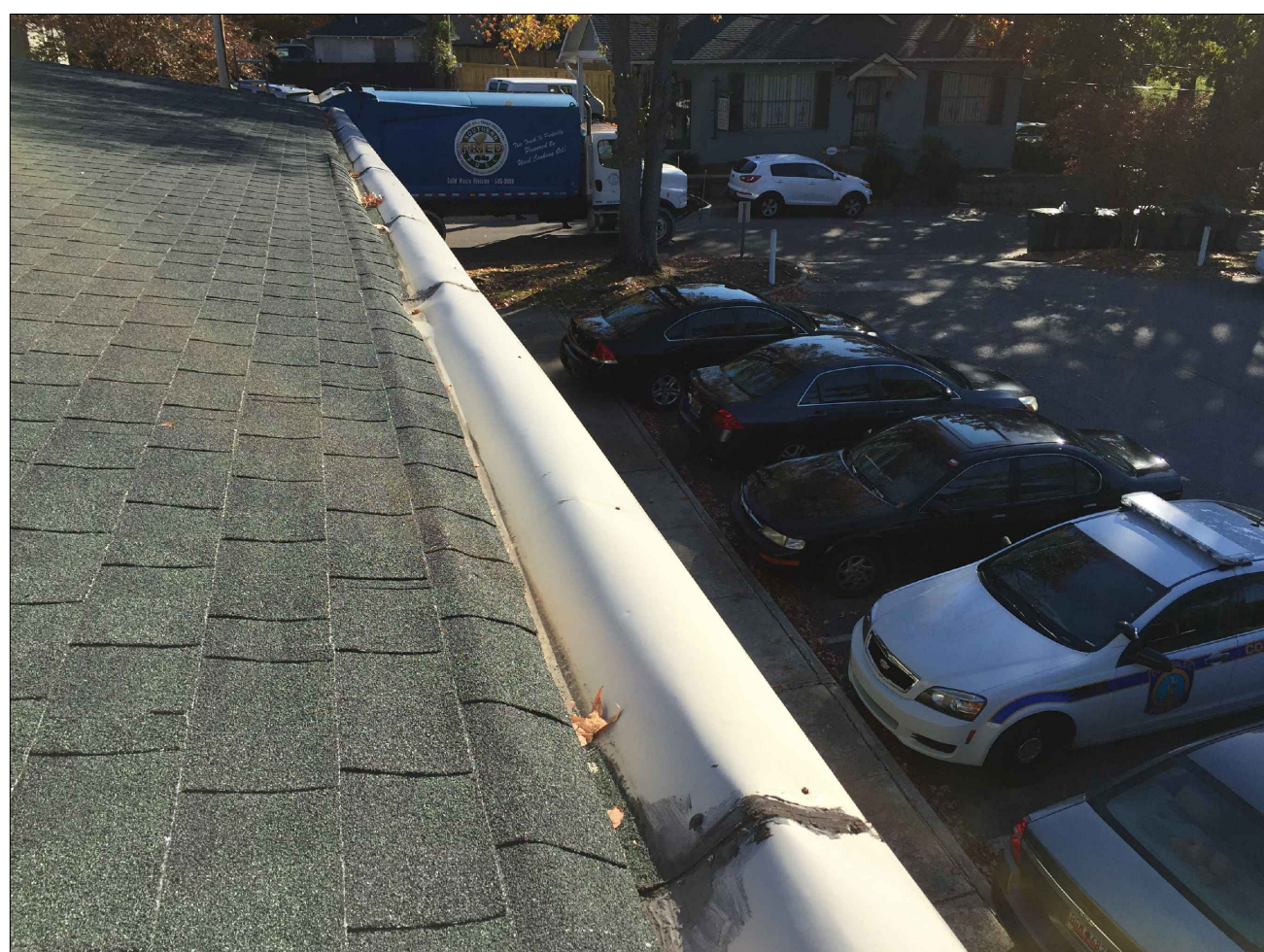
I		02/2018
No.	Revision/Issue	Date

City of Columbia
South Region
Police Station
Roof Replacements

C-2
L&A Cover Page

Prepared By:
Lyon & Associates, LLC
Roofing & Waterproofing Consultants
White Rock, SC

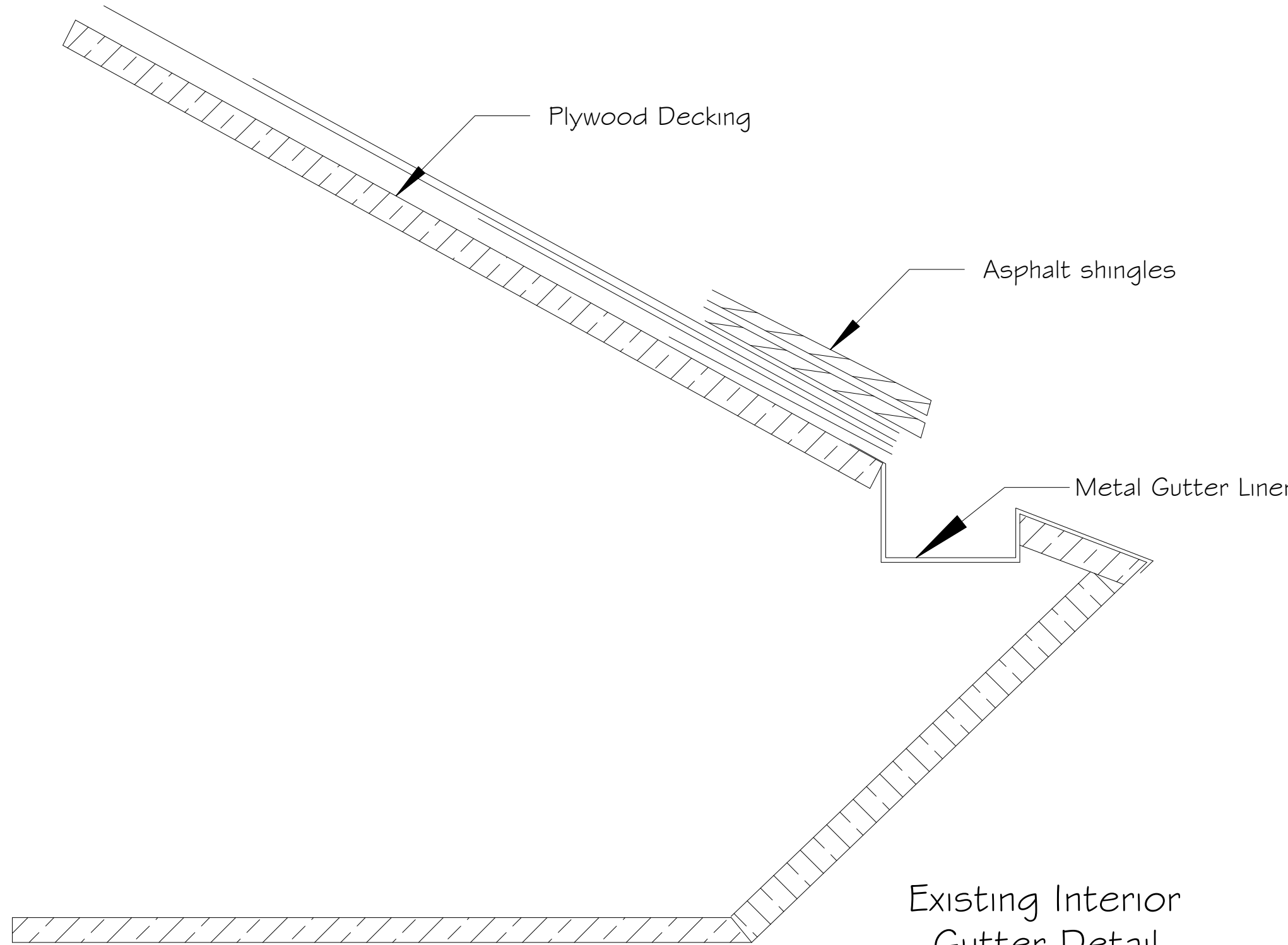
Date	02/18	Sheet
Scale	NTS	2 of 6



Interior gutters on shingle roof is to be eliminated. Eave of shingle roof is to be extended with wood sheathing to existing outside edge



Roof vents are to be eliminated and deck openings covered (new plywood attached to trusses).



NOTES:

ROOF KEY:

°PV Plumbing Vent

C	Chimney
---	---------

DS Downspout

☐ ^V Vent

☐ GN Ridge Vent

Demolition
Cloud

I		02/2018
No.	Revision/Issue	Date

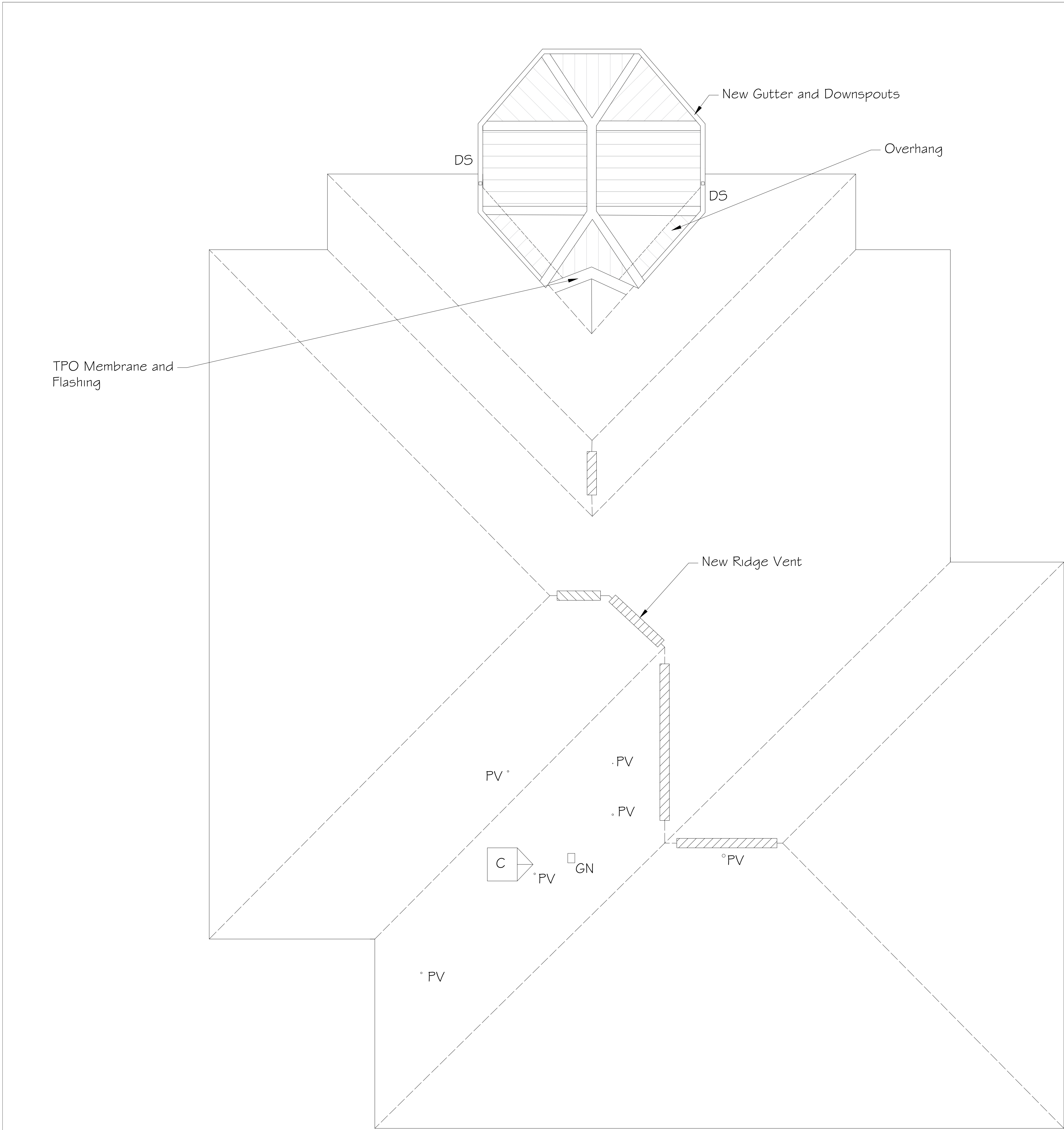
City of Columbia
South Region
Police Station
Roof Replacements

R-1
Existing Roof Plan

Prepared By:

Lyon & Associates, LLC
Roofing & Waterproofing Consultants
White Rock, SC

Date 02/18	Sheet 3 of 6
Scale NTS	



NOTES:

ROOF KEY:

- °PV Plumbing Vent
- C Chimney
- DS Downspout
- Ridge Vent
- GN Goose Neck Vent
- Cricket

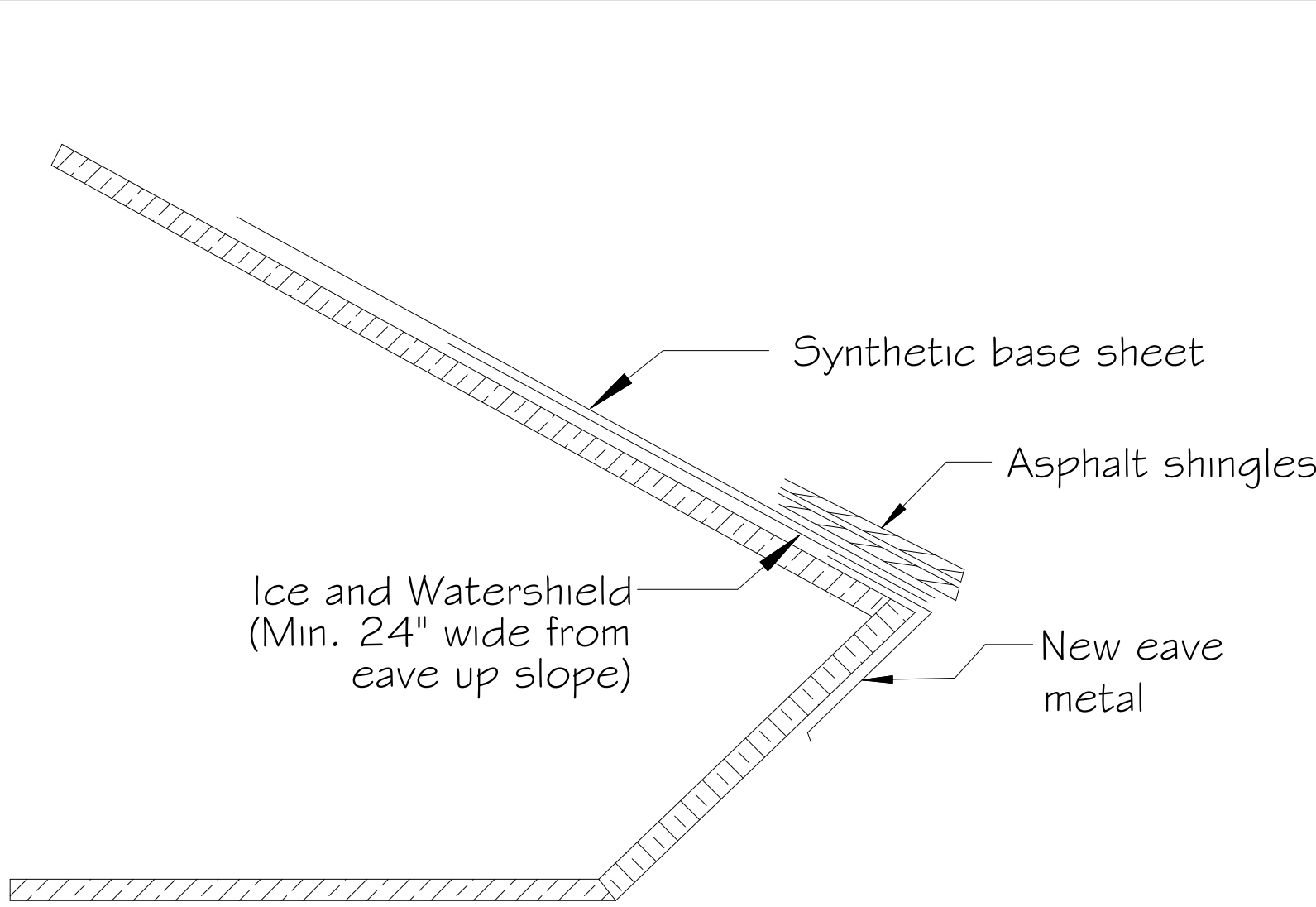
I		02/2018
No.	Revision/Issue	Date

City of Columbia
South Region
Police Station
Roof Replacements

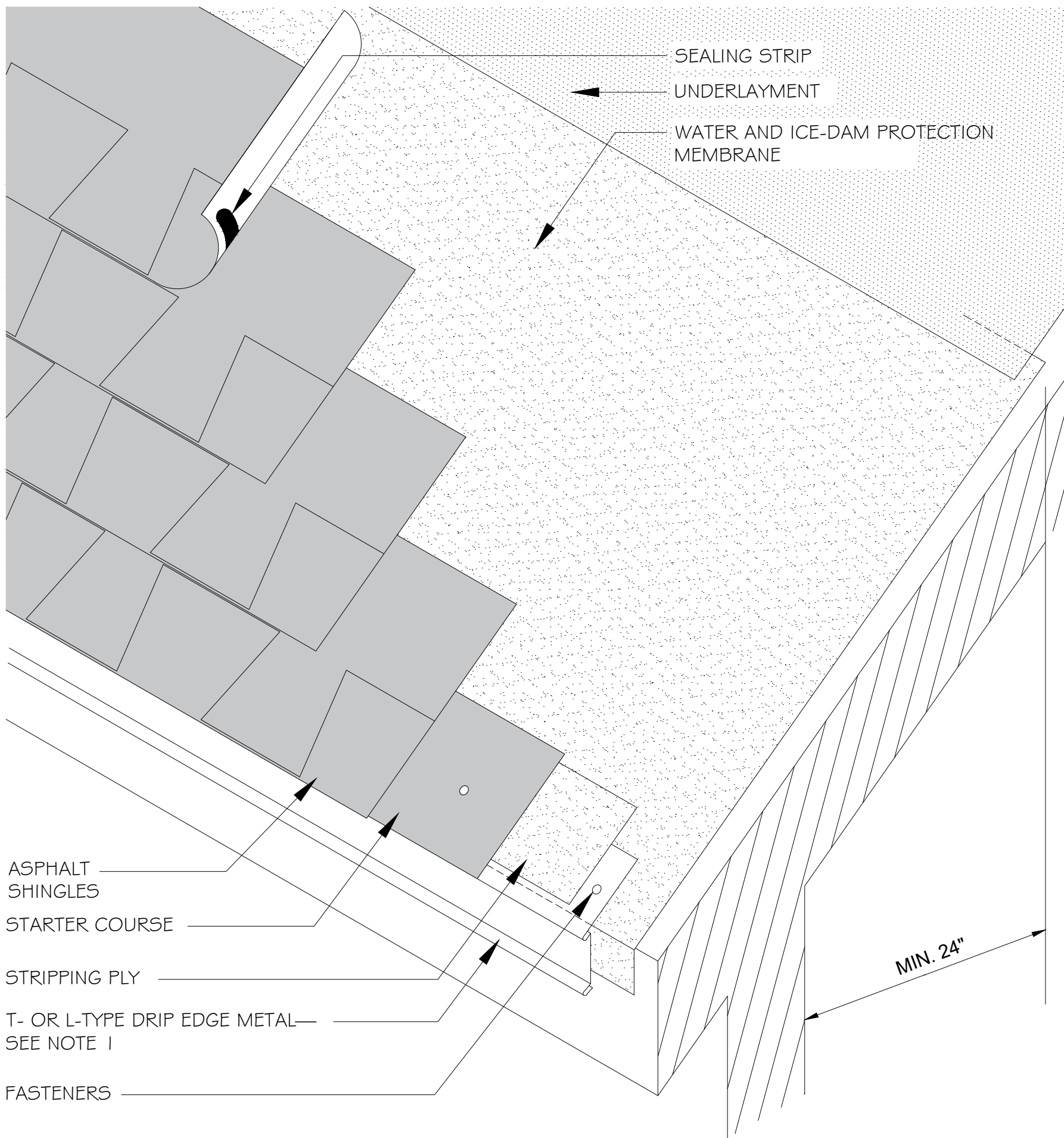
R-2
New Roof Plan

Prepared By:
Lyon & Associates, LLC
Roofing & Waterproofing Consultants
White Rock, SC

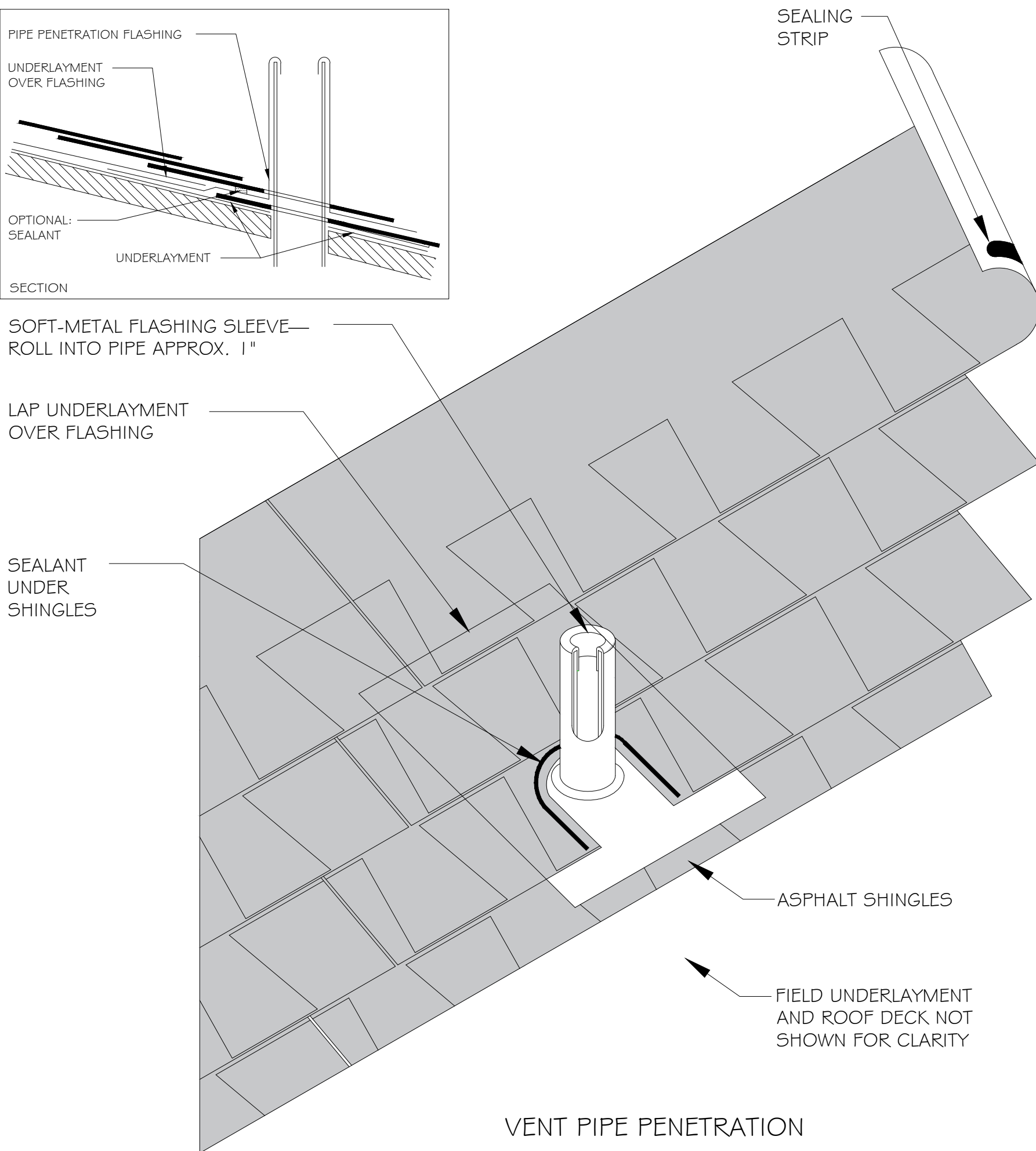
Date	02/18	Sheet
Scale	NTS	4 of 6



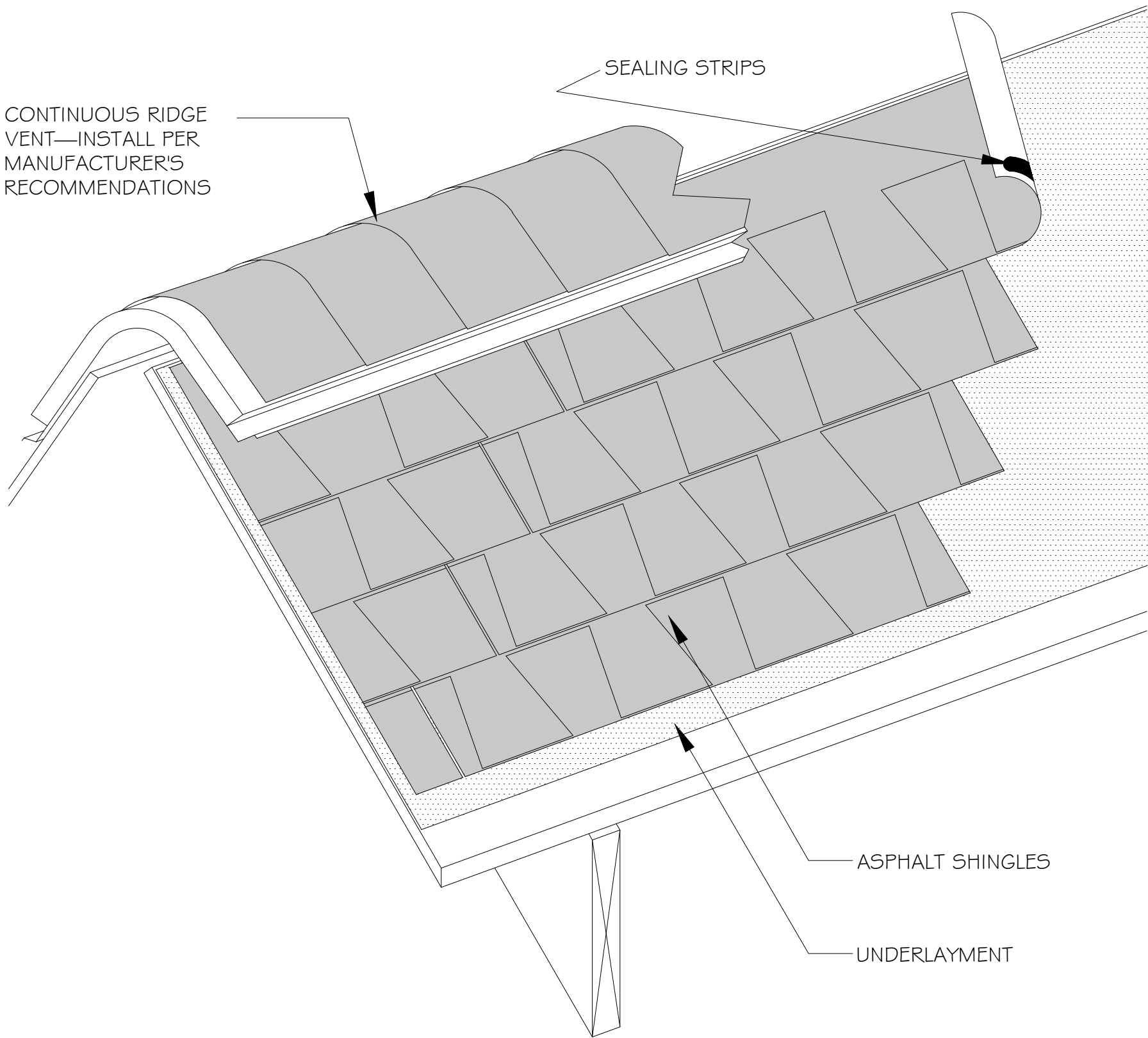
New eave condition
after gutter is eliminated



EAVE WITH WATER AND ICE-DAM PROTECTION MEMBRANE

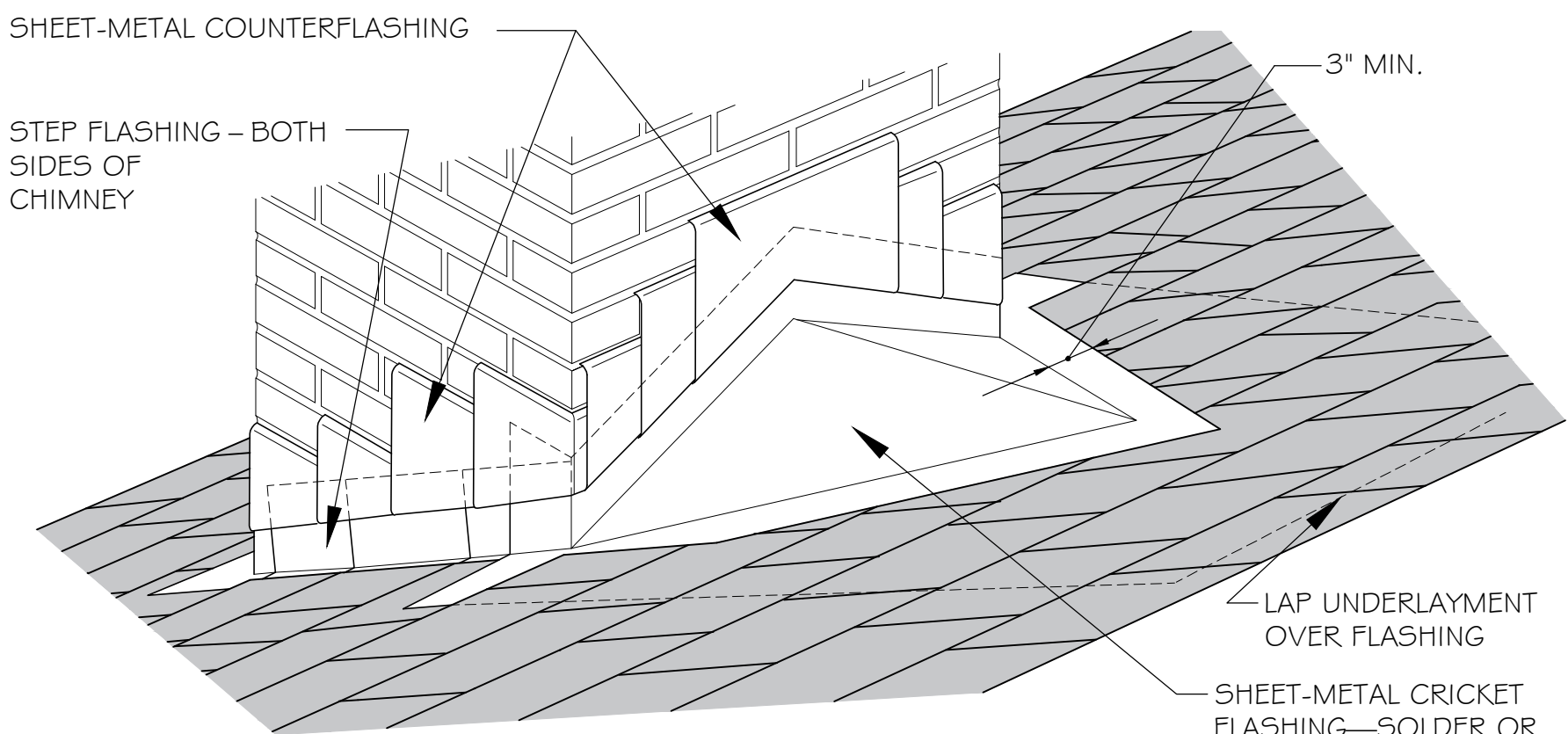


VENT PIPE PENETRATION

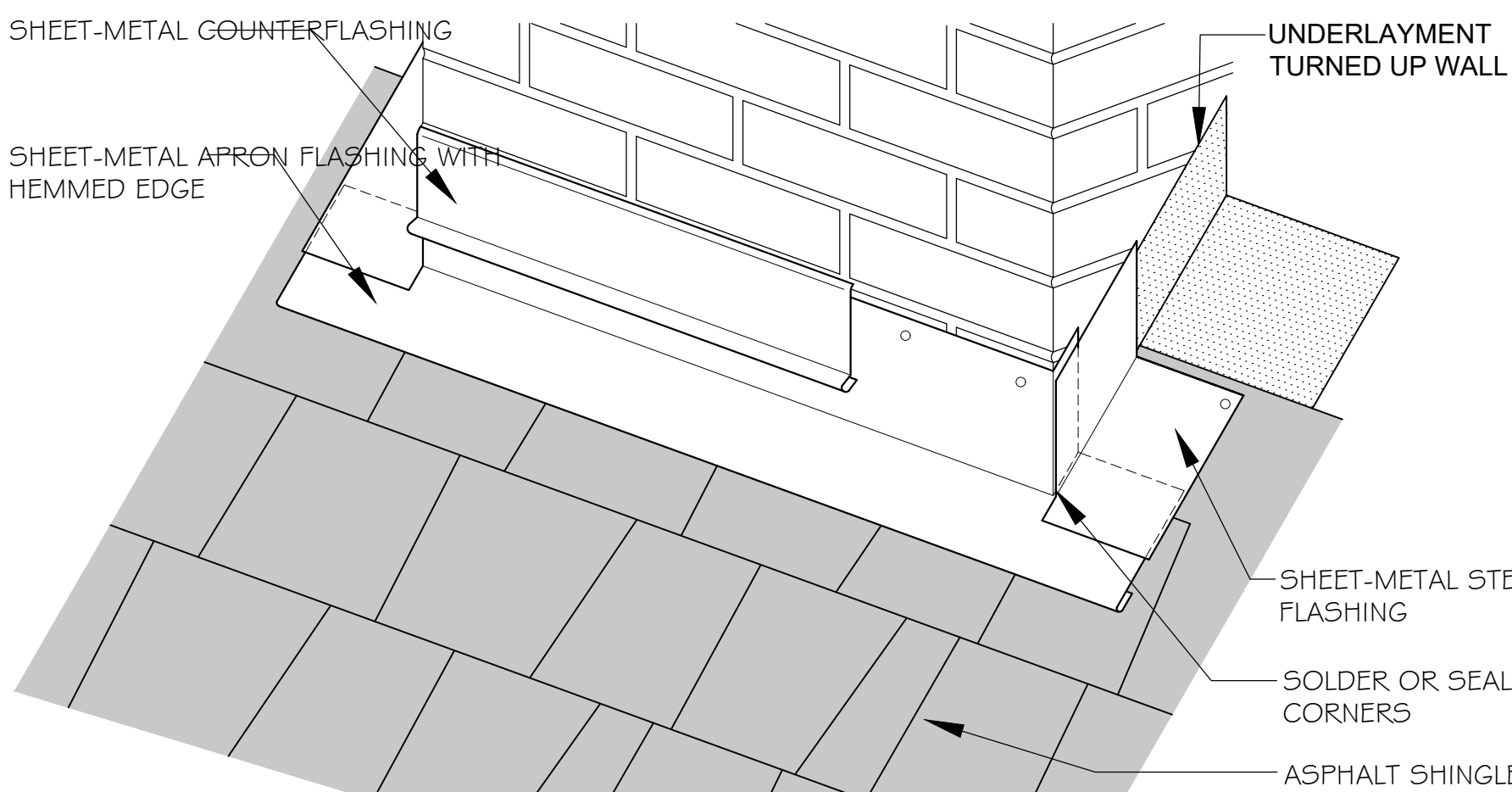


NOTES:
1. RIDGE VENT TYPES VARY. FOLLOW MANUFACTURER'S INSTALLATION RECOMMENDATIONS.

RIDGE WITH CONTINUOUS RIDGE VENT

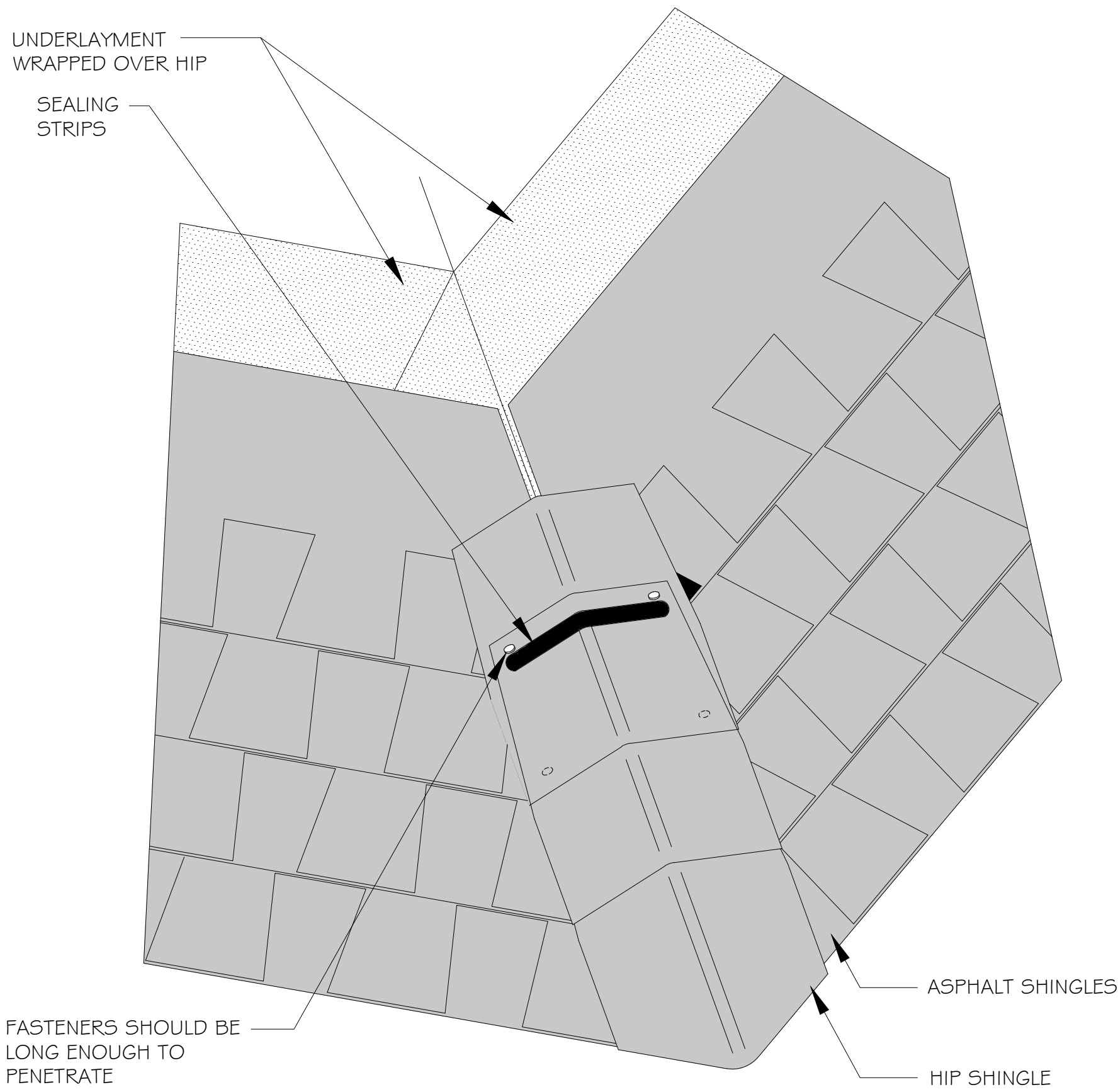


A CRICKET FLASHING AT MASONRY CHIMNEY



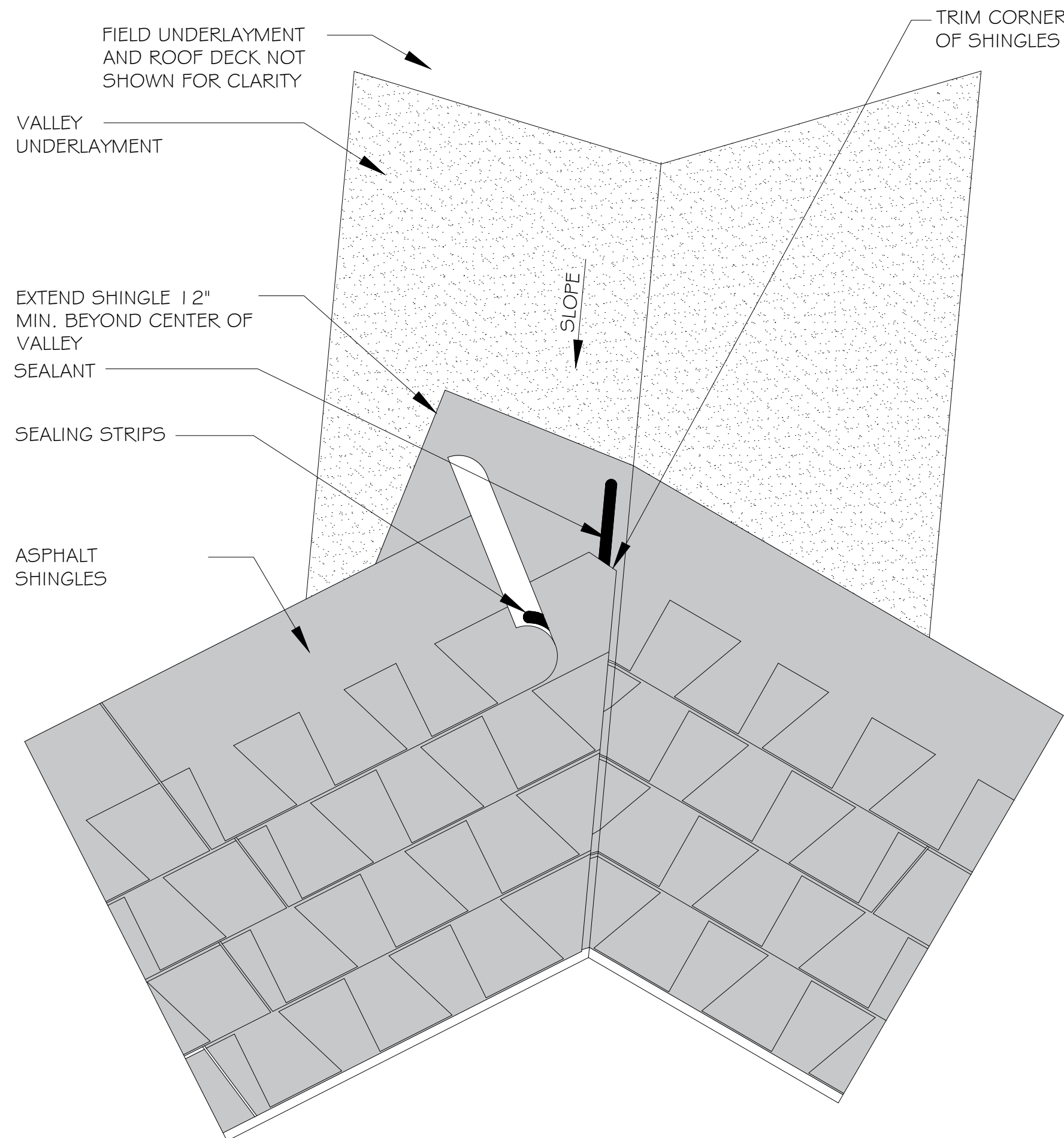
B APRON FLASHING AT MASONRY CHIMNEY

CHIMNEY WITH CRICKET FLASHING



FASTENERS SHOULD BE LONG ENOUGH TO PENETRATE THROUGH ALL LAYERS OF ROOFING MATERIAL AND INTO THE DECK

HIP



NOTES:
1. NO FASTENERS WITHIN 6 INCHES OF VALLEY CENTER.
2. THE CUT SIDE OF THE VALLEY SHOULD BE ON THE SIDE WITH THE GREATEST ROOF AREA.

CLOSED-CUT VALLEY

NOTES:

1		02/2018
No.	Revision/Issue	Date

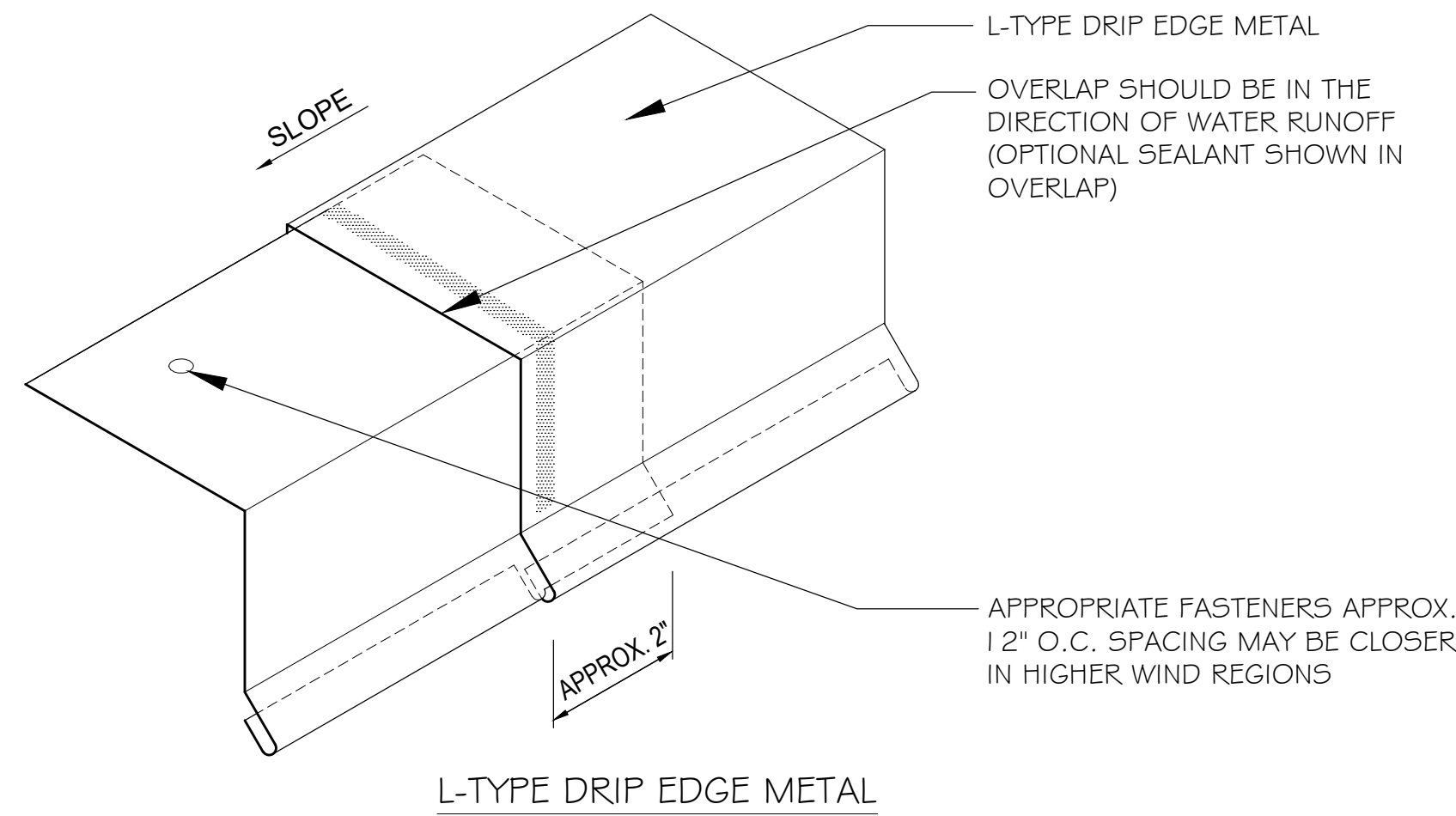
City of Columbia
South Region
Police Station
Roof Replacement

D-1
Detail Drawings

Prepared By:

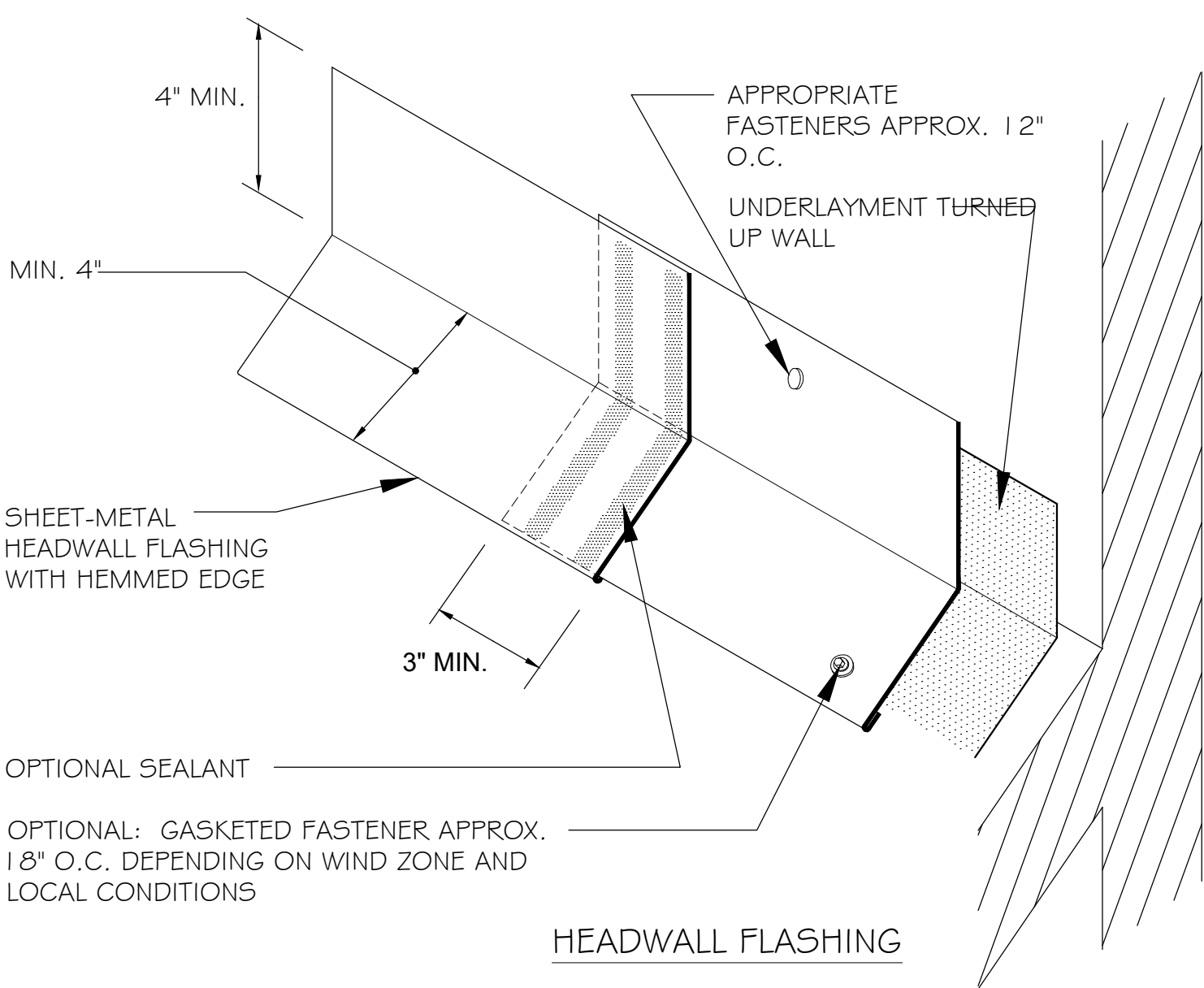
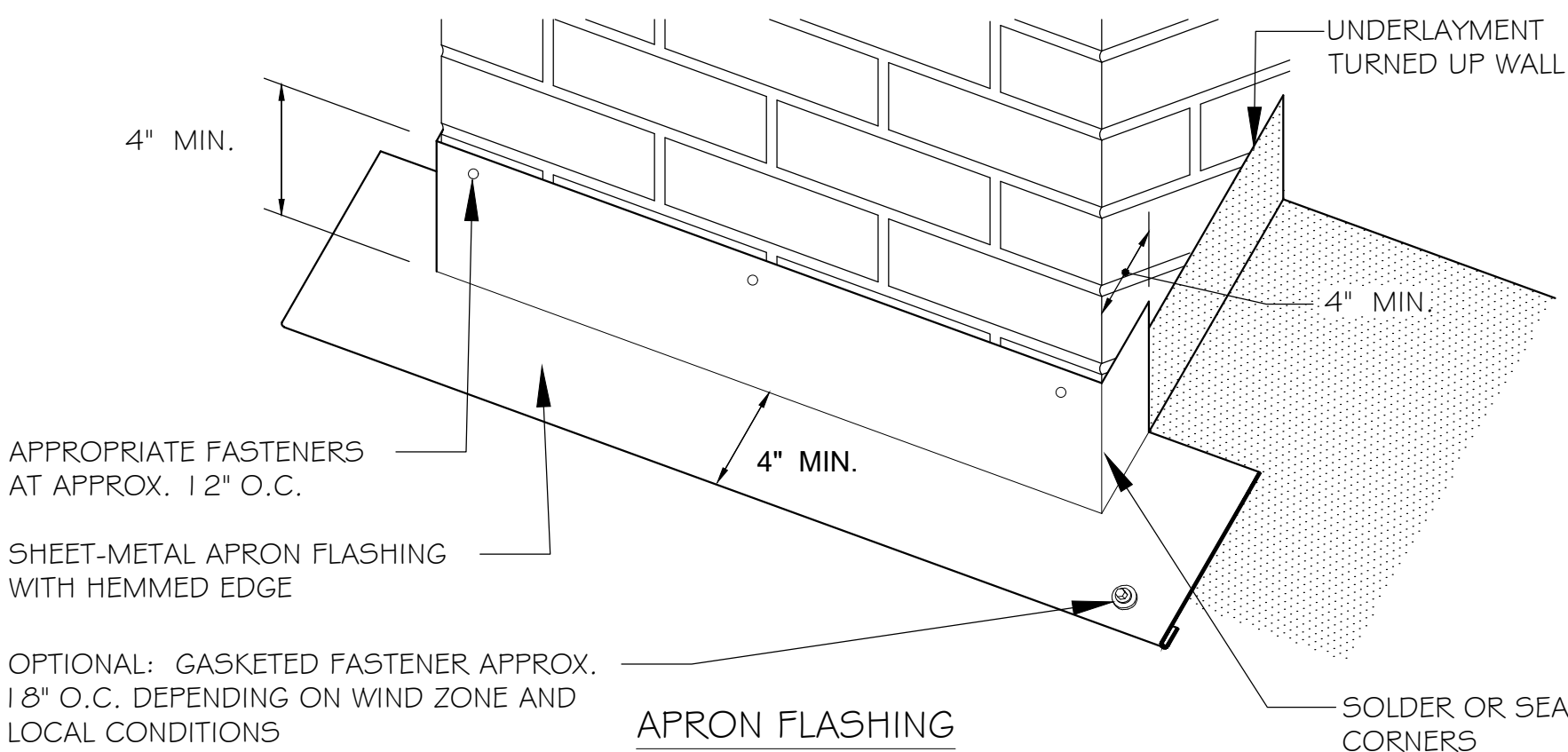
Lyon & Associates, LLC
Roofing & Waterproofing Consultants
White Rock, SC

Date	02/2018	Sheet
Scale	NTS	5 of 6

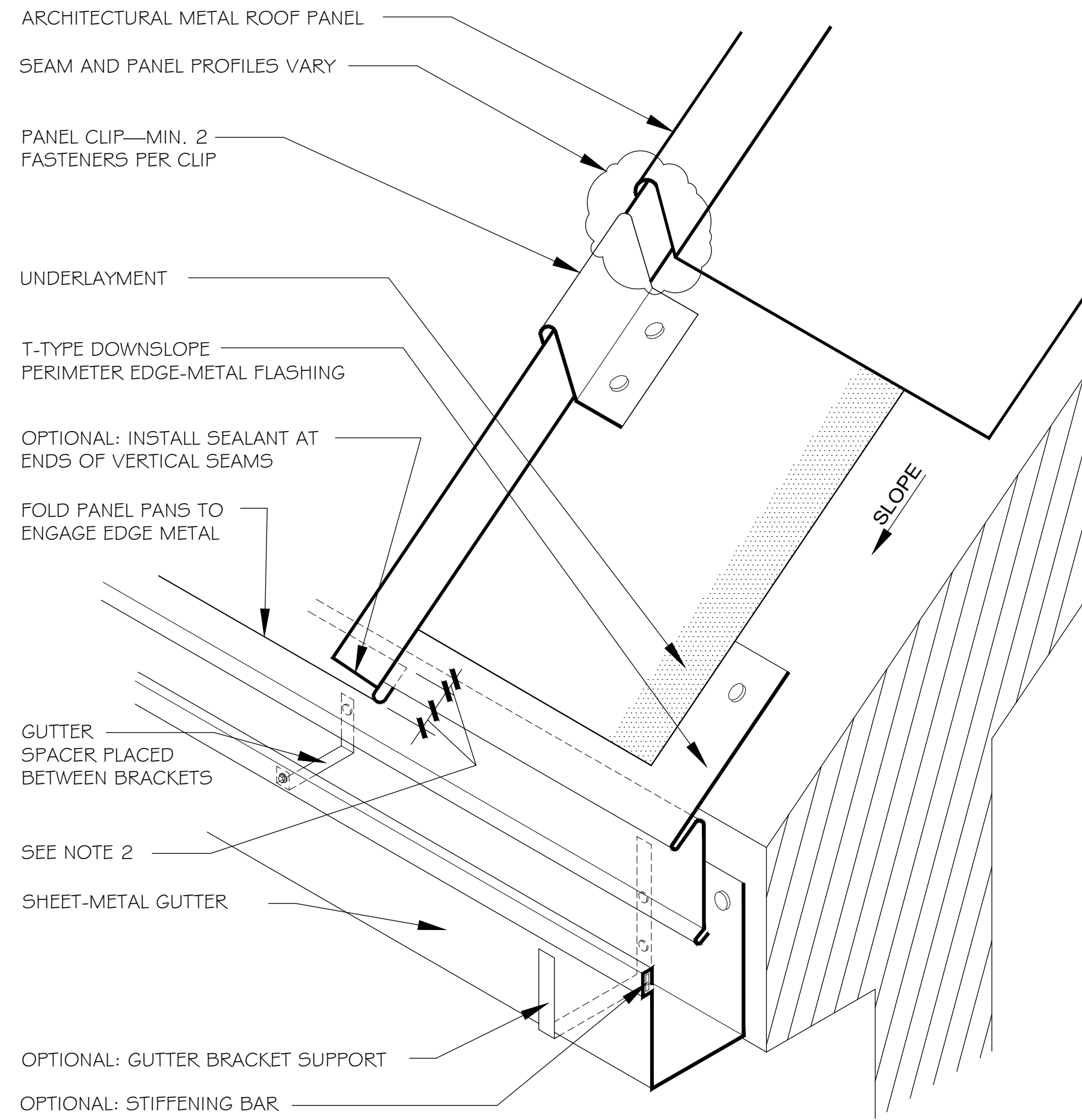


L-TYPE DRIP EDGE METAL

DRIP (EAVE) EDGE METAL

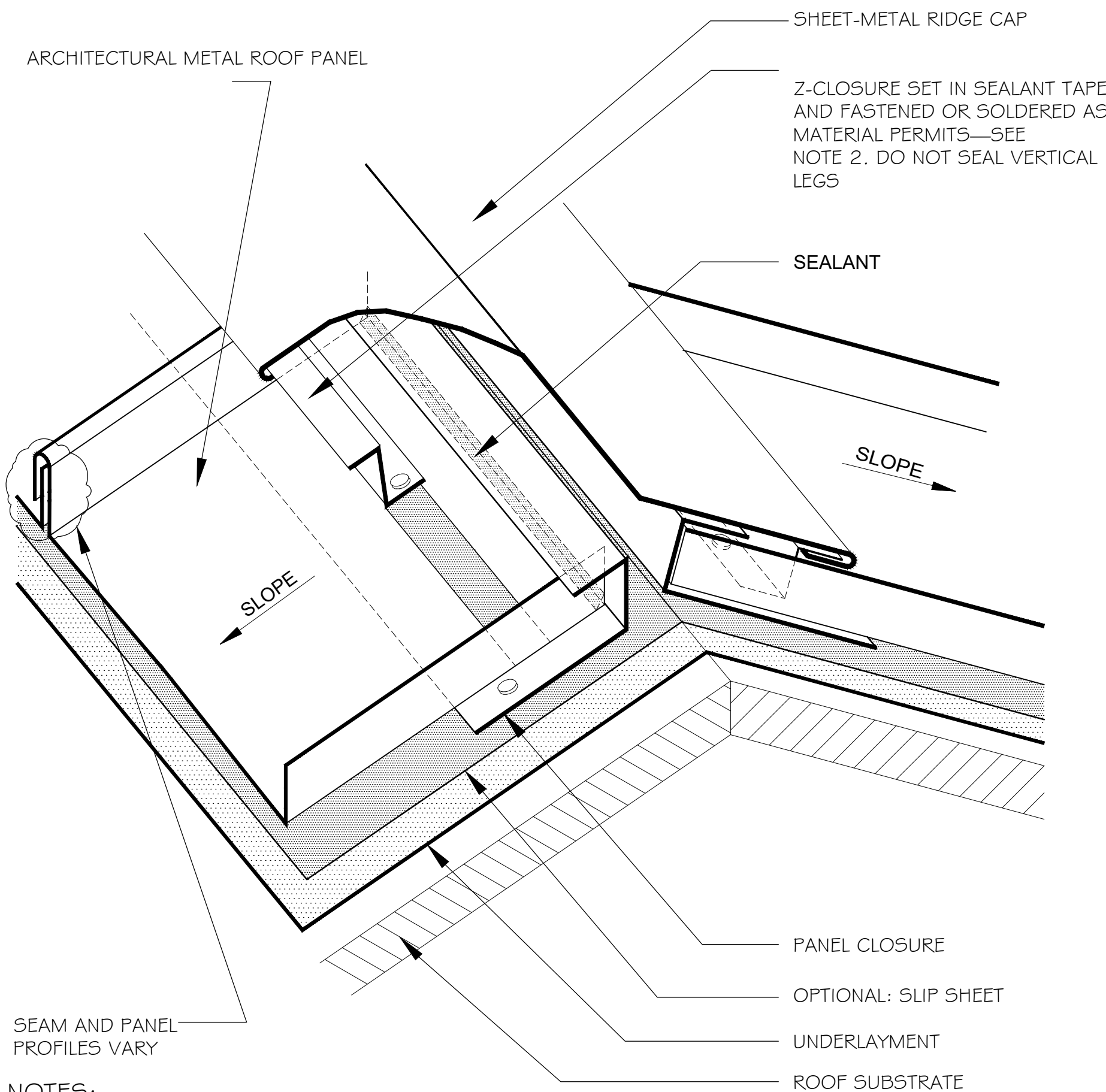


APRON/HEADWALL FLASHING



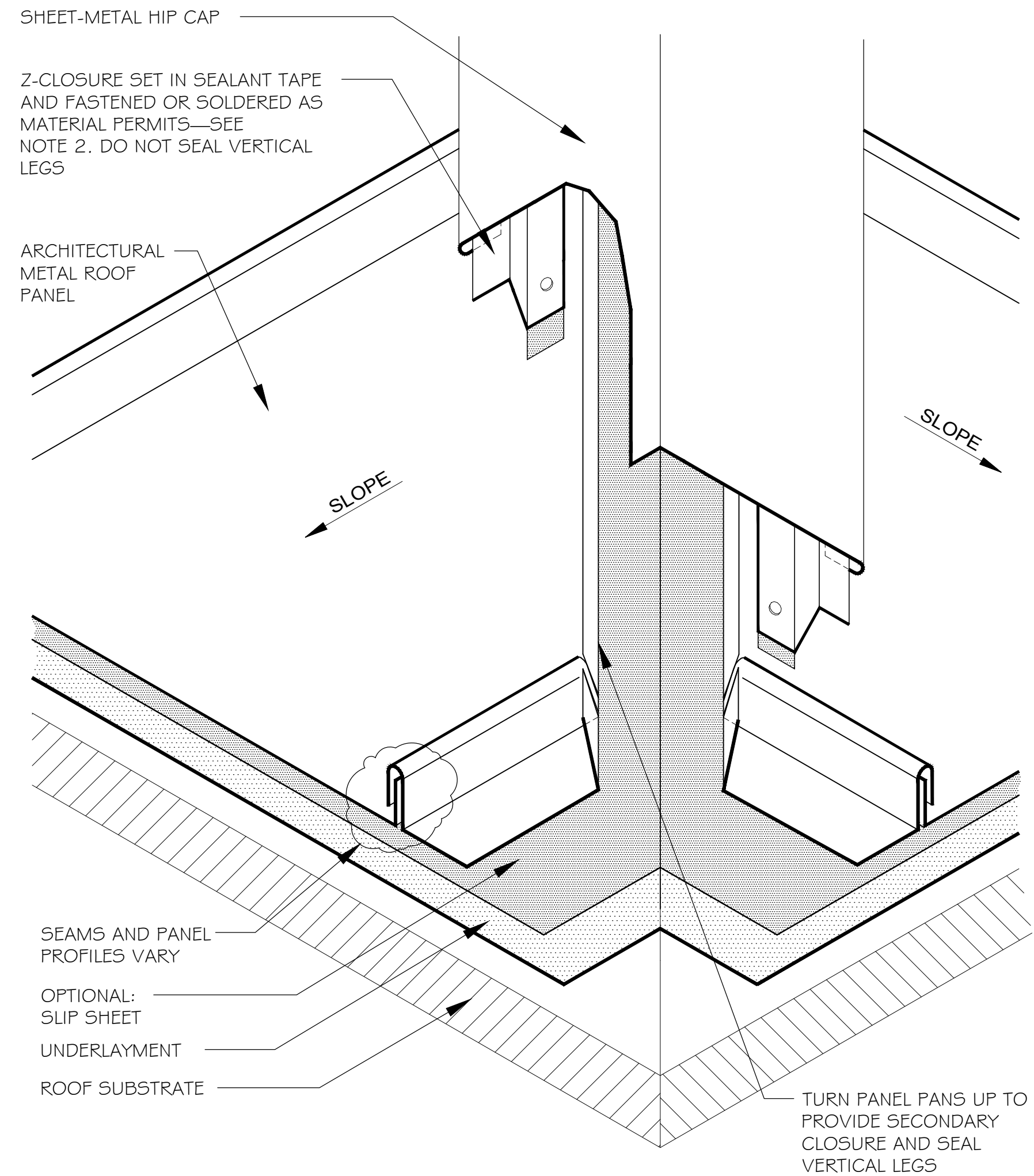
NOTES:

1. SPECIFIC FASTENING REQUIREMENTS ARE NOT INDICATED AS THEY VARY FROM SYSTEM TO SYSTEM DEPENDING ON PANEL MANUFACTURER'S REQUIREMENTS, WIND ZONE AND BUILDING CODE.
2. DIMENSIONS SHOULD ACCOMMODATE EXPECTED MOVEMENT.



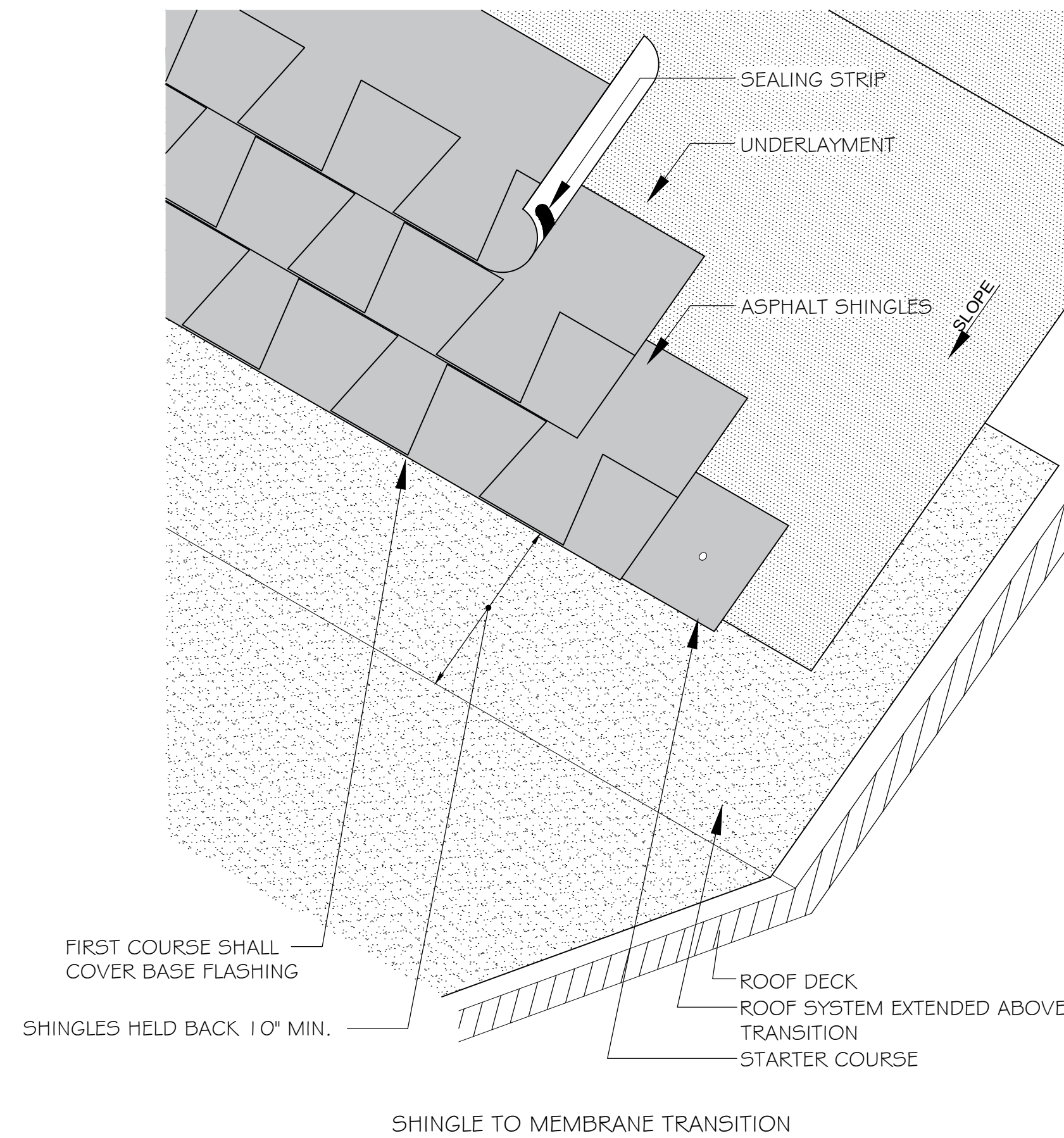
NOTES:

1. SPECIFIC FASTENING REQUIREMENTS ARE NOT INDICATED AS THEY VARY FROM SYSTEM TO SYSTEM DEPENDING ON PANEL MANUFACTURER'S REQUIREMENTS, WIND ZONE AND BUILDING CODE.
2. IF THE Z-CLOSURE IS FASTENED THROUGH THE ROOF DECK, THE PANELS ARE FIXED ALONG THE RIDGE. IF THE Z-CLOSURE IS FASTENED TO THE PANELS WITH POP RIVETS OR SOLDERED, THE PANELS ARE NOT FIXED AT THE RIDGE (I.E., FLOATING).



NOTES:

1. SPECIFIC FASTENING REQUIREMENTS ARE NOT INDICATED AS THEY VARY FROM SYSTEM TO SYSTEM DEPENDING ON PANEL MANUFACTURER'S REQUIREMENTS, WIND ZONE AND BUILDING CODE.
2. IF THE Z-CLOSURE IS FASTENED THROUGH THE ROOF DECK, THE PANELS ARE FIXED ALONG THE HIP. IF THE Z-CLOSURE IS FASTENED TO THE PANELS WITH POP RIVETS OR SOLDERED, THE PANELS ARE NOT FIXED AT THE HIP (I.E., FLOATING).



NOTES:

I		02/2018
No.	Revision/Issue	Date

City of Columbia
South Region
Police Station
Roof Replacement

D-2
Detail Drawings

Prepared By:

Lyon & Associates, LLC
Roofing & Waterproofing Consultants
White Rock, SC

Date	02/2018	Sheet
Scale	NTS	6 of 6



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Eight (8) Chevrolet Equinox Vehicles for the Police Investigations Unit, as requested by Fleet Services. Award to Love Chevrolet Company, using the SC State Contract in the amount of \$167,096.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R194532

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto Trucks-Hvy Equipment-Capital; 6308972-658500. The original budgeted amount is \$180385.92.

ORIGINAL BUDGET: \$180385.92

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Four (4) Silver Ice Metallic; Two (2) Mosaic Black and Two (2) Night Fall Grey

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

ATTACHMENTS:

- **#a:** State Contract 4400017378 - Chevy Equinox (PDF)
- **#b:** R194532 - Revised Quote - Love Chevrolet (Equinox) (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/1/2018

SEDANS INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cutoff Date	Base Price
Sedan-1: <u>Sedan, Compact, 4 door, Hybrid -</u> <u>Gas/Electric</u> <i>Hyundai Ioniq Hybrid Blue</i>	11/1/18 - 10/31/19			\$20,642.00
Sedan-2G: <u>Sedan, Compact, 4 Door, Gas</u> <i>Chevrolet Cruze 1BR69</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$16,134.00
Sedan-3F: <u>Sedan, Crossover, Compact, 4 door, Flex</u> <u>Fuel</u> <i>Dodge Journey SXT JCDE49</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$22,880.00
Sedan-3G: <u>Sedan, Crossover, Compact, 4 door, Gas</u> <i>Chevrolet Equinox 1XP69</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$20,387.00
Sedan-4G: <u>Sedan, Intermediate, 4 door, 5 passenger,</u> <u>Gas</u> <i>Chevrolet Malibu</i>	11/1/18 - 10/31/19			\$17,678.00
Sedan-4H: <u>Sedan, Intermediate, 4 door, 5 passenger,</u> <u>Hybrid - Gas/Electric</u> <i>Ford Fusion S Hybrid POU</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$22,876.00
Sedan-5: <u>Sedan, Full Size, 4 door, 5 passenger,</u> <u>Flex Fuel</u> <i>Dodge Charger SXT</i>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$20,567.00

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 1
 Date: 11/1/2018

USING THE STATE TERM SEDANS CONTRACT SHEET

PLEASE READ the following instructions carefully before contacting the procurement officer.

They are intended to answer most questions you may have about using this contract sheet.

Use of Vehicle Designation

When contacting the Procurement Officer or the contractor please use the associated vehicle designation when referring to a vehicle. The name of each vehicle begins with the vehicle designation. For example, the vehicle designation for "SEDAN-1: Sedan. Compact, 4 Door, Hybrid – Gas/Electric" is "SEDAN-1."

Getting a Price

Each vehicle page identifies the contractor who holds the contract for that vehicle, and provides all of the contact information for that contractor. Contact the vendor for the corresponding vehicle in order to get a final price including additions and deductions. Do NOT call the procurement officer whose contact information appears at the top of each page. They cannot help you with a price or status of an order.

Vehicle Delivery Fees

State Agencies

Vehicle delivery to the State Fleet Management (SFM) Delivery Point is included in the cost of each vehicle. There is no need to include the Deduct option price.

Non-State Agencies

Each contract sheet will provide three pieces of information concerning vehicle delivery:

1. Price for delivery (listed as a deduct) is already built into the price of the vehicle to the SFM delivery point.
2. Number of miles from the contractor's facility to the SFM delivery point.
3. Price per mile for delivery beyond the distance of the SFM delivery point.

Calculating NON-State Agency Delivery Fee

1. Should a Using Governmental Unit desire to **pick up their vehicle(s)** rather than have them delivered, they must inform the contractor and deduct that delivery cost from the price of the vehicle.
2. Using Governmental Units who choose delivery to their location will do the following:
 - a. Calculate the distance (in miles) from the contractor's facility to the desired delivery point using some type of readily available mapping software (Mapquest, Google Maps, etc) and the specific addresses of both locations.
 - b. Compare that to the stated miles from the contractor's facility to the SFM delivery point as it appears on the contract sheet.
 - c. If the distance to the desired delivery point is **LESS** than the stated miles between the contractor's facility and the SFM delivery point, then there is no additional charge for delivery.
 - d. If the distance to the desired delivery point is **GREATER** than the stated miles between the contractor's facility and the SFM delivery point, then the contractor may not charge more per mile than the stated "Per Mile Fee" as stated on the contract sheet for each additional mile beyond the stated miles from the contractor's facility to the SFM delivery point.

For example, if the stated distance from the contractor's facility is 100 miles, and the desired delivery point is 85 miles, then there is no additional charge for shipping of the vehicle. However, if the desired delivery point is 125 miles, then the contractor may charge the stated "per mile rate" for the additional 25 miles to the delivery point.

Desired Options Not Specifically Listed (10% Rule)

The State cannot identify every need of end users in its contracts so the most requested options have been competitively bid and are specifically identified on each contract sheet. Therefore, each vehicle contract contains the following clause in Section VIIB:

IMPORTANT: *Maximum mark-up acceptable is factory to dealer cost plus no more than 10%. Options not requested as an "Add" or "Deduct" option herein, but which may be required by the user on this contract, will be furnished by the contractor at dealer cost plus no more than 10%. The State reserves the right to require proof of the dealer's cost for any optional items.*

NOTE: As of July 1, 2017, state governmental bodies will no longer pay State sales tax on vehicles purchased under this contract. In lieu of State sale tax, governmental bodies will pay an Infrastructure Maintenance Fee (IMF) that is equivalent to 5% (up to \$500.00) of the total price of the purchase order. Contractors will collect this fee from the governmental bodies and then forward the fee to the SCDMV.

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
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Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 6
 Date: 11/1/2018

Sedan-3G: Sedan, Crossover, Compact, 4 Door, Gas

<u>Contract Number:</u>	4400017378	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/17 – 10/31/18	<u>Address:</u>	PO Box 8387 Columbia, SC 29202
<u>Contract Rollover Dates:</u>	11/1/18 – 10/31/19	<u>Vendor #:</u>	7000044959
<u>Order Cutoff Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Equinox 1XP69	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07104	<u>Telephone:</u>	(803) 794-9004
<u>Delivery :</u>	90 days ARO	<u>Fax:</u>	(803) 926-7467

BASE PRICE = \$20,387.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Auxiliary Power Connection - Standard State Spec \$ 135.00

Optional Deductions

Delivery Fee (per vehicle) \$ 15.00

Non-State Agencies ONLY

Delivery Information

Distance from Dealership to SFM Delivery Point 9 miles

Delivery price per mile in excess of 9 miles \$ 1.67

Non-State Agencies ONLY

NOTE: Per South Carolina Code §1-11-310, Part H, and the Energy Policy Act (EPA) of 1992, South Carolina State Agencies MUST use the Sedan-3F contract when planning to purchase a Sedan-3 Crossover Compact Class Vehicle.

Questions regarding this policy should be directed to State Fleet Management at 803-737-0668.

Love Chevrolet Company
P.O. Box 8387
Columbia, South Carolina 29202
(803) 794-9000



To: City of Columbia

Attn: Marlon Epps

From: Donald Shumpert

Date: December 28, 2018

Re: Equinox State Contract #4400017378

Base Price - \$20387.00 (no options chosen)

Total units - x 8

Grand total - \$163096.00

- Plus tax per unit
- Please note color requirements on PO

A handwritten signature, likely of Donald Shumpert, is enclosed within a hand-drawn oval. The signature is written in dark ink and is somewhat stylized.



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Three (3) Dodge Charger Pursuit Vehicles for the Police Special Ops Unit, as requested by Fleet Services. Award to Santee Automotive LLC, using the SC State Contract in the amount of \$72,756.00. This vendor is located in West, Columbia, SC.

REQUISITION NO.: R194623

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$72,756.00.

ORIGINAL BUDGET: \$72,756.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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

ATTACHMENTS:

- **#a:** State Contract # 4400019826 - Law Enforcement Chargers (PDF)
- **#b:** R194623 - Quote - Dodge Charger V8 (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 2
 Date: 11/1/2017

LAW ENFORCEMENT VEHICLE INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cut Off Date	Base Price
<u>LE-3: Police Sedan - Hybrid Drivetrain</u>				
WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS				
<u>LE-4: Police Sedan, Intermediate, Rear Wheel Drive, Pursuit Package</u> <u>Dodge Charger Pursuit - LDDE48</u>	11/27/18 - 10/31/19			\$22,539.00
<u>LE-6: Pursuit-rated 1/2 ton Pickup, 4x4, Crew Cab</u> <u>Ford 150 Police Responder - W1P</u>	11/1/18 - 10/31/19			\$33,711.00
<u>LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive</u> <u>Dodge Durango PPV - WDDE75</u>	11/1/18 - 10/31/19			\$28,267.00
<u>LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel</u> <u>Chevrolet Tahoe PPV - CC15706</u>	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$32,734.00

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 5
 Date: 11/27/2018

LE-4: Sedan, Police Intermediate, Rear Wheel Drive

Contract Number: 4400019826

Contractor: Santee Automotive LLC

Initial Contract Term: 11/27/2018 - 10/31/2019

Address: PO Box 5391
 West Columbia, SC 29171

Contract Rollover Dates:

Vendor #: 7000214142

Order Cut Off Date:

Contact: Scott Watford

Model: Dodge Charger Pursuit - LDDE48

Email: scott@tracsconsult.com

Commodity Code: 07105

Telephone: 803-386-9651

Delivery Days ARO: 120

Fax: 803-678-4297

BASE PRICE **\$22,539.00**

*Click on the link above for an itemized listing of Items Included in the base price.

Optional Additions

<i>All Wheel Drive</i>	\$1,344.00
<i>* Req.Engine Upgrade to V8</i>	
<i>Ballistic Panels</i>	\$1,450.00
<i>* Per Door/Side</i>	
<i>Center Console Upgrade from Police Interior Package</i>	\$418.00
<i>Engine Upgrade</i>	\$1,213.00
<i>* Upgrades to 5.7L V8</i>	
<i>State Spec Privacy Glass</i>	\$157.00
<i>Change to Carpet & Cloth Interior</i>	\$230.00
<i>Bluetooth/Hands Free Calling</i>	Factory Standard
<i>Officer Alert (aka: Officer Protection Package, Surveillance Mode, etc.)</i>	Factory Standard

Optional Deductions

<i>Driver-side Mounted Spotlight</i>	\$187.00
<i>Header-Mounted Switch Controlled High Intensity Map Li</i>	Factory Standard
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.50

[Return to Index](#)



11.b
QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 803-386-9651
Fax: 803-678-4297
www.santeeautomotive.com

BILL TO
City of Columbia
Kimberly Brown
1800 Main Street 2nd Floor
Columbia, South Carolina 29201
United States

803-545-3473
Kinberly.Brown@columbiasc.gov

Estimate Number: 309

Estimate Date: December 28, 2018

Expires On: June 30, 2019

Grand Total (USD): \$72,756.00

Items	Quantity	Price	Amount
Dodge Charger Police RWD State Contract: 4400019826 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight Exterior Vehicle Color: White Knuckle	2	\$22,539.00	\$45,078.00
Dodge Charger Police RWD State Contract: 4400019826 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight Exterior Vehicle Color: Pitch Black	1	\$22,539.00	\$22,539.00



QUOTE 11.b

Santee Automotive LLC
 2601 Paxville Highway
 Manning, South Carolina 29102
 United States

Phone: 803-386-9651
 Fax: 803-678-4297
 www.santeeautomotive.com

Items	Quantity	Price	Amount
Dodge Charger HEMI Engine Upgrade Dodge Charger Engine to 5.7L V8 HEMI	3	\$1,213.00	\$3,639.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	3	\$500.00	\$1,500.00
Total:			\$72,756.00
Grand Total (USD):			\$72,756.00



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Twenty-two (22) Chevy Tahoe PPV Interceptors for the Police -Operations Division, as requested by Fleet Services. Award to Love Chevrolet, using the SC State Contract in the amount of \$722,348.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R194121

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$722,348.00.

ORIGINAL BUDGET: \$722,348.00

STRATEGIC GOALS: Provide high quality municipal services

Three (3) 2018 Chevy Tahoe PPV Interceptors and nineteen (19) 2019 Chevy Tahoe PPV Interceptors for a total of 22.

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

ATTACHMENTS:

- **#a:** State Contract #4400017323 (PDF)
- **#b:** R194121 - Revised Quote - Love Chevrolet - Tahoe (PDF)

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 2
 Date: 11/1/2017

LAW ENFORCEMENT VEHICLE INDEX

	Initial Contract Term	Contract Rollover Dates	Order Cut Off Date	Base Price
LE-3: Police Sedan - Hybrid Drivetrain WILL BE RE-SOLICITED WITH REVISED SPECIFICATIONS				
LE-4: Police Sedan, Intermediate, Rear Wheel Drive, Pursuit Package Dodge Charger Pursuit - LDDE48	11/27/18 - 10/31/19			\$22,539.00
LE-6: Law Enforcement Sedan - Full Size, All-Wheel Drive, Flex Fuel Ford 150 Police Responder - W1P	11/1/18 - 10/31/19			\$33,711.00
LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive Dodge Durango PPV - WDEE75	11/1/18 - 10/31/19			\$28,267.00
LE-8: Law Enforcement Utility - 4x2 SUV, Full Size, Four-Door, Flex Fuel Chevrolet Tahoe PPV - CC15706	11/1/17 - 10/31/18	11/1/18 - 10/31/19		\$32,734.00

Fire

RI194618 - Red PPV Chevy Tahoe - Fire Suppression

Rob Malpass, Procurement Manager
 Phone: (803) 737-5769
 Email: remalpass@mmo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Section: V
 Page: 8
 Date: 11/1/2017

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

Contract Number: 4400017323

Contractor: Love Chevrolet Company

Initial Contract Term: 11/1/2017 - 10/31/2018

Address: 100 Parkridge Drive, Columbia, SC
29212

Contract Rollover Dates: 11/1/2018 - 10/31/2019

Vendor #: 7000044959

Order Cut Off Date:

Contact: Donna Casey

Model: Chevrolet Tahoe PPV - CC15706

Email: governmentsales@loveauto.com

Commodity Code: 07105

Telephone: 803-794-9004 ext. 7

Delivery Days ARO: 90

Fax: 803-926-7467

BASE PRICE **\$32,734.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

<i>4x4 Pursuit Package</i>	\$3,550.00
<i>Towing Package (State Standard Spec)</i>	\$25.00

Optional Deductions

<i>HD Vinyl/Rubber Flooring</i>	\$100.00
<i>Spot Light (Left Door Mounted)</i>	\$385.00
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

[Return to Index](#)

STATE OF SOUTH CAROLINA – STANDARDIZED VEHICLE SPECIFICATIONS

(Revised 7/21/2017)

Sections/Items Revised or Added 7/21/17:

• General layout – document is reformatted	• Privacy Glass – DNR/Law Enforcement
• Introduction	• Radio Noise Suppression
• Auxiliary Power Connection – DNR Specification	• Side Mirrors – Extended, Breakaway
• Floor Mats	• Step Bar
• Four-wheel Drive (4x4) & All-Wheel Drive (AWD)	• Tow Package
• Fuel System – renamed: Engines – Diesel	• Vehicle Up-fits – Unapproved / Not Ordered
• Keys	

Introduction:

The following specifications are applicable if they are listed as “Factory Installed Items” (included in the “Base Price”) or “Option Equipment” (Add or Deduct Pricing). If they are not referenced by the spec item name (example: “Tow Package”) in the individual vehicle spec, they do not apply.

Should it be necessary to deviate from a standard spec, the deviation(s) will be expressly stated within the individual vehicle spec. The individual vehicle spec takes precedence over the standardized vehicle spec. Unless defined otherwise in an individual vehicle’s specification, the following standardized specifications apply where applicable and as listed in each vehicle spec.

Important Notice:

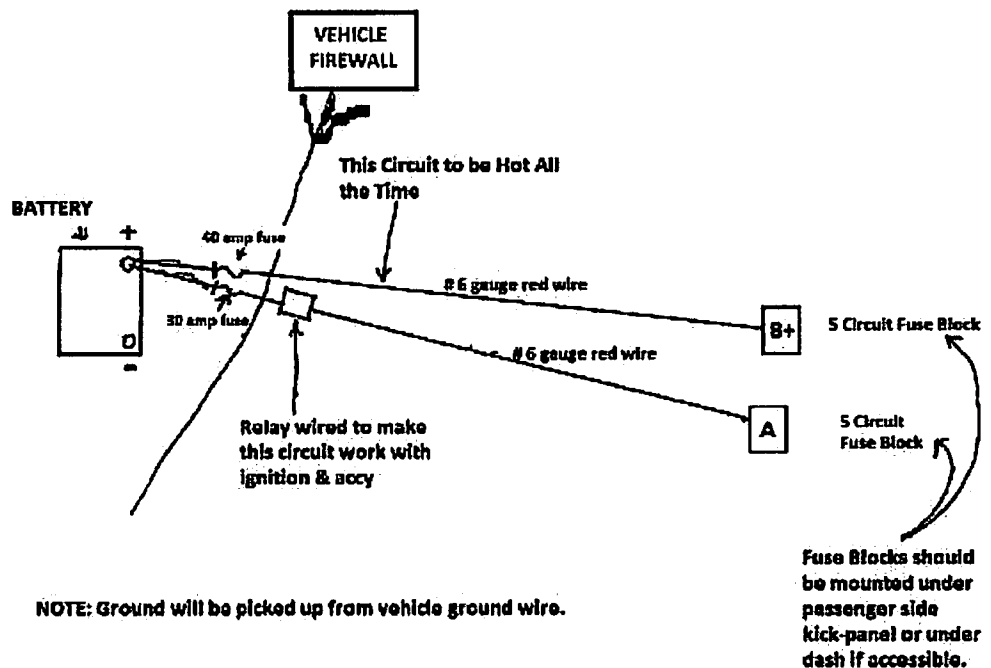
Contractors/vendors should review purchase orders carefully for items such as drawbar, pin, clip and shank configuration information, as well as anything else needing further description for the particular order, as provided in the contract documents. They should notify the ordering governmental entity when needed information is missing. This office will require delivery of all specified items unless the ordering governmental entity provides specific notice of relief from same in writing. **These type items are to be included in the contract prices.**

<u>Specification Name</u>	<u>Description</u>
Auxiliary Power Connection	A factory-installed, two-wire power connection shall be provided in the engine compartment. ➤ If the specified connection is not offered by the manufacturer, said connection may be installed by an up-fitter. ➤ Documentation of non-availability from the manufacturer is to be obtained from the manufacturer and included in the bid submittal. • The circuit shall be a minimum 5-amp fused with a minimum 14 gauge automotive-grade cable. ➤ The circuit shall operate with the ignition switch in the “Accessory” or “On” position, and shall include one blue wire for ignition and one red wire for accessory. • <i>The purpose of the power connection is to allow installation of additional high amperage accessories.</i> • <i>Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.</i>
Auxiliary Power Connection – DNR Specification	Department of Natural Resources (DNR) requires a significantly different Auxiliary Power Connection on select vehicles. The specifications below apply whenever the option “Auxiliary Power Connection – DNR Specification” is listed on a contract sheet, and subsequently selected on a purchase order.

- Minimum two (2) 40-amp circuits that provide 12 volt connection for the installation of additional high amperage equipment.
- The circuits shall provide:
 - A two (2) wire harness with 6awg wire that includes one (1) wire powered when ignition switch is in the Accessory position and the ON position through a heavy duty relay;
 - One (1) wire powered from the battery with 12 volts dc continuously.
- Both wiring harnesses shall be connected to the battery with a 40 amp fuse with 6awg wire and run inside to the passenger area (kick panel or under dash accessible to connect wires), with a 5 circuit fuse block and labeled to identify the circuit (battery, INC/ACCY).
 - To avoid circuit failure by exposure to excessive heat in the engine compartment, the relay should also be inside the vehicle in this area if at all possible.
 - This installation will allow for additional high amperage body equipment output such as, but not limited to: blue lights, radios, computers, work lights, pumps, and motors.
- The switch may be factory, dealer, or approved up-fitter installed.

NOTE: All non-factory installations of this item shall be tied into the chassis electrical system as specified by the vehicle manufacturer. Dealers and up-fitters are to carefully coordinate same with the vehicle manufacturer. The contractor guarantees all work associated with this item that is not covered by the vehicle's manufacturer warranty for the same specified time and usage as the vehicle's manufacturer warranty.

DNR AUXILIARY POWER CONNECTION DIAGRAM



Auxiliary Power Outlet	A factory-installed, 12-volt single port power outlet shall be provided in the dashboard or front console of the vehicle. • The power outlet shall operate with the vehicle ignition switch in the "Off" or "On" position. • The outlet must operate independently from other electronic components with on a minimum 20 amp circuit. • The outlet must be accessible from the driver's seat position. • If unavailable from the manufacturer, the auxiliary power outlet may be installed by an up-fitter. • <i>Note that on most individual vehicles specs, this item is considered an optional add-on. Be sure to review each individual vehicle spec carefully.</i>
Daytime Running Lights	If standard equipment, daytime running lights are to be made inoperable prior to delivery of vehicles purchased by and for law enforcement entities.
Engines - Diesel	For Diesel-powered vehicles and equipment, fuel system components and Diesel engines shall be compatible with B20 bio-diesel blends, minimum.
Engines – Gasoline/Unleaded/E10	For gasoline-powered vehicles and equipment, fuel system components and gasoline engines shall be compatible with E10 ethanol blends, minimum. These engines are to perform as follows: • No noticeable degradation in vehicle drivability; • Minimal impact on vehicle operating efficiency (defined to be no more than 10% decrease in fuel economy); • Maintenance sensors and warning systems are to display normally (i.e. use of E10 is not to cause the check engine light to illuminate). NOTICE: The State of South Carolina has transitioned to the E10 Unleaded Fuel Blend. The fuel contracts reflect the same.
Floor Mats	Unless stated otherwise in the individual vehicle specifications, the following applies: • In vehicles with <u>carpeted</u> flooring, the manufacturer's vehicle-specific floor mats are to be supplied for all major seating points of the vehicle. • If a manufacturer is unable to supply floor mats for carpeted vehicles (i.e. due to specific vehicle packages), equivalent (in quality and fit) aftermarket mats must be provided for all major seating points. • In vehicles with <u>vinyl or heavy duty rubber flooring</u>, floor mats are not to be provided, and may not be requested by the ordering governmental entity. NOTICE: Should an individual vehicle's specifications with carpeted interior request rubber or vinyl floor mats, those mats will be of a high quality, heavy duty construction.
Four-wheel Drive (4x4) & All-Wheel Drive (AWD)	4x4 Definition: The State of South Carolina recognizes the definition of a 4x4 (four-wheel drive)-equipped vehicle as follows: • The vehicle is primarily rear-wheel drive, and equipped with locking differentials, low-range gearing, and is controlled by transfer case. • Power distribution is not distributed/vectored alternately between wheels by the vehicle computer.

	• The 4x4 system can be selected for 4x2/rear wheel drive, low, and high settings on part-time 4x4 vehicles (either by lever or electronic selection). • Full-time 4x4 vehicles do not have computer-controlled power vectoring to the wheels, but may allow for low and high range selection. 4x4 Package: For vehicles equipped with 4x4 as defined above, the State requires the following to be provided on said vehicle: ➤ Transfer case with auto locking hubs (operator may lock hubs without leaving the cab). ➤ Factory skid plates (minimum set includes transfer case and fuel cell protection). ➤ Locking or limited slip differential, or electronic traction control. ➤ Suspension – all changes recommended by the manufacturer for 4x4 operation to be provided and completed. ➤ All-terrain tires All-Wheel Drive (AWD) Definition: The State of South Carolina recognizes the definition of an AWD-equipped vehicle as follows: • The vehicle computer controls the amount and timing of power distribution/vectoring to each of the wheels. • The driver does not have the ability to completely eliminate the computer's control of power distribution (variable mode options of an AWD system does not classify a vehicle as 4x4 instead of AWD). • The vehicle is typically always readily engaged in an All-Wheel Drive power distribution, whether or not the computer has selected all wheels to receive power at any given moment. AWD Package: The State requires AWD vehicles to be fully equipped with all warranty-necessary suspension and protective devices as defined by the manufacturer. NOTICE: The State of South Carolina does not consider AWD to be equivalent to 4x4. Therefore, AWD will not be accepted as a substitute for 4x4. Refer to individual vehicle specifications to determine if a vehicle must be either 4x4 or AWD, or if either option is acceptable for the individual vehicle spec.
Head Restraints	All outboard seating positions shall have factory installed head restraints via head rests or high back seats. The head restraints shall meet all requirements of US Department of Transportation, National Highway Traffic Safety Administration, and Federal Motor Vehicle Standards. NOTICE: If head restraints are not available, the contractor shall provide each ordering governmental entity notification from the manufacturer verifying that head restraints are not available. If head restraints are available from the manufacturer as an optional item, they must be included in the offer and incorporated into the base price of the vehicle.
Keys	Three (3) ignition-capable (and programmed) keys and two (2) fobs/remotes are to be provided for each vehicle delivered. • The two (2) fobs/remotes are only required if the vehicle is equipped with power locks. • For manufacturers whose keys are an integrated key/fob, three (3) fully functional (ignition-capable) integrated key/fobs are required. • Cost for the key and fob sets are to be included in the base price.
Privacy Glass --	

Extended & Crew Cab Pickups, Cargo & Passenger Vans, Utility Vehicles	If "Privacy Glass" is required as part of the individual vehicle spec (or as an add-on item), for a qualifying vehicle class as defined below, the State of South Carolina defines privacy glass and its applicable vehicular location as: • Deep tint with a VLT of 18-20%. • Only applicable to glass aft of the B pillar for the specifically defined vehicle classes within this spec. Qualifying Vehicles: • Extended and crew cab pickups • Cargo and passenger vans • Utility Vehicles – which are specifically on state contracts defined for SUVs • State contract law enforcement vehicles NOTICE: • Vehicles specifically assigned Sedan contracts, exclusive of law enforcement contracts, do not qualify for privacy glass.
Radio Noise Suppression	Governmental fleet vehicles may have an approximate 150-watt mobile (two-way) radio installed, operating on the frequencies of 44-47 MHz as designated by the FCC (CFR 47, Part 90). To anticipate possible installation of such radio equipment, the vehicle shall be fully compatible with the above radio installation, and all vehicle components and equipment shall not interfere with the operation (transmitting or receiving) of the mobile radio.
Side Mirrors – Extended Breakaway	The primary mirror will be a minimum of 6"x 14". The convex mirror will be a minimum of 5". The purpose of the mirror is to improve the driver's view to the rear when towing & backing.
Step Bar – Entry/Egress	Definitions: • Door threshold – point of the vehicle where the driver & passengers place their foot upon entering the cabin. • Step Bar – shall be a 3" diameter bully single, extended, or double step bar, or equivalent. <i>The bar must have a minimum weight capacity of 250 lbs., and must be of metal construction.</i> • Running board – an elongated platform step that measures no less than six inches deep, and must be installed to allow entry and egress from all side doors (including driver's as measures dictate). <i>The board must have a minimum weight capacity of 250lbs.</i> Method of Measurement: From level ground (not including curbing), measure the vertical clearance from the ground to the threshold for each passenger and driver entry door as defined above. Spec for Vans (including Cutaways): • <u>Running boards</u>, as defined above, are required <u>at all doors where</u> the ground-to-threshold clearance exceeds 19". • The astern rear door is exempt from this spec. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on</u></i>

	<u>new model years.</u> <u>Spec for Pickups & Large Trucks:</u> • <u>Step bars</u>, as defined above, are required <u>at all doors where</u> the ground-to-threshold clearance exceeds 21". • For vehicles with extended, quad, or crew cabs (no matter the manufacturer's marketing description), an extended length or double step bar shall be installed that services the entry and egress for all doors. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.</u></i> <u>Spec for Utilities (SUV & Crossover):</u> • <u>Running boards</u>, as defined above, are required when any passenger (including driver) door's ground-to-threshold clearance on a utility vehicle exceeds 21". • The running board shall cover the length of the rocker panel from the forward point of the front doors, to the rearward point of the rear passenger doors. • The astern rear door/hatch is exempt from this spec. • <i>Please be sure to measure all entry points, particularly on redesigned or new models, to prevent rejection at time of delivery and inspection. <u>Note that tire & wheel changes could affect measurements – be sure to check for such changes on new model years.</u></i> NOTICES: • In all cases, overall manufacturer-desired ground clearances must be maintained. • All step bars and running boards shall be the type that are customarily manufactured and marked to be used as steps (not décor). • Step bars must be black powder coated, and certified for a minimum weight capacity of 250lbs. • Running boards should be black in color. Molded plastic running boards (OEM or aftermarket) are acceptable, so long as they are certified to a minimum weight capacity of 250lbs. • Steps are not required for astern rear doors/hatches on vans or utilities.
Tires	Tires are to be mounted with black walls turned to the outside. • All tire walls with contrasting colors such as white, red, raised white lettering, etc. are to be turned and mounted to the inside. • The ordering governmental entity may reject delivery if black walls are not turned to the outside.
Tow Package	<u>State of South Carolina Tow Package:</u> Factory installed hitch plus all necessary components to match or exceed the maximum rated towing capacity of the vehicle are to be included. • Wiring will be completed to include all necessary components to utilize both 4-way and 7-way wiring harnesses. • Standard configuration for drawbar, ball, pin, and clip: ➤ Standard is the DNR specification below, unless otherwise stated by the ordering governmental entity. ➤ Department of Natural Resources (DNR) configuration is: drawbar with 2" drop, pin, clip, and 2" ball w/ 1" solid shank.

	NOTICES: • This spec applies when: ➤ A governmental agency specifically requests the tow package as part of the vehicle order, or ➤ The individual vehicle spec includes the tow package as required/standard equipment. • If the drawbar, pin, clip, and shank configuration is inadvertently omitted from a purchase order (i.e. "tow package" was the only description provided on the PO), it does not relieve the contractor of the requirement to provide the standard configuration above, or as outlined in the individual vehicle specifications. • If a vendor's vehicle is provided factory-equipped (factory standard) with the hitch assembly, the vendor does <u>not</u> have to supply the standard configuration of the State of South Carolina tow package (wiring, drawbar & ball) when: ➤ The ordering governmental entity has not requested the tow package as part of the purchase, or ➤ The individual vehicle spec does not require the tow package as a standard/base item for the contract.
Winch	The standard specification winch is as follows: • Warn model XD9000i • Electric • Front Mount • 9,000lb. capacity, with roller fairlead (5742) • 125' cable • Grille guard and mounting bracket NOTICES: • The mounting bracket must not extend below the height of the front bumper. • The winch package may be installed by the contractor/factory, or an approved up-fitter.
Vehicle Up-fits – Unapproved / Not Ordered	If a vendor <u>chooses</u> to fulfill an order with dealer stock / retail units that were up-fitted beyond factory-standard/equipped accessories (i.e. tow package, bed liner, toolboxes, satellite radio, navigation, etc.), but not requested by the ordering governmental entity, the vendor may <u>not</u> petition the ordering governmental entity for reimbursement of the up-fit(s).



State of South Carolina

Bid

Status: 5500053740 Bid Accepted
Created: 10/01/2017 14:40:52 EST
DONNA CASEY

Last upd: 10/06/2017 16:21:30 EST
ROBERT MALPASS

Bidder

LOVE CHEVROLET COMPANY
C/O ALLY
P.O. Box 8387
COLUMBIA SC 29202

Invitation For Bid

Version: 2

Bid invitation number: 5400013679
Description: STATEWIDE FOR LAW

Buyer name:

Buyer email:

Buyer phone:

Follow-on document: Contract

Valid From: 11/01/2017

Valid To: 10/31/2019

Estimated award date: 10/13/2017

SCBO catg: Equipment

Bid Invitation rules

Bidding procedure: Public bid invitation

Requested price information: Normal price

Timezone: EST

End date/time: 10/03/2017 13:00:00 EST

Bids required for all items? No

Bid may be changed? Yes

Bidder can add items? No

Bid Basic Data

Terms of Payment: net 30 days

Currency: USD United States Dollar

Information from purchaser - header attachment(s)

Description

Solicitation

Amendment 1

FY18 LE Specifications Amend 1

Header attributes

The bidder has read and understands all Amendments.

Bidder Response: Y

1. The Submitter has read and understands the terms and conditions of this solicitation.

Bidder Response: Yes, I have read and understand the terms and conditions.

Permitted Values - Yes, I have read and understand the terms and conditions.

2. The offer is in accordance with the terms and conditions of this solicitation.

Bidder Response: Yes, I am in accordance with the terms and conditions.

Permitted Values - Yes, I am in accordance with the terms and conditions.

Bidder Certifies that they are Current with all Admin Fee Reporting and Payments for Current and previously held Statewide Term Contracts.

Bidder Response: Y

Invitation For Bid

Version: 2

Bid Invitation number: 5400013679

Description: STATEWIDE FOR LAW ENFORCEMENT
VEHICLES

4. THE BIDDER CERTIFIES THAT ALL VEHICLES BID INCLUDE ALL STANDARD AND FACTORY INSTALLED ITEMS AS SPECIFIED.

Bidder Response: Y

Bid details

Line Number: 0001

LE-2: Motorcycle Touring

Item Category: Material

Product Category: 07156 - Motorcycles

Internal Item Number: 2

Target Quantity of Bid Invitation: 10.00 each

Price: 0.01 (United States Dollar) Per 1 each

Information from purchaser - item tendering text

LE-2: Motorcycle Touring (For Law Enforcement Operations Only*)

Item attributes

Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.

Bidder Response: N

INDICATE DELIVERY TIME DAYS ARO

Bidder Response:

Line Number: 0002

LE-6: Sedan, Full Size, All Wheel

Item Category: Material

Product Category: 07105 - Automobiles Police and Security Equipped

Internal Item Number: 7

Target Quantity of Bid Invitation: 70.00 each

Price: 0.01 (United States Dollar) Per 1 each

Information from purchaser - item tendering text

LE-6: Sedan, Full Size, AWD, Flex Fuel

Item attributes

Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.

Bidder Response: N

INDICATE DELIVERY TIME DAYS ARO

Bidder Response:

Invitation For Bid

Version: 2

Bid invitation number: 5400013679

Description: STATEWIDE FOR LAW ENFORCEMENT
VEHICLES

Line Number: 0003

LE-7: Utility, Intermediate, 4x2

Item Category: Material

Product Category: 07105 - Automobiles Police and Security Equipped

Internal Item Number: 8

Target Quantity of Bid Invitation: 125.00 each

Price: 0.01 (United States Dollar) Per 1 each

Information from purchaser - item tendering text

LE-7: Utility, Intermediate, AWD, Flex Fuel

Item attributes

Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.

Bidder Response: Y

INDICATE DELIVERY TIME DAYS ARO

Bidder Response:

Line Number: 0004

LE-8: Utility, Full Size, 4x2

Item Category: Material

Vendor Product Number: CC15706

Product Category: 07105 - Automobiles Police and Security Equipped

Internal Item Number: 9

Target Quantity of Bid Invitation: 25.00 each

Price: 32,734.00 (United States Dollar) Per 1 each

Delivery Time (Duration): 90 days

Information from purchaser - Item tendering text

LE-8: Utility, Full Size, 4x2, Flex Fuel

Bidder's Item attachment(s)

2018 Tahoe PPV Specs

Item attributes

Are you entering a bid for this line item? If so, then all remaining attribute questions must be answered. Failure to respond to any attribute question may result in your bid being determined non-responsive.

Bidder Response: Y

INDICATE DELIVERY TIME DAYS ARO

Bidder Response: 90 Days

Comments: items with post production upfits may take longer

	LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel	Vendors must complete all blocks highlighted in BLUE. Failure to complete ALL blocks highlighted in BLUE will deem your offer as non-responsive.	
STANDARD FLEET SPECIFICATIONS	Vendor's Model and Model Number	Chevrolet Tahoe PPV CC1570n	Required Entry
1. Must meet or exceed all federally required and standard manufacturer installed safety components (air bags, restraints, etc.)	REQUIRED	YES	Required Entry
2. All factory base model colors must be available.	REQUIRED	YES	Required Entry
2. All factory base model colors must be available.	DPS Bright Silver, Black	YES	Required Entry
3. All models must contain ALL components as a retail base model (i.e. center consoles, standard amenities, etc.)	REQUIRED	YES	Required Entry
4. Must meet all other minimum standard specifications as set forth in SC State Enforcement contract (i.e. running board/step requirements).	REQUIRED	NO	Required Entry
	Base Price	\$32,734.00	Required Entry
WHOLE DIMENSIONS & PARAMETERS			
Minimum # Doors	5 including rear hatch		
Minimum Width (in.) w/outdoor mirror	75		
Minimum Height (in.)	65		
Minimum Wheel Base (in.)	115		
Minimum Passenger Capacity	5		
Front Head Room (in.)	41		
Rear Head Room (in.)	38		
Front Leg Room (in.)	42		
Rear Leg Room (in.)	39		
Total Minimum Passenger Volume (cu. ft.)	111		
Minimum Cargo Volume (cu. ft.)	54		
DRIVETRAIN REQUIREMENTS			
Engine Fuel Type	Flex Fuel (E85/Reg. Unld)		
Minimum Cylinders	8		
Minimum Displacement	5.3L		
Minimum Horsepower	350		
Minimum Torque	380 lb.-ft		
Engine Oil Cooler	REQUIRED, HD		
Transmission Type	HD, Min. 6 speed Automatic		
Additional Transmission Requirements	Ability to prevent driver from manually shifting to low gear		
Drive Type	Rear Wheel w/ 4x4 Option		
HD Transmission	REQUIRED		
Required # of Gears	State Standard Spec		
MECHANICAL REQUIREMENTS			
Power Brakes Required	YES, HD 4-Wheel Disc, w/HD front & rear callipers		
4-wheel ABS	REQUIRED		
Power Steering Required	YES		
Minimum Alternator Amperage Required	170		
Minimum Battery	Two (2) 720 CCA, HD, Maintenance Free		
Daytime Running Lights	See State Standard Spec for Law Enforcement Vehicles		
Radio Noise Suppression (Per State Std. Spec.)	REQUIRED		
Suspension	HD, Pursuit Rated		
Tires	Pursuit Rated		
Wheel Covers	Yes, Standard Production Color		
SPARE TIRE			
Required Spare Tire Type	FULL SIZE w/ Jack & lug wrench		
Tire Inflation M.	NO		
INTERIOR COMPONENTS & OTHER ACCESSORIES (note: all add-on items are if standard equipment)			
Air Conditioning	REQUIRED		
AM/FM Stereo Radio	REQUIRED		
Day/Night Rear View Mirror	REQUIRED		
Backup Camera	REQUIRED		
On/Off Control	REQUIRED		
Floor Mats	REQUIRED, unless vinyl floor		
Floor Type	Carpet, w/option to vinyl/rubber		
Front Seat Material	HD Cloth w/ vinyl option		
Rear Seat Material	REQUIRED, 6-way min. w/option to deduct if not standard		
Front Seat Construction	Bucket		
Rear Seat Material	HD Cloth w/ vinyl option		
Rear Seat Construction	Bench		
Headset Mounted Switch Control High Intensity Map Light	REQUIRED w/option to deduct		
Power Door Locks	REQUIRED		
Keyless Entry	REQUIRED		
Power Side Mirrors	REQUIRED		
Power Windows	REQUIRED w/rear lockout		
Adjustable Steering Wheel	REQUIRED		
Exterior Mirror Wipers	REQUIRED		
Rear Window Defroster	REQUIRED		

Interior Trunk Release Disabled w/o Key or FOB	REQUIRED	
Driver Side Mounted Spotlight	REQUIRED w/option to deduct	
Roof Wire Kit (8 or 10 Wire)	REQUIRED w/option to deduct	
Anti-Theft Device, TREMCO, model preferable	REQUIRED	
Certified Speedometer w/Analog Gauge	REQUIRED	
Electrical System Independent of Ignition	REQUIRED	
Police Interior Package	REQUIRED w/option to deduct	
Running Boards/Steps	State Standard Spec	
OPTIONAL EQUIPMENT ADDITIONS:		
Auxiliary Power Connection		\$0.01
HD Vinyl/Rubber Floor		\$0.01
Vinyl Front Seat		\$0.01
Vinyl Rear Seat (Cloth Front)		\$0.01
Towing Package (State Standard Spec)		\$15.00
4x4 Pursuit		\$3,550.00
OPTIONAL EQUIPMENT DEDUCTIONS:		
HD Vinyl/Rubber Flooring		\$100.00
Vinyl Front Seat		\$0.01
Vinyl Rear Seat (Cloth Front)		\$0.01
Map Light		\$0.00
Police/Special Purpose Interior Package		\$0.01
Power Driver Seat (if not std.)		\$0.01
Roof Wiring (8 or 10 wire)		\$0.01
Spot Light (Left Door Mounted)		\$385.00
This field will automatically populate from the Delivery Information entered below.		
Delivery Fee (Per Vehicle)		\$15.00
DELIVERY INFORMATION:		
Distance from Dealership to SFM Delivery Point (in Miles)		9
Amount of Base Price Allocated to Delivery to SFM		\$15.00
Price Per Mile Contractor May Charge		\$1.67
DAYS ARO:		
		90
Base Price		\$32,734.00
Total of All ADDS		\$3,575.04
25% of all ADDS		\$893.76
Total of All DEDUCTS		\$500.05
25% of All DEDUCTS		\$125.01
Evaluated Amount		\$33,502.75

NOTE: Use the space below to indicate whether an Add or Deduct requires an additional Add or Deduct. Be Specific. If this section does not apply, enter "N/A."

Required Entry: Add
 Required Entry: Not an add option. See below.
 Required Entry: Not an add option. See below.
 Required Entry: Rear vinyl or cloth prior the same.
 Required Entry: Browbar with ball
 Required Entry: All terrain tires not included due to pursuit rating.

Required Entry: Also deducts floor mats.
 Required Entry: Not an add or deduct.
 Required Entry: No price difference between vinyl and cloth rear seats.
 Required Entry: Std.
 Required Entry: Std.
 Required Entry: Std.
 Required Entry: Never has been available on a Tahoe PPV.
 Required Entry: Std.

Love Chevrolet Company
P.O. Box 8387
Columbia, South Carolina 29202
(803) 794-9000



To: City of Columbia

Attn: Marlon Epps

From: Donald Shumpert

Date: December 28, 2018

Re: Tahoe PPV State Contract #4400017323

Base Price -	\$32734.00
Volume Discount -	<\$400.00>
Upfit Fee -	\$150.00
<u>Light/Siren Package -</u>	<u>\$8026.00</u>
Total Per Unit -	\$40510.00
<u>Total units -</u>	<u>x 22</u>
Grand total -	\$891,220.00

- Plus tax per unit
- Love Chevrolet will deliver to West Chatham Warning and deliver invoices to the City for processing



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of an Engine, as requested by the Fire Department. Awarded to Emergency Equipment Professionals Inc., using the H-GAC Interlocal Contract in the total amount of \$616,241.00. This vendor is located in Southaven, Mississippi.

REQUISITION NO.: R194860

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$616,241.00.

ORIGINAL BUDGET: \$616,241.00

STRATEGIC GOALS: Provide high quality municipal services

Reference H-GAC Contract #FS12-17

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative purchasing agreements.

ATTACHMENTS:

- **#a:** R194860 - Engine - HGAC Contract & Pricing (PDF)
- **#b:** Fire Engine Quote (PDF)
- **#c:** HGAC_Interlocal_Contract (PDF)

Fire Service Apparatus (All Types)**Page 1 of 4**

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
EMERGENCY EQUIPMENT PROFESSIONALS, INC.
Southaven, Mississippi

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Emergency Equipment Professionals, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6441 Highway 51 North, Southaven, Mississippi 38671.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

Fire Service Apparatus (All Types)

Page 2 of 4

ARTICLE 7:SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

Fire Service Apparatus (All Types)

Page 4 of 4

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchise status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

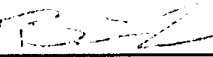
Attest for Houston-Galveston
Area Council, Houston, Texas:



Chuck Wemple, Chief Operations Officer

Date: JANUARY 9, 2018

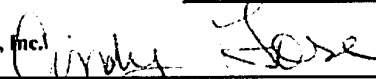
Signed for Emergency Equipment Professionals, Inc.
Southaven, Mississippi:



Printed Name & Title: BRIAN LEE VP OF APPARATUS SALES

Date: DEC. 4, 2017

Attest for Emergency Equipment Professionals, Inc.
Southaven, Mississippi:



Printed Name & Title: Cindy Gore Admin Asst for trucks

Date: DEC 4, 2017

Attachment A
Emergency Equipment Professionals, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-17

T. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
TA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 746,013.00
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 758,735.00
TA03	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$ 817,640.00
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	\$ 860,089.00
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	\$ 901,609.00
TA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$ 849,820.00
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	\$ 1,036,731.00
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 994,689.00
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	\$ 1,137,020.00
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 1,081,045.00
TA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 984,921.00
TA12	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 1,065,126.00
B. Wildland Fire Apparatus		
TB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$ 126,354.00
TB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	\$ 206,696.00
TB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$ 273,343.00
C. Pumper Fire Apparatus		
TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 219,712.00
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 224,952.00
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 233,808.00
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 243,701.00
TC05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 387,161.00
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 416,850.00
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$ 528,525.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
TD01	Ford F-550 4-Door, 12' Non-Walk-in Formed Aluminum Body	\$ 142,594.00
TD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 181,536.00
TD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 187,419.00
TD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 188,754.00

TD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 198,398.00
TD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In HDR Body	\$ 390,488.00
TD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$ 412,432.00
TD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$ 499,447.00
TD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 273,993.00
TD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 276,669.00
TD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 279,627.00
TD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 286,436.00
TD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$ 445,668.00
TD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$ 542,213.00
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 262,886.00
TE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 243,565.00
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 242,662.00
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$ 271,756.00
TE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$ 424,612.00
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$ 436,967.00
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 280,409.00
TE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 293,270.00
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 286,728.00
TE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$ 286,728.00
TE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 457,727.00
TE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 490,508.00



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION

☒

ESTIMATE

☐

319 Southport Road • Roebuck, S.C. 29376

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

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

HGAC Contract FS12-17

Date of Proposal:

F.O.B.:

Estimated Delivery:

Payment Terms:

Salesman: **Robby Fore**

December 18, 2018

Columbia Fleet Services

9 – 10 Months

Net Pymt. At Delivery

Item	Qty.	Description	Price	Amount
1	1	2019 Pierce Enforcer Cab and Chassis with Detroit		
		DD13 470 HP Diesel Engine, Allison EVS 4000		
		Automatic Transmission, Hale QMAX 1500 GPM Pump,		
		UPF 750 Gallon NY Style Poly Booster Tank with 30		
		Gallon Foam Cell, NY Style Hosebed, Akron In-Line		
		Eductor Foam System, 3 Year Bumper to Bumper		
		Warranty, Built in Accordance to NFPA 1901 and as per		
		Specifications Submitted		\$571,190.00
1	1	Miscellaneous NFPA Loose Equipment per Specification		\$44,551.00
1	1	South Carolina Sales Tax		\$500.00
		Delivery and Preparation Charges Included		
		Quotation based on HGAC Contract FS12-17 Item TC06		

TOTAL COST **\$616,241.00**

THIS QUOTATION EXPIRES JANUARY 31, 2019



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: **18-6858**

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Columbia, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1802 Main Street, Columbia, SC 29201

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/31/2018 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 7/1/17 and ends * 6/30/18. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

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ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User (local government, agency, or non-profit corporation)

* 1800 Main Street
Mailing Address

* Columbia SC 29201
City State ZIP Code

* By: Cheresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory Date 5/31/2018

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120 Houston, TX 77027

By: [Signature]
82EC270D5D61423
Executive Director

Date: 6/22/2018

*Denotes required fields

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

rev. 12/15



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of a Ladder Engine, as requested by the Fire Department. Award to Emergency Equipment Professionals, using the H-GAC Interlocal Contract in the total amount of \$1,533,896.00. This vendor is located in Southaven, Mississippi.

REQUISITION NO.: R194616

FINANCIAL IMPACT: Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$1,533,896.00.

ORIGINAL BUDGET: \$1,533,896.00

STRATEGIC GOALS: Provide high quality municipal services

Reference H-GAC Contract #FS12-17

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative purchasing agreements.

ATTACHMENTS:

- **#a:** R194616 - Contract & Price - Ladder Engine (PDF)
- **#b:** R194616 - Quote -H-GAC (PDF)
- **#c:** Ladder_Engine_HGAC_Interlocal_Contract (PDF)

Fire Service Apparatus (All Types)

Page 1 of 4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
EMERGENCY EQUIPMENT PROFESSIONALS, INC.
Southaven, Mississippi

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Emergency Equipment Professionals, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6441 Highway 51 North, Southaven, Mississippi 38671.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of December 1, 2017, and to continue through November 30, 2019 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR** in states other than Texas. The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS** in states other than Texas.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

Fire Service Apparatus (All Types)

Page 4 of 4

ARTICLE 20:**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:**CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD //IF APPLICABLE//**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Chuck Wemple, Chief Operations Officer

Date: JANUARY 9, 2018

Signed for Emergency Equipment Professionals, Inc.
Southaven, Mississippi:



Printed Name & Title: BRIAN LEE VP OF APPARATUS SALES

Date: DEC. 4, 2017

Attest for Emergency Equipment Professionals, Inc.
Southaven, Mississippi:



Printed Name & Title: Cindy Gore Admin Asst for trucks

Date: DEC 4, 2017

Attachment A
Emergency Equipment Professionals, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-17

T. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
TA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 746,013.00
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	\$ 758,735.00
TA03	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$ 817,640.00
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	\$ 860,089.00
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	\$ 901,609.00
TA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$ 849,820.00
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	\$ 1,036,731.00
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 994,689.00
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	\$ 1,137,020.00
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$ 1,081,045.00
TA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 984,921.00
TA12	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$ 1,065,126.00
B. Wildland Fire Apparatus		
TB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$ 126,354.00
TB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	\$ 206,696.00
TB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$ 273,343.00
C. Pumper Fire Apparatus		
TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 219,712.00
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 224,952.00
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 233,808.00
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 243,701.00
TC05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 387,161.00
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$ 416,850.00
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$ 528,525.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
TD01	Ford F-550 4-Door, 12' Non-Walk-in Formed Aluminum Body	\$ 142,594.00
TD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 181,536.00
TD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 187,419.00
TD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 188,754.00

TD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$ 198,398.00
TD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In HDR Body	\$ 390,488.00
TD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$ 412,432.00
TD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$ 499,447.00
TD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 273,993.00
TD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 276,669.00
TD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 279,627.00
TD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$ 286,436.00
TD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$ 445,668.00
TD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$ 542,213.00
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 262,886.00
TE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 243,565.00
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$ 242,662.00
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$ 271,756.00
TE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$ 424,612.00
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$ 436,967.00
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 280,409.00
TE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 293,270.00
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$ 286,728.00
TE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$ 286,728.00
TE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 457,727.00
TE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$ 490,508.00


QUOTATION
☒
ESTIMATE
☐

319 Southport Road • Roebuck, S.C. 29376

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

 Customer: Columbia Fire Department
 1800 Laurel Street
 Columbia, S.C. 29201

HGAC Contract FS12-17

 Date of Proposal: 12-18-18
 F.O.B.: Columbia, S.C.
 Estimated Delivery: 13.0 Months
 Payment Terms: Due At Delivery
 Salesman: *Robby Fore*

Item	Qty.	Description	Price	Amount
1	1	2019 Pierce Arrow XT 100' Ascendant Mid Mount Tower		
		Ladder, Detroit Diesel 525 HP Engine, Allison EVS 4000		
		Automatic Transmission, No Pump/No Tank, Built in		
		Accordance to NFPA 1901 and as per Specifications		
		Submitted		\$1,208,710.00
2	1	Miscellaneous NFPA Loose Equipment		\$300,186.00
3	5	Annual Bumper to Bumper and Semi-Annual Aerial PMs	\$4,900.00	\$24,500.00
4	1	South Carolina Sales Tax		\$500.00
		Delivery and Preparation Charges Included		
		Quotation based on HGAC Contract FS12-17 Item TA09		

TOTAL COST **\$1,533,896.00**
THIS QUOTATION EXPIRES JANUARY 31, 2019



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC **18-6858**
No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Columbia, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1802 Main Street, Columbia, SC 29201

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 5/31/2018 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * 7/1/17 and ends * 6/30/18. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

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ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User (local government, agency, or non-profit corporation)

* 1800 Main Street
Mailing Address

* Columbia SC 29201
City State ZIP Code

* By: Cheresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory Date 5/31/2018

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120 Houston, TX 77027

By: [Signature]
82EC270D5D61423
Executive Director

Date: 6/22/2018

*Denotes required fields

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

rev. 12/15



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Fiscal Year 2019 Water and Sewer Rate Study Update, as requested by Columbia Water. Award to Black & Veatch Management Consulting, LLC, in the amount of \$187,860.00. This firm is located in Kansas City, MO.

PURPOSE: This is a Clean Water 2020 Program Project.

REQUISITION NO.: R194131

FINANCIAL IMPACT: Funding Source: Engineering - Special Contracts W/S, SW; 5511706-638305. The original budgeted amount is \$200,000.00.

ORIGINAL BUDGET: \$200,000.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Black & Veatch Management Consulting, LLC (formerly identified and conducting work as Black & Veatch Corporation) was selected from the Water and Sewer Rate Study RFP (ENGRFP0004-14-15).

Black & Veatch Management Consulting, LLC is headquartered in Kansas City, MO, however, services are being provided out of Orlando, FL

The initial term of this agreement is for six (6) months, ending June 30, 2019, with an option to extend for a additional six (6) months.

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

ATTACHMENTS:

- **#a:** R194131 (PDF)

Requisition # 6194131JUSTIFICATION 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 Utility Operations Division,
(1)
a Water and Sewer Rate Study update for FY19

(2)

as a sole source procurement from Black & Veatch Management Consulting Services (BVMCS)

(3)

based upon the following justifications BVMCS will provide the City with consulting services related to reviewing

(4)

and tracking the City's current water and sewer rate progress related to the City's financial plan and provide recommendations

to the City concerning the revenue requirements, cost of service allocations, user rates and charges, and capital financing.

This may include a study for indirect cost. BVMCS has developed the rate model used for the rate study.

This has provided them extensive experience and expertise in the proprietary model, as well as, the City of Columbia's budget process.

This sole source is valid through June 30, 2019

Amount \$ 187,860.00

Utility Operations

Department

[Signature]
Signature of Department Head

12-13-18
Date

[Signature]
Signature of Purchasing Agent

12/17/2018
Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7435; Wexford and Windsong Lift Stations Evaluation and Rehabilitation Project, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$418,950.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Weston & Sampson of Columbia SC is the Mentor and will provide technical consulting support, professional surveying and engineering services at 70% (\$296,630.00) of the contract value. Carper Civil Consulting of Columbia SC, a Minority Business Enterprise (Woman), is the Protégé and will provide project management, engineering design, permitting services, bidding services and construction administration at 21% (\$88,000.00) of the contract value.

The following sub-consultants will provide additional services:

Construction Support Services, Inc., of Columbia, SC will provide services at 3.8% (\$16,000) of the contract value.

Howard Engineering, Inc., of Marietta, SC, a Minority Business Enterprise (Woman) will provide services at 2.6% (\$10,920) of the contract value.

Terracon, Inc., of Columbia, SC will provide services at 1.8% (\$7,400) of the contract value.

REQUISITION NO.: R194188

FINANCIAL IMPACT: The original budgeted amount is \$320,000.00 (SS7435-5529999-658650). Additional funds will come from - SS728801-55299999-658650.

ORIGINAL BUDGET: \$320,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

The above referenced Agreement is to compensate the Consultant for providing technical support for the Wexford and Windsong Lift Stations Rehabilitation Project. The service being provided will encompass the following:

Task 100- Evaluation and Design Phase Administration

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

Task 300- Survey and Utility Mapping

Task 400- Geotechnical Investigation

Task 500- Final Design

Task 600- Permits and Property

Task 700- Bidding and Award

Task 800- Engineering Services During Construction

Task 900- Full Time Construction Inspection

Task 1000- Project Closeout

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

ATTACHMENTS:

- **#a:** Agreement - Weston & Sampson SS7435 (PDF)
- **#b:** SS7435 Location Map(PDF)

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ
Major / Minor / Protégé Only Wastewater Collection System.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support, professional surveying and engineering services to the City of Columbia (CITY) for the Wexford and Windsong Lift Stations Evaluation and Rehabilitation Project. for the City of Columbia, SC.

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

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

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

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

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award or a Notice to Proceed* for an initial term of 27 months, or at such time total compensation provided for herein is reached, whichever is later.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

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

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Four Hundred Eighteen Thousand, Nine Hundred, Fifty Dollars and No/100 (\$418,950.00).

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

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

C. Invoicing Procedure: See Exhibit F

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

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

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	___%
MBE	___%
WBE	<u>21.0</u> %
LSA	___%

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses,

including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21.0%.

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

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

8. INDEMNIFICATION & INSURANCE

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

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

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured, with exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

9. **PERMITS & LICENSES**

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

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
 - C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
 - D. The Consultant shall procure a City of Columbia business license while performing services under this Agreement.
10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement. Any re-use of such documents without the Consultant's written verification of suitability for the

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

specific purpose intended shall be without liability or legal exposure to the Consultant or to the Consultant's subcontractors or consultants.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Department of Procurement & Contracts

Address: 1800 Main Street, Second Floor

Columbia, SC 29201

Phone: (803) 545-3470

Fax: N/A

Email: procurement@columbiasc.gov

Weston & Sampson Engineers, Inc.

Name: William Davis

Title: Project Manager

Address: 1201 Main St

Columbia, SC 29201

Phone: (803) 603-8527

Fax: N/A

Email: DavisW@wseinc.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents,

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.

- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.

- E. The Consultant shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

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

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

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

Weston & Sampson Engineers, Inc.

RFQ 011-16-17-NMJ

Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant shall take affirmative action to ensure equal employment opportunities for all

Weston & Sampson Engineers, Inc.
RFQ 011-16-17-NMJ
Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

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

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set

Weston & Sampson Engineers, Inc.
 RFQ 011-16-17-NMJ
 Wexford and Windsong L.S. Eval. & Rehab. Project SS7435

forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

WESTON & SAMPSON ENGINEERS, INC.

ROBERT L. HORNER
 VP, SC MGR

Print: Name/Title

Signature

Date: 12-19-18

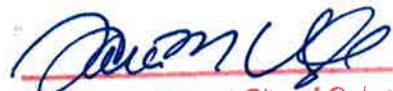
Recommended by:

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

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

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

EXHIBITS FOR SS7435

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D- Subconsultant Form

Exhibit E – Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G- Prompt Payment Affidavit

EXHIBIT A

SCOPE OF SERVICES

City of Columbia

CIP # SS7435

WEXFORD AND WINDSONG LIFT STATIONS EVALUATION AND REHABILITATION PROJECT

The services performed by Weston & Sampson (Consultant) as a part of this Scope of Service include providing technical consulting support, professional surveying and engineering services to the City of Columbia (CITY) for the Wexford and Windsong Lift Stations Evaluation and Rehabilitation Project. This includes evaluation of, design, and construction services for the rehabilitation and/or replacement of these two lift stations. The general location of the project is shown on Figure 1 attached.

In general, (Consultant) will provide the following scope of services:

- Review of all Available Data
- Preparation and Evaluation of Alternative
- Development of a Recommended Rehabilitation/Replacement Plan
- Preparation of a Preliminary Engineering Report (PER)
- Public Relations Meeting
- Engineering Design and Permitting
- Bidding Phase Support
- Engineering Services During Construction

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Carper Civil Consulting as the Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

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

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

120 Coordination Meetings

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

- One (1) Kickoff meeting.
- Monthly Progress meetings (14) with CITY's Project Manager for duration of project.
- One (1) public meeting in Task item 140.
- Draft and Final (30% design) Alternatives Analysis/Rehabilitation Plan Preliminary Engineering Report (PER) review meetings – two (2) meetings total to be held during a regularly scheduled monthly progress meeting.
- 60% and 90% design review meetings in Task item 560 – two (2) meetings total to be held during a regularly scheduled monthly progress meeting.
- One (1) pre-bid meeting in Task item 710.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will utilize SharePoint provided by the CITY to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - Consultant will maintain a complete document file for the project. All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.
- Consultant will adhere to and update monthly the schedule as shown in Attachment C.
- Consultant will conduct coordination meetings as outlined in Task 120.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Meet with the CITY (during monthly progress meetings) to discuss logistics and receive input for public meeting.
- CITY will coordinate and secure a meeting location.
- Conduct one meeting between 30% (PER) and 60% design stages.
 - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.
- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

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

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates for 12 total meetings, see below.
- Agenda and Minutes for the (1) Kickoff meeting
- Agenda and Minutes for (8) regular meetings
- Notification, displays, and handouts for (1) Public Meeting
- Minutes, with City review comments, from the (2) milestone review meetings
- Periodic Mentor-Protégé Program Reports

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

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area, sewer customer count, and 12-month water consumption data.

- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT and CITY maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact the proposed design.
- Consultant will conduct evaluation of the tributary area currently being served by each lift station, as well as any areas that may be served by the lift station in the future for build-out of the respective sub-basin.
 - Evaluation will be limited to the immediate sub-basin. Areas outside of the immediate sub-basin are not included in this scope of service for future planning unless specifically identified in this scope of service.
 - Any existing lift stations pumping into the sub-basin for repumping will be considered in the evaluation as existing flows.
- Consultant will determine existing and potential future flows. Future flows to be based on service areas determined in previous item above.
 - The methodology for determining future flows shall be based on Metcalf & Eddy “Wastewater Engineering Treatment and Reuse”, Fourth Edition. Methodology, potential land development, and any other assumptions and findings shall be reviewed with the City before completion of this task.
 - Existing flows to each lift station to be determined by utilizing available pump run times and customer counts, along with existing customer data that the CITY will provide to the Consultant (water consumption if actual wastewater flow data is not available).
- Consultant shall evaluate existing site and equipment for adequate size, condition, O&M history, accessibility, flood protection and compliance with current codes and standards. This should include review of the CITY’s standards for lift stations which includes site layout, size of site and equipment, flood evaluations, controls and communications, electrical, equipment type and requirements such as SCADA and valves, required appurtenances such as water, and other preferred standards such as a common manhole before entering the wet well.
 - Size of wet well and certain equipment and components to be sized for future capacity needs and allow for easy expansion when needed. Once future flow projections are determined, the Consultant is to discuss with

CITY which equipment and components may need to be modified to handle future conditions (such as generators, etc).

- Existing property size shall also be evaluated and compared to the CITY standard. Analysis shall explore reasonable alternatives of rehabilitation and may include alternates up to construction of new facilities. Analysis shall take into account capital costs and O&M costs. The CITY is to provide any available existing information for each lift station site. Examples include: original design details, pump curves, flow data and lift station logs.
- Consultant will meet with CITY maintenance staff to identify any specific ongoing problems at the sites.

220 Alternative Analysis/Rehabilitation Plan

- Upon completion of Task 210, Consultant will proceed with alternative analysis for the identified alternatives.
- Consultant will use utility mapping, county property maps, survey results and data collection to determine possible new site location versus existing site rehabilitation.

230 Preliminary Agency Coordination and Meetings

- Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required. These agencies include:
 - Review requirements for U.S. Army Corps of Engineers permit (wetlands delineation and associated permitting will be considered Additional Services under Task 1100)
 - Lexington County Stormwater NOI and SWPPP
 - South Carolina Department of Health & Environmental Control (SCHDEC) Wastewater Permit and Permit to Operate
 - South Carolina Department of Transportation (SCDOT) encroachment permit, if needed, for existing site

240 Preliminary Utility Coordination and Meetings

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

250 Design Criteria

- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property and easement requirements, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the rehabilitated lift station in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternatives analysis the Consultant will prepare an opinion of probable construction cost for all alternatives considered and update the project schedule.

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft PER/50% complete progress meeting (during a regularly scheduled monthly progress meeting) to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - Consultant will convene a final PER/alternatives analysis meeting (during a regularly scheduled monthly progress meeting) with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.

280 Preliminary Alternative Analysis and Engineering Report

- Consultant is to prepare a single draft PER for all lift station sites and submit to the CITY for review and approval before proceeding to Task 300.
 - The report shall provide a detailed account of each site and a summary of the evaluation above based on existing and future flow conditions and make any recommendations for rehabilitation/replacement.
 - Recommendations to be consistent with potential CMOM regulations to improve reliability, reduce SSOs, increase safety, and reduce maintenance costs at each lift station.

- The report shall contain: relevant environmental features, traffic control plans, existing structure demolition/abandonment, bypass pumping plan, location of critical manhole and a plan to keep the lift stations operational during construction, as needed.
- The report shall include preliminary cost estimates for all alternatives and for the recommended work that will be required at each lift station and a detailed schedule for the recommended work.
- A Technical Review Committee (TRC) meeting will be conducted at the Draft PER/fifty (50%) percent completion of this Task by the Consultant. The meeting should include technical staff experienced with pump station rehabilitation/replacement work, but who are not involved with everyday project execution. The staff should “brainstorm” and review all collected data and assumptions along with all proposed recommendations and make suggestions on possible improvements. The Consultant shall document minutes of this TRC meeting.
- Upon approval by the CITY, Consultant will finalize the report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30% overall project completion review.

290 Task 200 Deliverables

- Agenda and Minutes from the 2 progress review meetings
- Draft and Final Preliminary Engineering Report
- Meeting materials and notes for utility and regulatory agency meetings

TASK 300 – Survey and Utility Mapping

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

310 Wetlands Survey

- This service is not required under this agreement.

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.

- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2007)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying of the proposed design area. All relevant visual or physical features will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Detailed surveying associated with mapping delineated wetland boundaries is not included in this scope of services. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the design area. Consultant's surveyor shall locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features within the design area. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established on the existing and/or proposed project site.
- Locate both horizontally and vertically (where appropriate) within the design area, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, structures (wet wells, valve vaults, panels); location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; all trees of sufficient size that require protection according to applicable sections of Lexington County's current tree ordinance (with identification of size and type); and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Consultant's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The ENGINEER's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum topographic survey and cross sections will include the complete project area and cover the area from the edge of pavement to the limits of a temporary construction easement.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010, or newer, electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

330 Property Research and Easement Exhibits

- In consultation with CITY, once final easement locations are established, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing two (2) easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

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

350 Task 300 Deliverables

- List of property owners along the survey limits for notification
- Easement Exhibits

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will utilize Terracon for geotechnical services to provide subsurface soil conditions at the design area. Up to (1) boring will be performed at each of the

proposed project sites to determine general soil conditions. This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. It is assumed that (1) boring will be to a depth of 30 feet below grade will be performed at each site. A minimum of two borings per each “bore & jack” location will be performed.

- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion drilling
 - Boring location plan
 - Subsurface exploration procedures
 - Encountered soils conditions
 - Subgrade preparation/earthwork recommendations including minimum relative density requirements
 - Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Sub-consultant will obtain all SCDOT and CITY permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering results included in PER.

TASK 500 – Final Design

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

- Consultant will coordinate final design with the requirements of any roadway encroachment permits, if necessary.

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the construction/rehabilitation of the lift station adjacent to or crossing existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 1:40 (horizontal) and 1:4 (vertical) scale.
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.
 - Relevant environmental features.
 - Traffic control plans.
 - Lift station rehabilitation/layout plan sheets, including electrical and SCADA components to meet CITY standards.
 - Existing equipment/structure/pipe demolition/abandonment as needed.
 - By-pass pumping plan as needed.
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications

(Divisions 01 – 16), bid quantities, measurement and payment items and special provisions.

- Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet as necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - Lexington County – Storm Water
 - South Carolina Department of Transportation
- In addition to regulatory agencies, the Consultant will coordinate with South Carolina Electric & Gas to identify and address issues impacting design and construction scheduling.

550 Opinion of Probable Construction Cost and Schedule

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

560 Design Reviews

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

- Drawings and a list of Specifications to be submitted at sixty (60%) percent. During the sixty (60%) percent review, the plans will be reviewed for biddability, operability, accessibility and constructability. Hydraulic calculations shall be submitted at this time.
- Drawings, a complete set of Specifications and a cost estimate shall be submitted at ninety (90%) percent for review and comment.
- The Consultant will compile comments received and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment.
- Upon approval by the CITY, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

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

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Lexington County Tax Map information in identifying property owners and will research Lexington County records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.

- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to task 330 above.

620 Permits

- Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) and SWPPP Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Lexington County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia prior to submitting to Lexington County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY and Lexington County.
- Wetlands Permit: This scope does not include wetland permits.
- Roadway Encroachment Permits: Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Lexington County and/or the SCDOT, if required; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- Railroad Permits: This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.
- Consultant will prepare and submit any additional permit applications, including but not limited to a building permit, if applicable.
 - Any hazardous material removal permits to be the responsibility of the Contractor.
 - It is assumed that there will be no submittals made to area Architectural Review Boards as minimal structures are anticipated.

- Scope shall include coordination and approval from any local review boards and planning commissions.

650 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$4,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$350
 - Stormwater Permit and Inspection Fees - \$3,000
 - SCDOT Encroachment Permit - \$150
 - Other - \$500
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFIs), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

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

730 Conformed Documents

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

740 Task 700 Deliverables

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

TASK 800 – Engineering Services During Construction

810 General Administration of Construction Contract

- This scope assumes the Wexford and Windsong Lift Stations will be rehabbed and connected to existing gravity sewer and tied to the existing force main. No gravity sewer or force main condition assessment will be required as a part of this scope. After award of the construction contract, Consultant will assist the CITY with the contract administration and provide periodic observation of the construction work. It is anticipated that the construction period for the lift station project will be 12 months (365 days) for substantial completion and 1-month (30) days for completion with construction duration of 395 days. An increase in the construction schedule may require an amendment to authorize additional construction services. A Gantt Chart schedule is attached in Exhibit C showing the projected number of “working months” to complete the project.
- Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services, Consultant shall not supervise, direct or have control over Contractor’s work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor’s, or for any failure of the Contractor’s compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor’s.
- Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the CITY and act as its representative during the construction period. Consultant will provide contract administration and general services required for the Project, including:

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

820 Submittal & Pay Application Review

- Shop Drawing Review: Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data that the Contractor is required to submit for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be

assembled by the Contractor in accordance with the Contract Documents, and transmit them to the CITY with written comments.

- Request for Information (RFI): Consultant will review and respond to Contractor's RFIs as they relate to the contract requirements.
- Preparation of Design Clarifications: A necessary part of any construction project is the preparation of design clarifications and other routine supplementary information. This work will be performed by the Consultant and reviewed with the CITY. Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Testing Results: Consultant will review testing results of test required by Contractor for contract compliance and comment on any results that appear to be out of compliance.
- Review of Applications for Payment: Based on on-site observations and review of the applications for payment with the accompanying data and schedules, Consultant will review the amounts payable to Contractor on a monthly basis. Consultant will then forward applications for payment to the CITY for payments due to Contractor.

830 Change Management

- Change Orders and Time Extensions: Consultant will provide services in connection with change orders (up to three (3) change orders) to the Construction Contract to reflect minor changes or deletions requested by the CITY Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the CITY, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the CITY or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840 Completion Monitoring & Documentation

- Quality Assurance Testing: Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs.

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

850 Periodic Construction Observation

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:
 - This scope includes site visits for 12 months (52-weeks) by the Project Engineer and 12 months (52-weeks) by the field representative at four (4) hours per week each for the first three (3) months, eight (8) hours per week each for the middle six (6) months, and four (4) hours per week each for the final three (3) months. If additional site visits are required, this contract will be amended to provide such additional services. Total hours budgeted for this task is 624.
 - A construction observation report will be filled out for each visit and submitted to the CITY on a monthly basis along with the monthly progress report for the project.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services.

TASK 1000 – Project Closeout

1010 Record Drawings

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

1020 Punch List and Final Inspection

- See Task 840 above.

1030 O&M Submittals

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- Consultant to develop and organize an O&M manual for each lift station, and work closely with CITY in developing a preventive maintenance checklist and recommended spare parts inventory. O&M Manuals to be provided in electronic and hardcopy. Training and O&M needs will be addressed in the bid documents and include an electronic video of the training provided to the CITY. Training attendance to be logged, and training provided by a certified equipment manufacturer's representative with a written agenda.

1040 Digital Information Submittals

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

1050 Final Notice of Acceptability of the Work

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

TASK 1100 – Additional Services

1110 General Task

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

- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Wetlands Delineation/permitting, Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance of \$25,000 is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

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

The CITY agrees to perform the following:

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

EXHIBIT B

COMPENSATION

City of Columbia CIP # SS7435 Wexford and Windsong Lift Stations Evaluation and Rehabilitation Project

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$418,950.00.

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

Task	Description	Unit*	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Total New Contract Amount
100	Evaluation and Design Phase Administration	LS	\$ 43,880	\$ 5,000.00	\$ 48,880.00
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	LS	\$ 57,440.00	\$ 15,000.00	\$ 72,440.00
300	Survey and Utility Mapping	LS	\$ 6,610.00	\$ 11,000.00	\$ 17,610.00
400	Geotechnical Investigation	LS	\$ 600.00	\$ 6,000.00	\$ 6,600.00
500	Final Design	LS	\$ 89,510.00	\$ 25,000.00	\$ 114,510.00
600	Permits and Property	LS	\$ 2,300.00	\$ 6,600.00	\$ 8,900.00
650	Permit Fees	EX	\$ 440.00	\$ 4,400.00	\$ 4,840.00
700	Bidding and Award	LS	\$ 12,200.00	\$ 0.00	\$ 12,200.00
800	Engineering Services During Construction	HR	\$ 89,970.00	\$ 10,000.00	\$ 99,970.00
900	Not Included	-	\$ 0	\$ 0	\$ 0
1000	Project Closeout	LS	\$ 8,000.00	\$ 0.00	\$ 8,000.00
1100	Additional Services	HR	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00
	Total Contract		\$ 330,950.00	\$ 88,000.00	\$ 418,950.00
Percentage of Contract to Protégé				21%	

Note:

*LS = Lump Sum

*HR = Hourly Time Plus Expenses

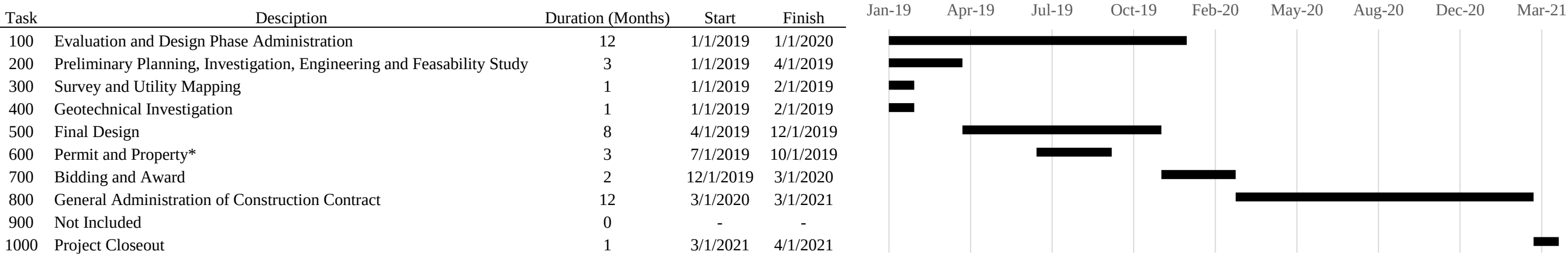
*EX = Expenses

EXHIBIT C

SCHEDULE

City of Columbia
CIP # SS7435

WEXFORD AND WINDSONG LIFT STATIONS EVALUATION AND
REHABILITATION PROJECT



* Does not include time for easement acquisitions

EXHIBIT D

SUBCONSULTANT FIRM INFORMATION RECORDS

City of Columbia
CIP # SS7435

WEXFORD AND WINDSONG LIFT STATIONS EVALUATION AND REHABILITATION PROJECT

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

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Carper Civil Consulting 1201 Main St, Ste 1845 Columbia, SC 29201	Lauren Carper 843.566.2317	PROTÉGÉ WBE	Engineering Design	\$88,000

*Estimated fee; fee may vary based on actual services provided.

Please clearly note the Protégé Firm in the “Group” Column.
Add additional rows as needed.



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: October 9, 2018 Project Number: SS7435
Mentor: Weston & Sampson Engineers, Inc. Project Name: Wexford & Windsong Lift Sta.
Protégé: Carper Civil Consulting, LLC Duration of the Project: 27 MONTHS
Project Contract Amount: \$418,950 Protégé Amount: \$88,000

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.

Carper Civil Consulting (CCC) has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Wexford and Windsong Lift Station Evaluation and Rehabilitation project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

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.*

Project Tasks have been allocated to support participation to meet utilization goals. WSE will utilize CCC as an extension of staff and will provide the same daily support, communication, training, work planning, and weekly safety training to ensure successful completion. WSE and CCC will work together closely on all aspects where service is provided through a Work Order for the project. WSE will also work with CCC to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CCC's confidence with the City of Columbia and lead to additional opportunities.

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.*

WSE will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CCC's business. Opportunities for growth will be explored through assisting with business development practices.



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:

Bill Davis - Senior Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Lauren Carper - Principal of Carper Civil Consulting (CCC) and other employees as future needs arise

Subcontractors:

Special Arrangements:

CCC will engage subconsultants for survey, electrical, and geotechnical support under the guidance of WSE

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

a. Description of Mentor's responsibilities:

Project Management, Engineering Design, Permitting Services, Bidding Services, Construction Administration

b. Description of Protégé's responsibilities on project:

Engineering Design and management of subconsultants

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

Project Management, Engineering Design, and Construction Services

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

Evaluation and Design Phases - 12 months; Construction Phase - 12 months. CCC will be primarily utilized during the Evaluation Phase and Design Phases of the project.



CITY OF COLUMBIA

Department of Utilities and Engineering
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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting

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

To complete project tasks on schedule and within budget

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

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete reports

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

CCC will submit a monthly invoice to WSE. WSE will include the invoice on their next monthly invoice to the City.
CCC will be paid within 10 business days of City payment to WSE



CITY OF COLUMBIA

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Construction Support Services	803.776.9909	P.O. Box 90408 Columbia, SC 29290	Carper Civil Consulting(Protégé)	\$,16,000	SBE, MBE	3.8%
Howard Engineering	864.836.0440	5 River Ridge Rd Marietta, SC 29661	Carper Civil Consulting(Protégé)	\$10,920	WBE	2.6%
Terracon	803.741.9000	521 Clemson Rd Columbia, SC 29229	Carper Civil Consulting(Protégé)	\$7,400	None	1.8%

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: \$88,000
 Percentage of Contract: 21% (Minimum of 20% of total contract amount is required)



We Are 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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Weston & Sampson (Mentor Firm) this 9 day of October, 2018.
Corporate SEAL

By: William H. Davis
Title: Sr. Project Manager



ATTEST:
By: Rachel Uetrecht
Title: Engineer I

EXECUTED by Carper Civil Consult. (Protégé Firm) this 9 day of October, 2018.
Corporate SEAL
By: Lauren Carper
Title: Principal



ATTEST:
By: Jeff Carper 843-881-9804
Title: 2018.10.09 15:46:35-04'00'

RECOMMENDED FOR APPROVAL:

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

By: Juliet Kelley
Title: Compliance Specialist

Invoicing Procedure: Exhibit F

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

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

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

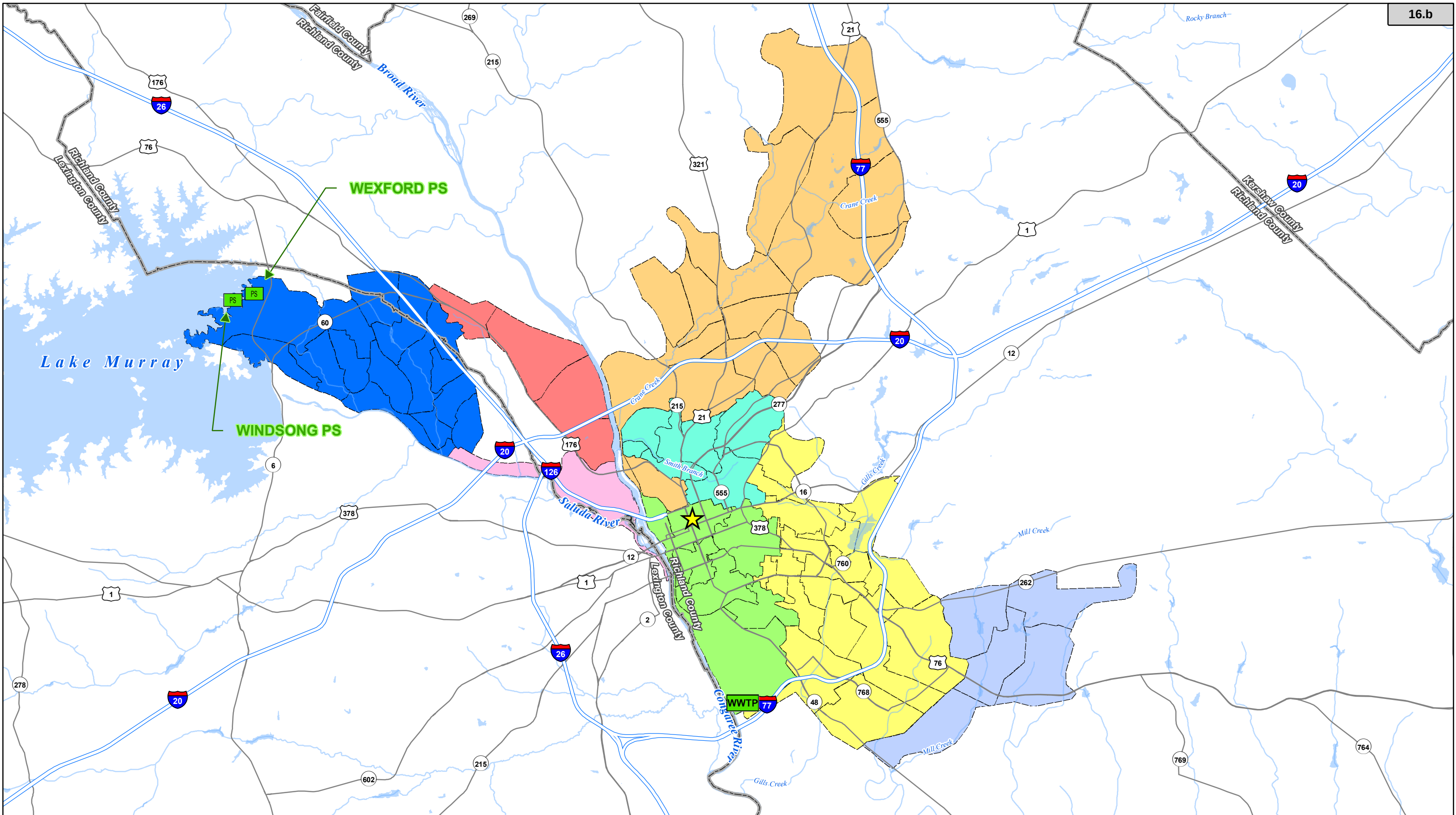
Signature

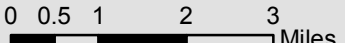
Print Name

Date: _____

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

Notary Public



Clean Water 2020 Columbia's Clear Vision For Clean Water  We Are Columbia PCR: 7/17/2018 CW2020 Master/Production Maps/Project/Location Maps/CIP/SS7435	Basin Boundary <table border="0"> <tr> <td> City Hall</td> <td> Broad River</td> <td> Mill Creek</td> <td> Smith Branch</td> </tr> <tr> <td> Metro WWTP</td> <td> Crane Creek</td> <td> Rocky Branch</td> <td> West Columbia</td> </tr> <tr> <td> Sewer Pump Station</td> <td> Gills Creek</td> <td> Saluda River</td> <td></td> </tr> </table>	 City Hall	 Broad River	 Mill Creek	 Smith Branch	 Metro WWTP	 Crane Creek	 Rocky Branch	 West Columbia	 Sewer Pump Station	 Gills Creek	 Saluda River		 1 inch = 2 miles 	SS7435 Wexford & Windsong Lift Stations Evaluations Rehabilitation Project Location Map Figure 1: Pump Station Location Map Packet Pg. 100 Prepared For: UEL
 City Hall	 Broad River	 Mill Creek	 Smith Branch												
 Metro WWTP	 Crane Creek	 Rocky Branch	 West Columbia												
 Sewer Pump Station	 Gills Creek	 Saluda River													



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to Rescind the Award to L-J, Inc., for Project #SD8389; Devils Ditch Joint Maintenance Services in an amount not to exceed \$567,889.85, as requested by Columbia Water and approved by Council on October 16, 2018.

REQUISITION NO.: R190446

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$567,889.85

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

After Council's approval but prior to performance or issuance of the Notice to Proceed and purchase order, Columbia Water discovered that the specifications and requirements had changed. Subsequently, a cancellation notice was issued and a revised solicitation (RE-BID) was released. Prior to the issuance of a new contract and award, the Department of Procurement and Contracts respectfully requests that Council rescind its previous action.

ATTACHMENTS:

- **#a:** Council Approval Memo (DOC)



We Are Columbia

MEETING DATE: October 16, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project #SD8389; Devils Ditch Joint Maintenance Services, as requested by Columbia Water. Award to L-J, Inc., in an amount not to exceed \$567,889.85. This firm is located in Cayce, SC.

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

REQUISITION NO.: R190446

FINANCIAL IMPACT: Funding Source: Fiscal 2018/2019; 5549999-658650. The original budgeted amount is \$567,889.85.

ORIGINAL BUDGET: \$567,889.85

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

This is a Columbia Disadvantaged Business Enterprise (CDBE) project with a CDBE requirement of 15%.

There were four (4) responsive and responsible bids received for this project.

The total construction time allocated for this project is one hundred eighty (180) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$ 516,263.50
Contingency 10%	\$ 51,626.35
Total (Not to Exceed)	\$ 567,889.85

ATTACHMENTS:

- Compliance Memo (PDF)
- Engineer Recommendation (MSG)
- Business Information Record (PDF)
- OBO-S8390 - CDBE Project Form (PDF)
- Bid Tabulation for Bid 004-18-19-LAG (PDF)
- Contract (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Edward H. McDowell, Councilman - District II
SECONDER:	Howard E. Duvall, Councilman - At Large
AYES:	Benjamin, Davis, Duvall, McDowell, Rickenmann
ABSENT:	Tameika Isaac Devine, Moe Baddourah



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

PURPOSE: First reading approval was given on December 18, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-073 easement to SCE&G CPD Firing Range Shop Road (PDF)

HISTORY:

12/18/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE 2018-073

Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS#13609-01-01 and TMS#13609-02-01 to serve the Columbia Police Department Firing Range (Columbia Industrial Park); Shop Road & Interstate 77; CF#250-461

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement along the subject City-owned properties for the installation of electric utilities to serve the Columbia Police Firing Range at Shop Road and Interstate 77; and,

WHEREAS, the plans for the overhead electric utilities, underground transformer and appurtenances have been reviewed and approved by the Department of Engineering and there are no conflicts with existing nor planned City utilities; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____ 2018, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to SOUTH CAROLINA ELECTRIC & GAS COMPANY for ingress, egress, installation and maintenance of overhead electric utilities, underground transformer and appurtenances along the subject properties.

The referenced easement is shown on a drawing prepared for "Columbia Police Department Firing Range", sheet 1 of 1, Drawing #D-83088, and being on file in the office of the Department of Engineering under file reference #250-461. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

Requested by:

Assistant City Manager Shealy

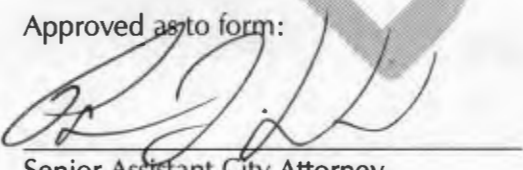
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



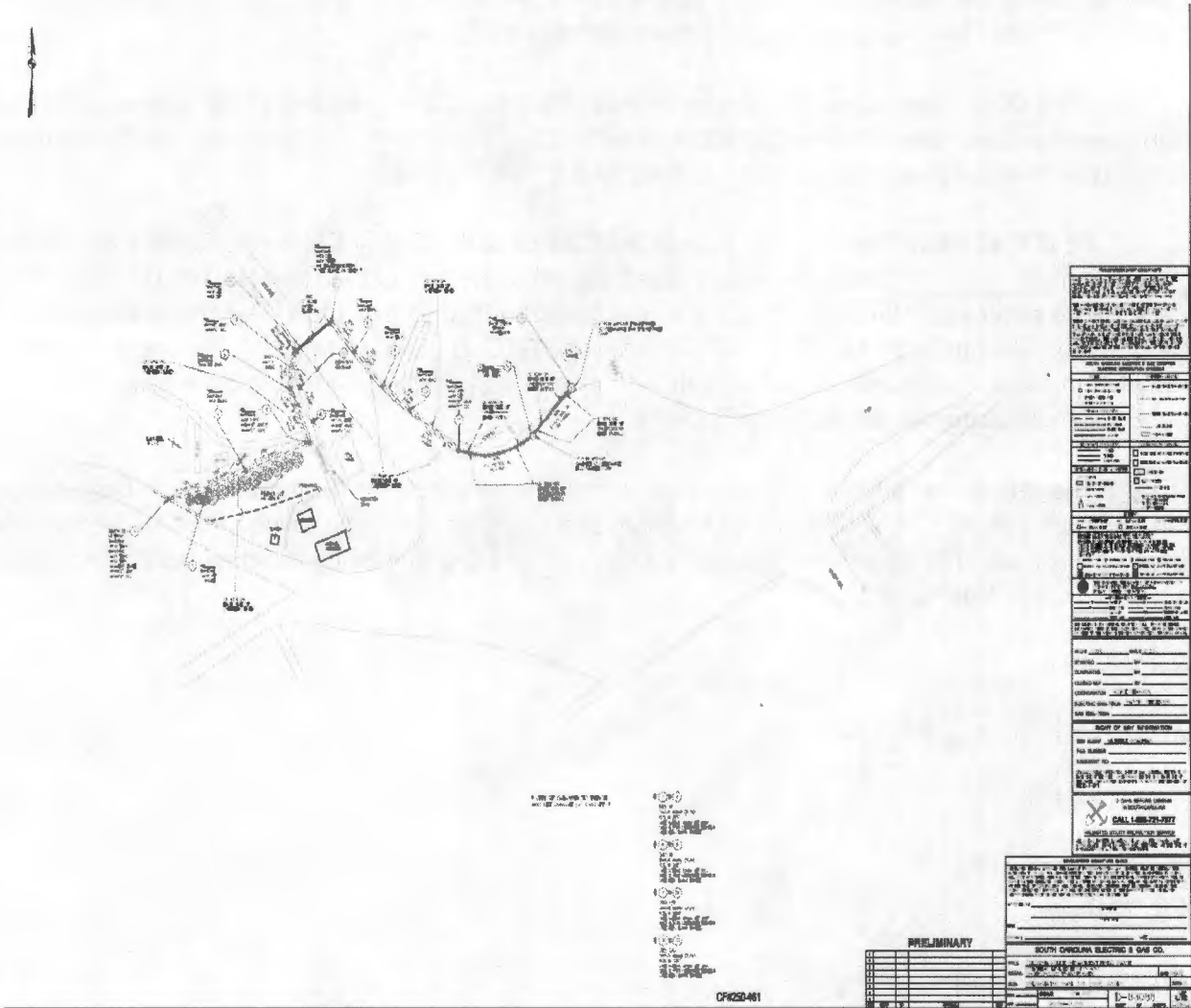
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2018-073
EXHIBIT "A"
SCE&G DRAWING #D-83088
PROJECT NAME: COLUMBIA POLICE DEPARTMENT FIRING RANGE
CF#250-461





We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-074 - Granting an Easement to South Carolina Electric and Gas Company (SCE&G) along a portion of City-owned property identified as Richland County TMS #11501-01-13 for Townpark at Bull Street Development; CF #250-426

PURPOSE: First reading approval was given on December 18, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-074 easement to SCE&G Townpark at Bull Street (PDF)

HISTORY:

12/18/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE 2018-074

*Granting an Easement to South Carolina Electric and Gas Company (SCE&G)
Along a Portion of City-Owned Property Identified as Richland County TMS#11501-01-13
for Townpark at Bull Street Development; CF#250-426*

WHEREAS, South Carolina Electric & Gas Company (SCE&G) has made a request for an easement along the subject City-owned property for construction of electric lines and natural gas lines for Townpark in the Bull Street Development; and

WHEREAS, the plans for the new electric lines and natural gas lines have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018, for and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **SOUTH CAROLINA ELECTRIC & GAS COMPANY** for ingress, egress, installation and maintenance of electric lines, natural gas lines and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for "Town Park at Bull Street", electric drawing sheet 1 of 1, dated September 27, 2017, Project #D-82689 and gas construction drawing sheet 1 of 1, dated October 3, 2017, and being on file in the office of the Department of Engineering under City file reference #250-426. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

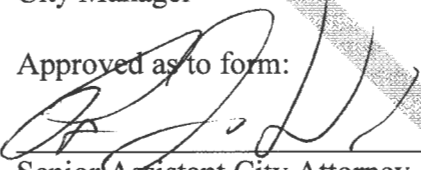
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced
Final Reading

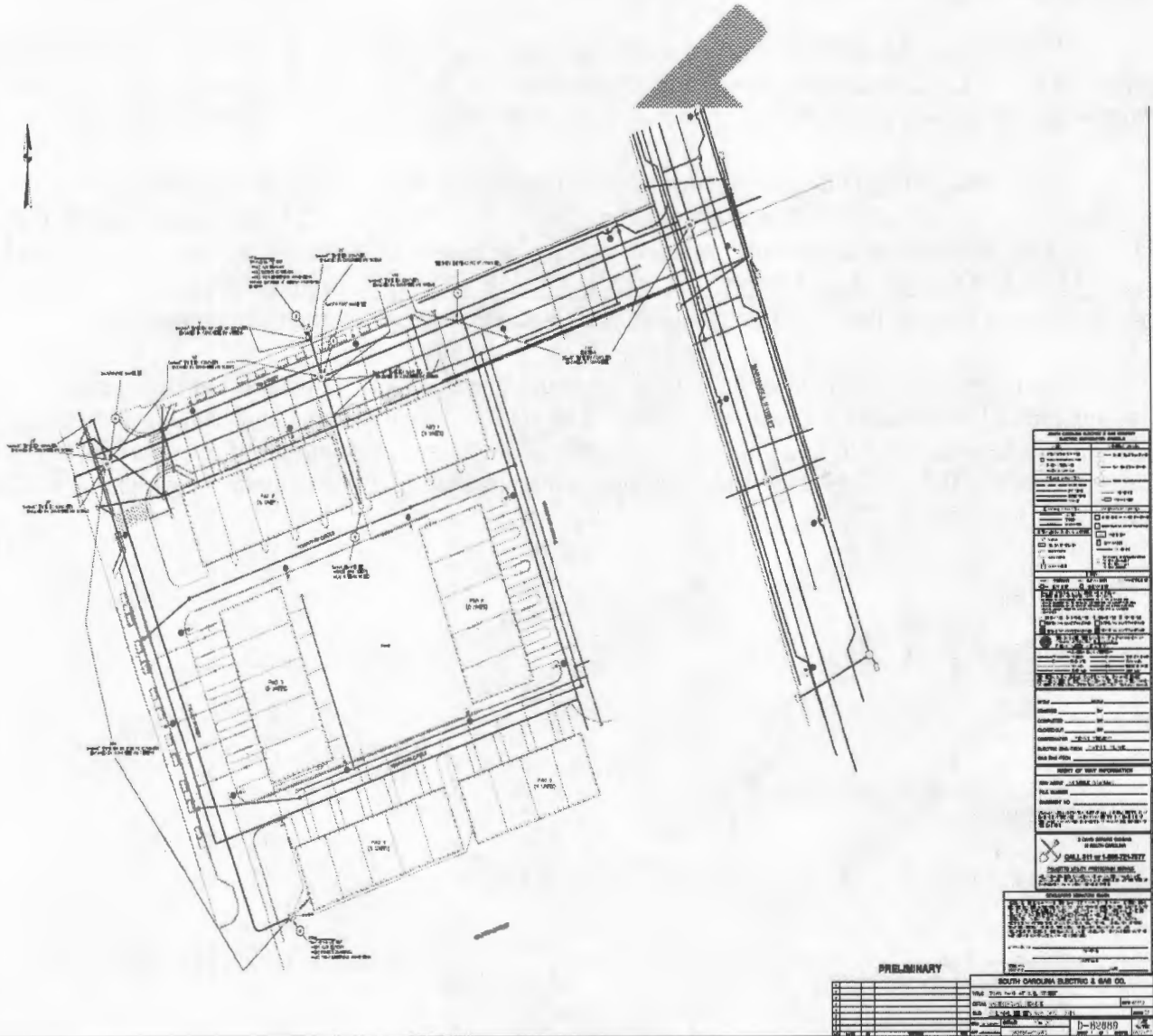
ORDINANCE NO.: 2018-074

EXHIBIT "A"

SCE&G EASEMENT #896225

PROJECT NAME: UNDERGROUND ELECTRIC LINES AND NATURAL GAS LINES FOR TOWN PARK AT BULL STREET

CF#250-426

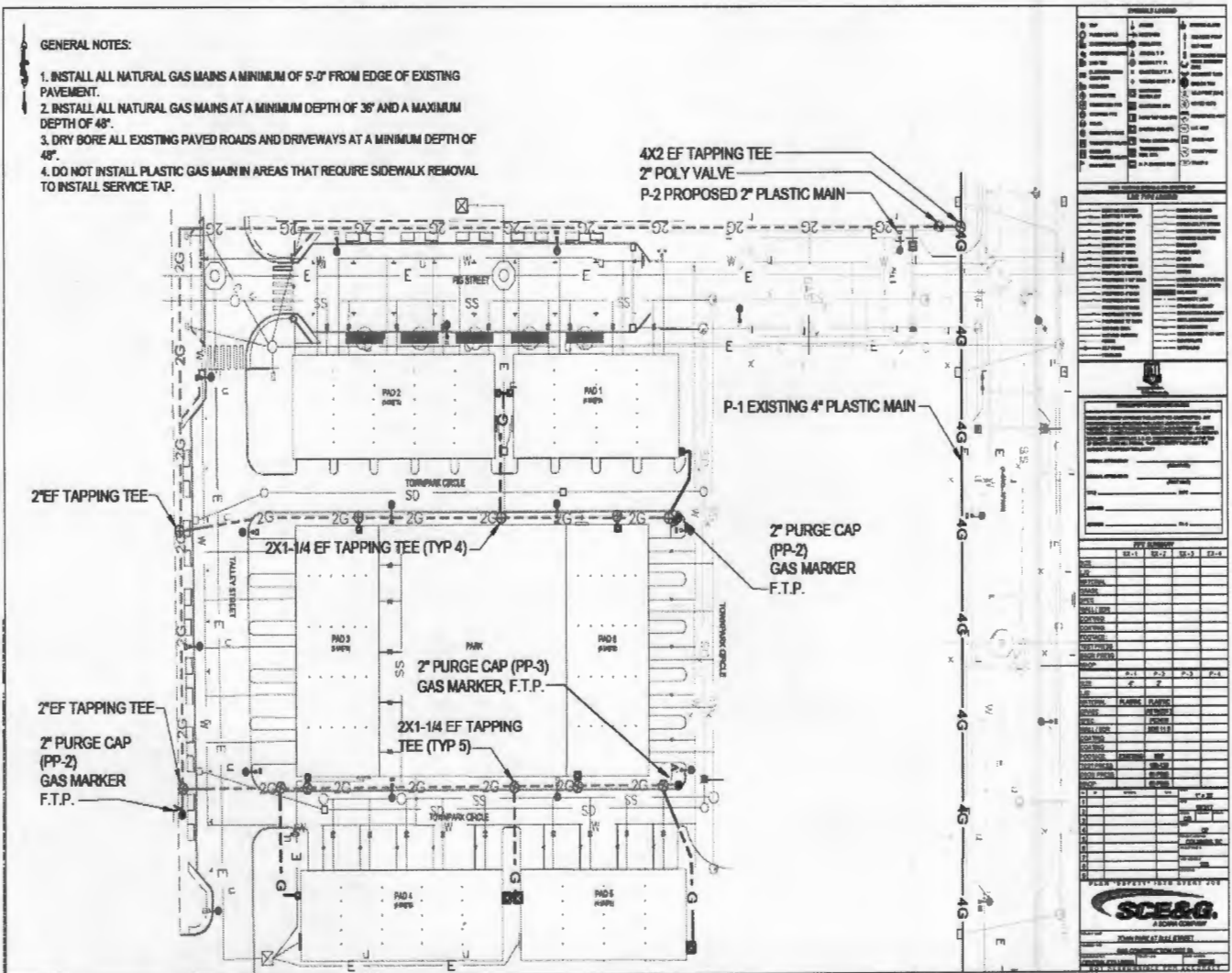


Last revised: 11/26/2018
 18002825

EXHIBIT "A"

PROJECT NAME: UNDERGROUND ELECTRIC LINES AND NATURAL GAS LINES FOR TOWN PARK AT BULL STREET

CF#250-426



Last revised: 11/26/2018
18002825



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2018-077 - Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

PURPOSE: First reading approval was given on December 18, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** 2018-077 encroach Washington Street LLC, KC Udani 911 Washington (PDF)

HISTORY:

12/18/18

Columbia City Council

APPROVED ON FIRST READING

ORDINANCE NO.: 2018-077

Granting an encroachment to Washington Street LLC, KC Udani for installation and maintenance of sidewalks, driveways, landscaping and irrigation within the right of way areas of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18

WHEREAS, Washington Street, LLC, KC Udani (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18 for installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length and six (6') feet in width; a brick paver walkway approximately twenty-two (23') feet in length and three (3) feet in width; a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width; a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width; a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the right of way area of the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS #09013-02-18 for installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length and six (6') feet in width; a brick paver walkway approximately twenty-two (23') feet in length and three (3) feet in width; a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width; a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width; a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.

Last revised: 11/29/2018
18002862

LEGAL DEPARTMENT DRAFT

- 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services.
- 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

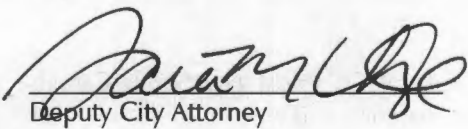
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-077**



**900 BLOCK OF WASHINGTON STREET AND 1400 BLOCK OF LINCOLN STREET
ADJACENT TO 911 WASHINGTON STREET
SIDEWALKS, DRIVEWAYS, LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to the 900 block of Washington Street and the 1400 block of Lincoln Street adjacent to 911 Washington Street, TMS#09013-02-18
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, landscaping and irrigation
Applicant:	Washington Street LLC, KC Udani
Staff Recommendation:	Approval

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately five hundred twenty-seven (527') feet in length six (6') feet in width, brick pavers walkway approximately twenty-two (23') feet in length three (3) feet in width, a driveway approximately twenty-six (26') feet in length and thirty-four (34') feet in width, a driveway approximately eighteen (18') feet in length and twenty-four (24') feet in width, a handicap accessible ramp approximately twenty (20') feet in length and three (3') feet in width, landscaping and irrigation, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
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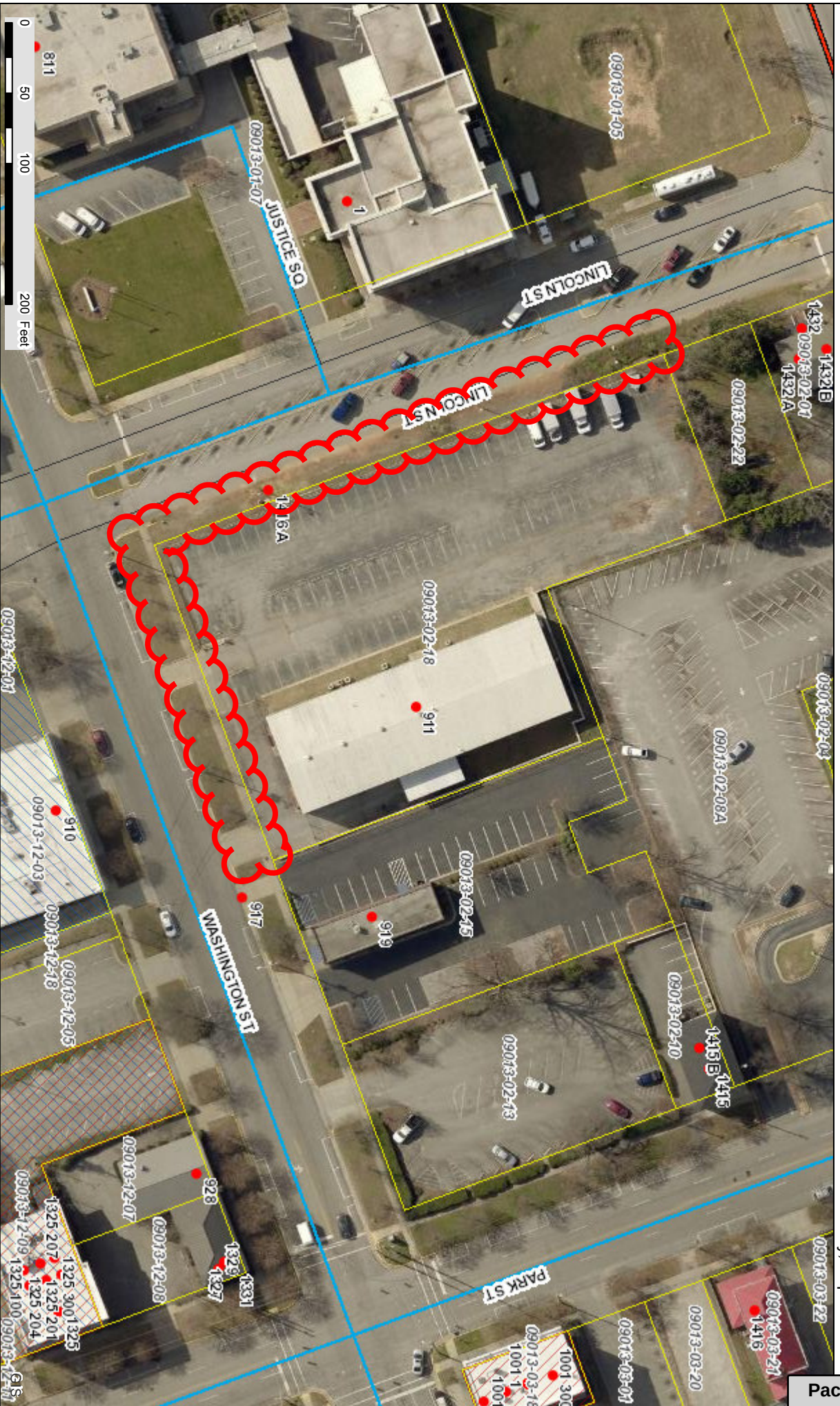
CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

911 Washington Street - ROW Improvements

Wednesday, September 12



CITY OF COLUMBIA GIS DATA DISCLAIMER



The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

LD-2018-0044 20.a

LDP-2018-0047

911 Washington Street

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, etc.), an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinance includes: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; etc. Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, including the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8 1/2 x 11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29201, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 8/22/18 Property Owner: Washington Street LLC
Business Name/Applicant's Name if different than owner: KC Udani
Contact Information: Telephone Number: 803-439-8019 Fax Number: _____
Mailing address: 124 Sir Edwards Lane, Lexington, SC 29072 E-mail address: kudani@swamihotelgroup.com
Business Name/Development Name for Encroachment: _____

Encroachment type: ☒ Wall ☐ Fence ☐ Columns ☒ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: Handicap ramp

Dimensions (height/width/length): See attached plans
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: See attached plans

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Staller
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

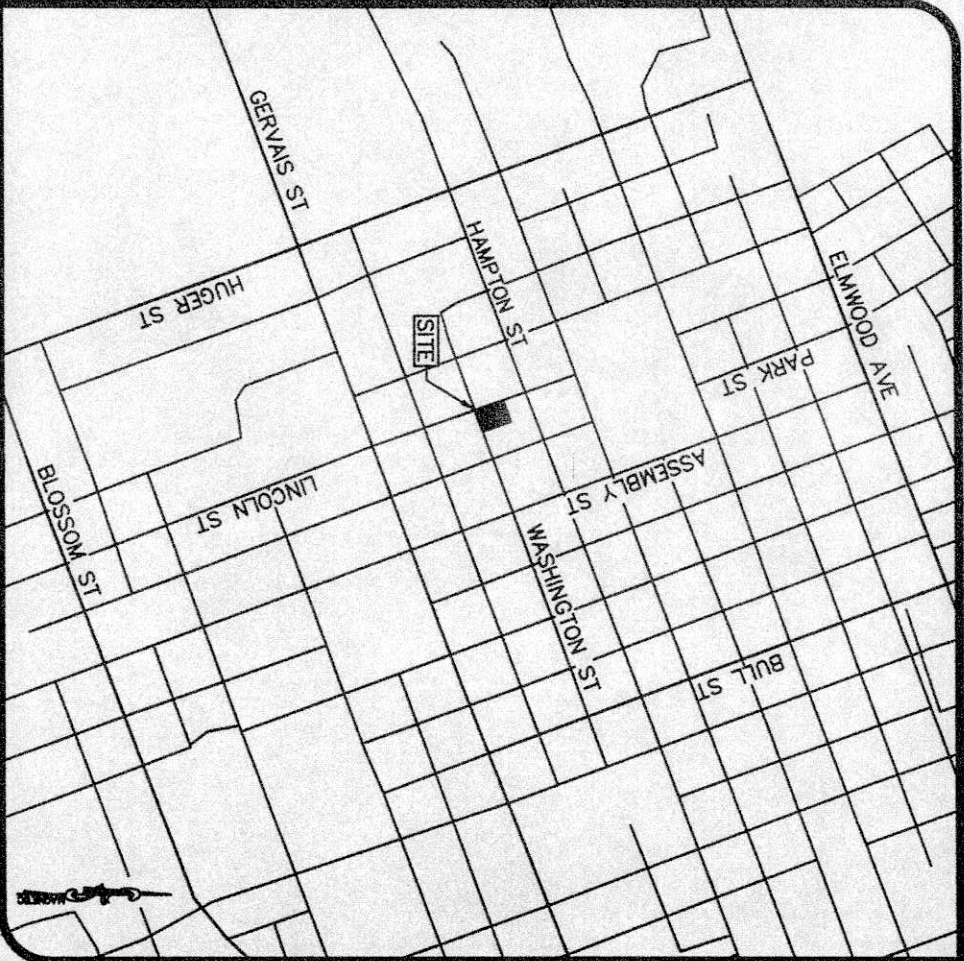
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803-545-3736
803-545-3070

FAX

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803-733-8648
803-545-3785
803-733-8648
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

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jlthompson@columbiasc.net
zpkay@columbiasc.net
aemoore@columbiasc.net
lsstaller@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdkdscott@columbiasc.net
lsmatney@columbiasc.net



RECOMMENDED MINIMUM GRASSING SPECIFICATIONS

1. SUMMER FERTILIZATION: 1000 LBS. OF 10-10-10 PER ACRE
- PERMANENT COVER: BAHIA GRASS
- 40 LBS. PER ACRE ALONE
 - 20 LBS. PER ACRE MIXTURE
 - 8 LBS. PER ACRE ALONE
 - 4 LBS. PER ACRE MIXTURE
- BERNARDIA SPRINGS
- 100 LBS. PER ACRE BROADCAST
 - 40 LBS. PER ACRE ALONE MIXTURES
 - 2 LBS. PER ACRE PLANT IN MIX. UREES ONLY
- LOFGRASS: WEETING
- TEMPORARY SUMMER COVER: ESPERDEZA, ANNUAL
- 7 LBS. PER ACRE IN MIXTURE
 - (DO NOT PLANT ON SANDY SOILS)
 - 40 LBS. PER ACRE ALONE MIXTURES
 - 20 LBS. PER ACRE IN MIXTURES
- BROWN TOP MULLET

2. WINTER:
- A. WINTER PERMANENT:
- 1) TALL MEADOW FESCUE, 40 LBS. PER ACRE FROM SEPT. 1 TO APRIL 15. ONLY ON FERTILE SANDY CLAY OR CLAY SOILS
 - 2) BERMUDA GRASS, 40 LBS. PER ACRE FROM SEPT. 1 TO APRIL 15. ONLY ON COVER AND THEN SEED TO A PERMANENT SUMMER COVER
- B. WINTER TEMPORARY: SEPT. 1 TO MAY 1
- RYE GRASS
 - 60 LBS. PER ACRE ALONE
 - 20 LBS. PER ACRE IN MIXTURES
 - 4 LBS. PER ACRE ALONE MIXTURE
 - 1-1/2 LBS. PER ACRE ALONE
 - 1 LB. PER ACRE IN MIXTURE
- OATS SEPT. 1 TO MAR. 1

OTHER PLANTINGS OR SEEDING AS CONTAINED IN THE CRITICAL AREA STABILIZATION SECTION OF SSC HANDBOOK. TENSION AND SEDIMENT CONTROL IN DEVELOPING AREAS MAY BE USED PROVIDED ALL APPLICABLE SPECIFICATIONS CONTAINED IN SSC HANDBOOK ARE COMPLIED WITH.

SITE TREE DENSITY

REQUIRED DENSITY FACTOR (RDF): BASIS

TOTAL SITE AREA: 1.21 AC.

DENSITY FACTOR x 20 RDF/ACRE = 36.3

RDF NEEDED FOR SITE = 36.3

RDF NEEDED FOR SITE = 24 TREES (1.5 DF/3 TREE)

PROPOSED TREE AND PLANT SCHEDULE

SYMBOL	NUMBER	SPECIES	HEIGHT	SIZE	SPACING	DFS
○	11 EA.	PIN OAK	10'	3" CAL. 10' MIN. HGT.	AS SHOWN	15
⊗	13 EA.	LAUREL OAK	10'	3" CAL. 10' MIN. HGT.	AS SHOWN	22.5
*	10 EA.	DWARF YAU-PON HOLLY	18"	3 GAL. MIN.	3' O.C.	N/A

TOTAL DFS = 37.5

NOTE: ALL DISTURBED AREAS NOT COVERED WITH BUILDING PAVEMENT, PLANTING BED, OR SOD ARE TO BE HYDROSEEDING.

NOTE: ALL PLANT MATERIAL TO BE MECHANICALLY IRRIGATED. CONTRACTOR TO INSTALL.

REQUIREMENTS FOR VEHICULAR AREAS

VEHICULAR PARKING AREA:	23,829 SF
TREE BAGS:	1 PER 3200 SF
TREES REQUIRED:	8

STREET PROTECTIVE YARDS

ONLY APPLIES TO VEHICULAR AREAS IN DD DISTRICT

MINIMUM WIDTH: 5'

AVERAGE WIDTH: 10'

TREE REQUIREMENT: 1 TREE PER 40' WITH THE ADJACENT 2.5' MASONRY WALL. THE WIDTHS REDUCED BY HALF. SHRUBS ARE REDUCED BY 2/3

OWNER: WASHINGTON STREET LLC

124 SIR EDWARDS LANE

LEXINGTON, SC 29072

CONTACT: KC UDANI

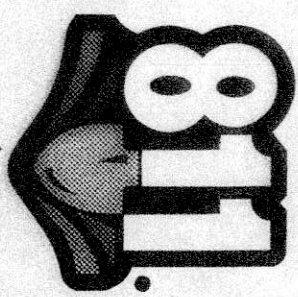
PH: 803-439-8019

kudani@swminotegrp.com

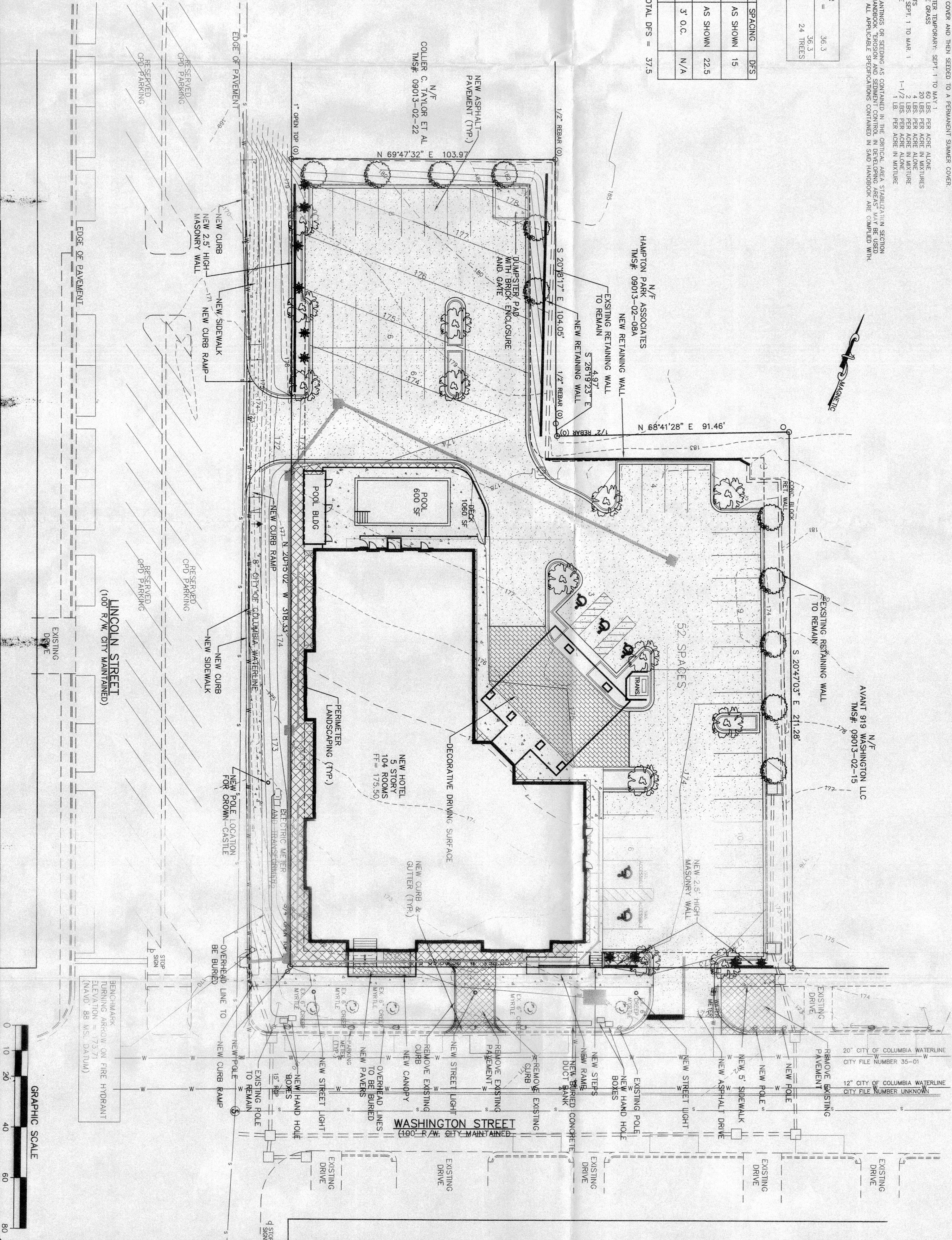
TMS# 09013-02-18

TOTAL AREA: 1.21 AC.

DISTURBED AREA: 1.15 AC.



Know what's below.
Call before you dig.



MB Engineering

SITE DEVELOPMENT CONSULTANTS

720 OLD CHEROKEE ROAD

LEXINGTON, SC 29072

803-957-7027 FAX 877-728-0808

NEW HOTEL
911 WASHINGTON ST
CITY OF COLUMBIA
SOUTH CAROLINA

No.	Date	Revision

Drawn By:	TB	Scale:
Designed By:	TB	
Checked By:	TB	
Scale:	1"=20'	
Project No.	17189	Sheet No.
Date:	5/21/2018	Drawing No.

Sheet Title: LANDSCAPE PLAN

L1



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-079 - Authorizing consumption of beer and wine beverages only at Outfest Columbia in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 1, 2019

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-079 Outfest (June 1 2019) (PDF)

RESOLUTION NO.: R-2018-079

*Authorizing consumption of beer and wine beverages only at Outfest Columbia
in the 1100 block of Park Street between Gervais Street and Senate Street on Saturday, June 1, 2019*

WHEREAS, SC Pride ("Sponsor") is sponsoring Outfest Columbia a SC Pride Fundraiser in the 1100 block of Park Street between Gervais Street and Senate Street from 2:00 p.m. until 10:00 p.m. on Saturday, June 1, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1100 block of Park Street between Gervais Street and Senate Street from 11:00 a.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held from 2:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 2:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. and 9:30 p.m. on Saturday, June 1, 2019; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1100 block

of Park Street between Gervais Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 block of Park Street between Gervais Street and Senate Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, June 1, 2019, 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:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



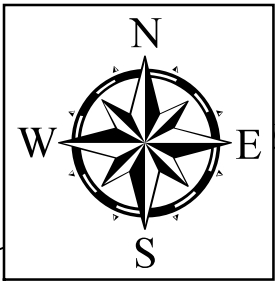
Deputy City Attorney

ATTEST:

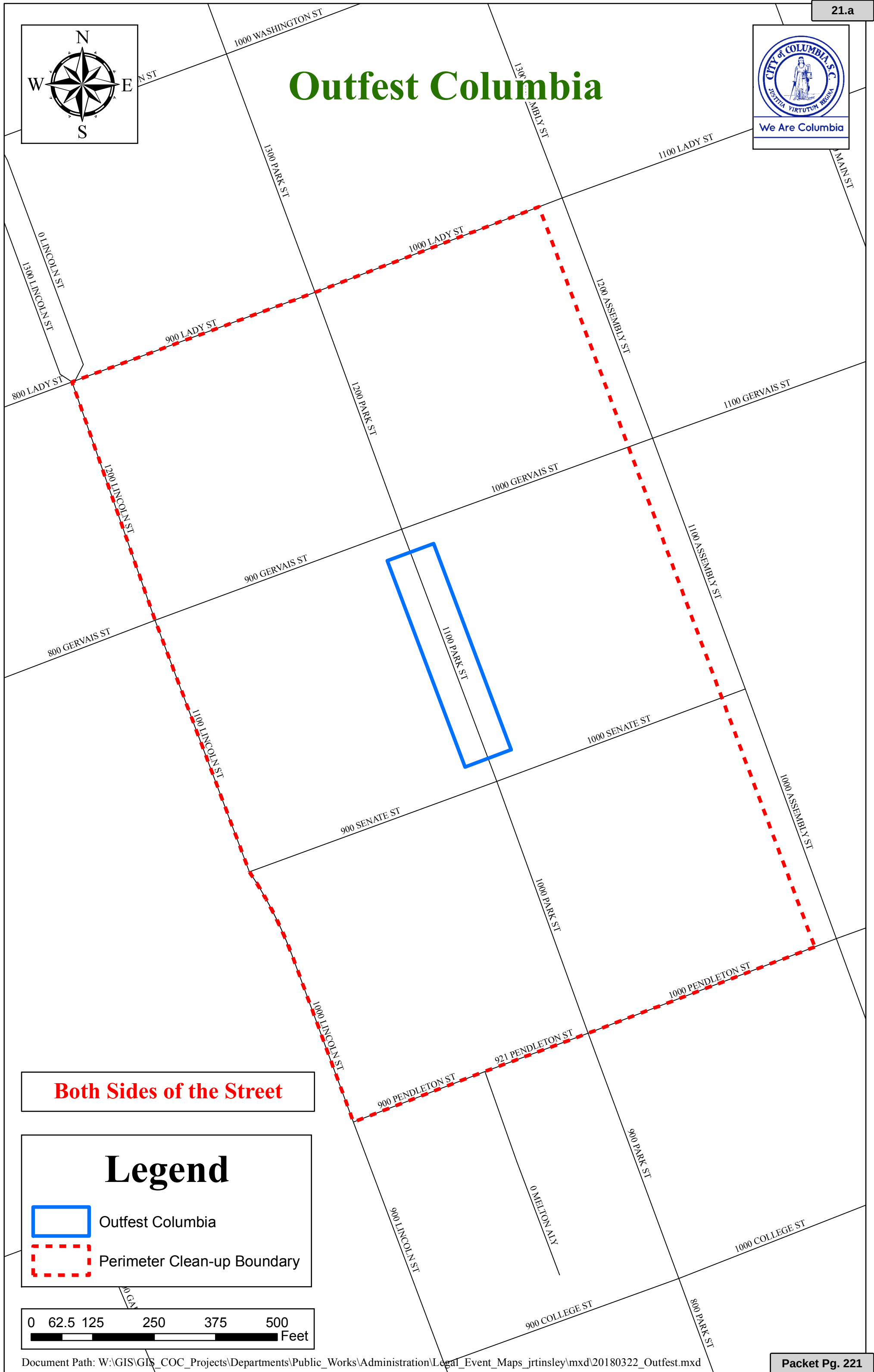
City Clerk

Introduced:

Final Reading:



Outfest Columbia





We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-080 - Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2019 on Main Street on Friday October 4, 2019 and Saturday, October 5, 2019

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-080 SC Pride Festival on Main Street (Oct 4 & 5 2019) (PDF)

RESOLUTION NO.: R-2018-080

*Authorizing consumption of beer and wine beverages only at the SC Pride Festival 2019
on Main Street on Friday October 4, 2019 and Saturday, October 5, 2019*

WHEREAS, SC Pride Movement ("Sponsor") is sponsoring the SC Pride Festival 2019 on Friday, October 4, 2018 and Saturday, October 5, 2019 in the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use from 2:00 p.m. on Friday, October 4, 2019 until midnight Saturday, October 5, 2019, of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and, for the temporary closing and use of right-hand west bound lane of traffic of the 1100 and 1200 blocks of Gervais Street for parade disbursement on Friday, October 4, 2019; for a parade and event to be held on Friday, October 19, 2018 from 6:00 p.m. until 10:00 p.m. and an event on Saturday, October 5, 2019 from 11:00 a.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 4, 2019 and from 11:00 a.m. until 9:30 p.m. on Saturday, October 5, 2019; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 6:00 p.m. and 9:30 p.m. on Friday, October 4, 2019 and 11:00 a.m. and 9:30 p.m. on Saturday, October 5, 2019; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington Street to the southern crosswalk at Hampton Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; and, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is

deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, October 5, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

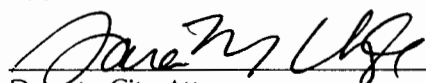
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

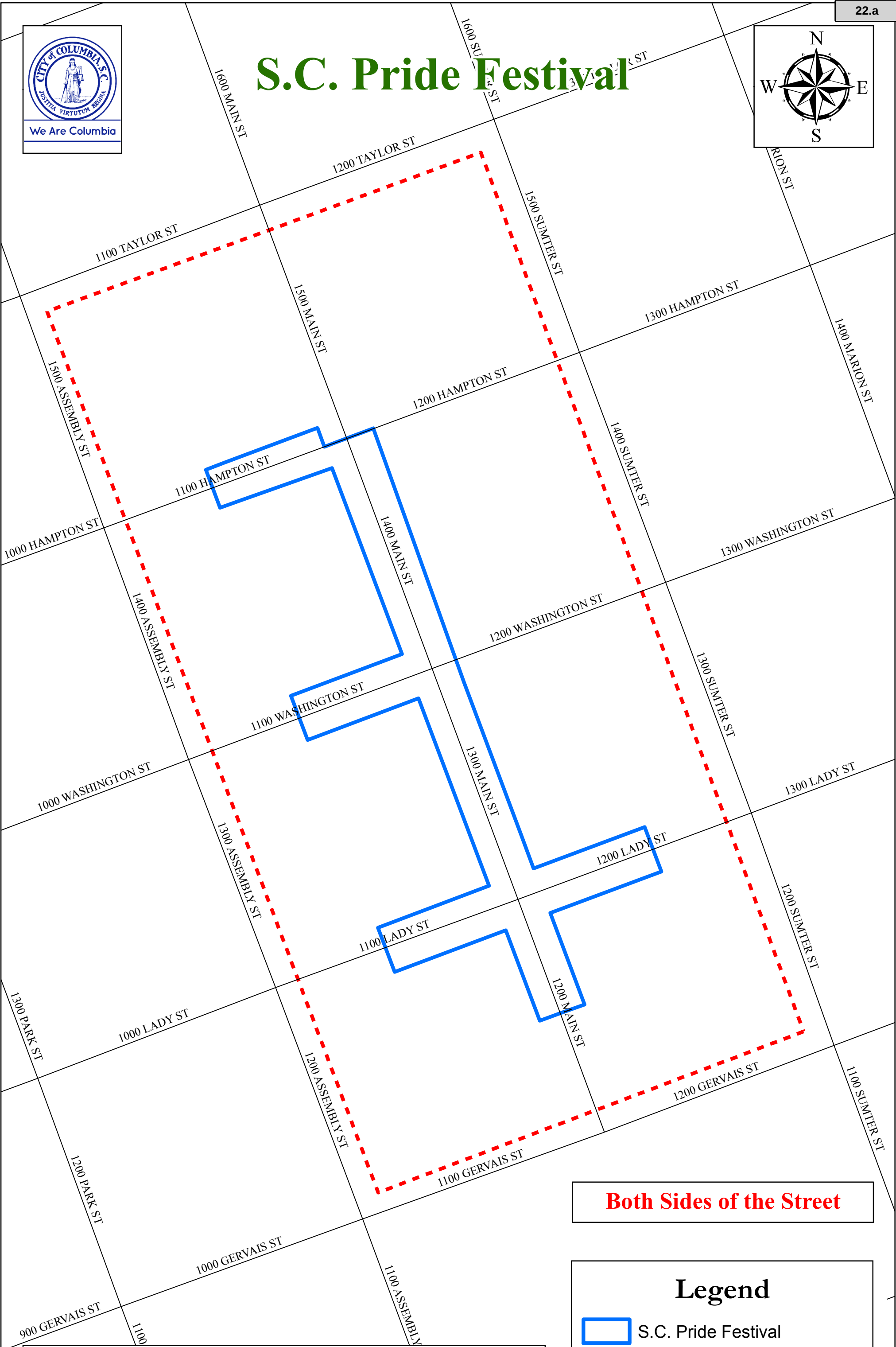
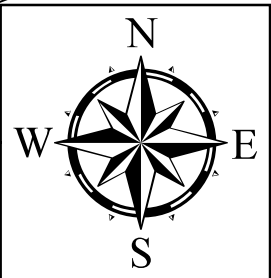
City Clerk

Introduced:

Final Reading:



S.C. Pride Festival

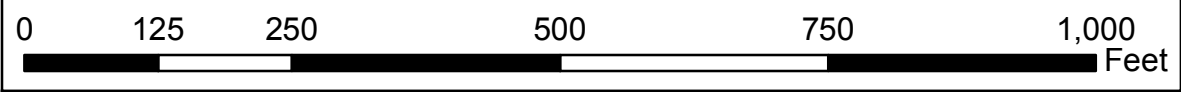


Both Sides of the Street

Legend

S.C. Pride Festival

Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-109 - Authorizing consumption of beer and wine beverages only at the Loco Craft Beer Jam at City Roots Farm on Saturday, March 9, 2019 with a rain date contingency of Sunday, March 10, 2019

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-109 Loco Craft Beer Jam at City Roots (Mar 9) (PDF)

RESOLUTION NO.: R-2018-109

Authorizing consumption of beer and wine beverages only at the Loco Craft Beer Jam at City Roots Farm on March 9, 2019 with a rain date contingency of Sunday, March 10, 2019

WHEREAS, the Greater Rosewood Merchants ("Sponsor") is sponsoring the Loco Craft Beer Jam at City Roots Urban Farm and in the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 11:00 a.m. until 7:00 p.m. on Saturday, March 9, 2019, with a rain date contingency of Sunday, March 10, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard from 7:00 a.m. until 8:00 p.m. for set up, clean up, and staging of the event to be held from 11:00 a.m. until 7:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 6:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. until 6:30 p.m. on Saturday, March 9, 2019, with a rain date contingency of Sunday, March 10, 2019; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

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

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

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

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, March 9, 2019, the that the closed portion of the 1000 block of Airport Boulevard between Commerce Drive and Jim Hamilton Boulevard shall be closed on Sunday, March 10, 2019. 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:

City Attorney _____

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST

11/27/18

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Dave Britt
Greater Rosewood Merchants
rosewoodmerchants@gmail.com
803.960.3552

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

LocoCraft Beer Jam

DATE(S) OF EVENTS: (monthly can be on one request)

3/9/19

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

3/10/19

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)City Roots
1005 Airport Blvd.
Columbia SC 29205STREET(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)1000 block Airport Blvd
from Jim Hamilton Blvd to
Commerce DriveHOURS 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

7:00am - 8:00pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11:00 am - ~~10:00 pm~~ 7:00 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.)*

11:00a 6:30p

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8). POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation

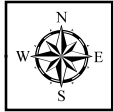
Parking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter bagging

Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net - parade permit, police

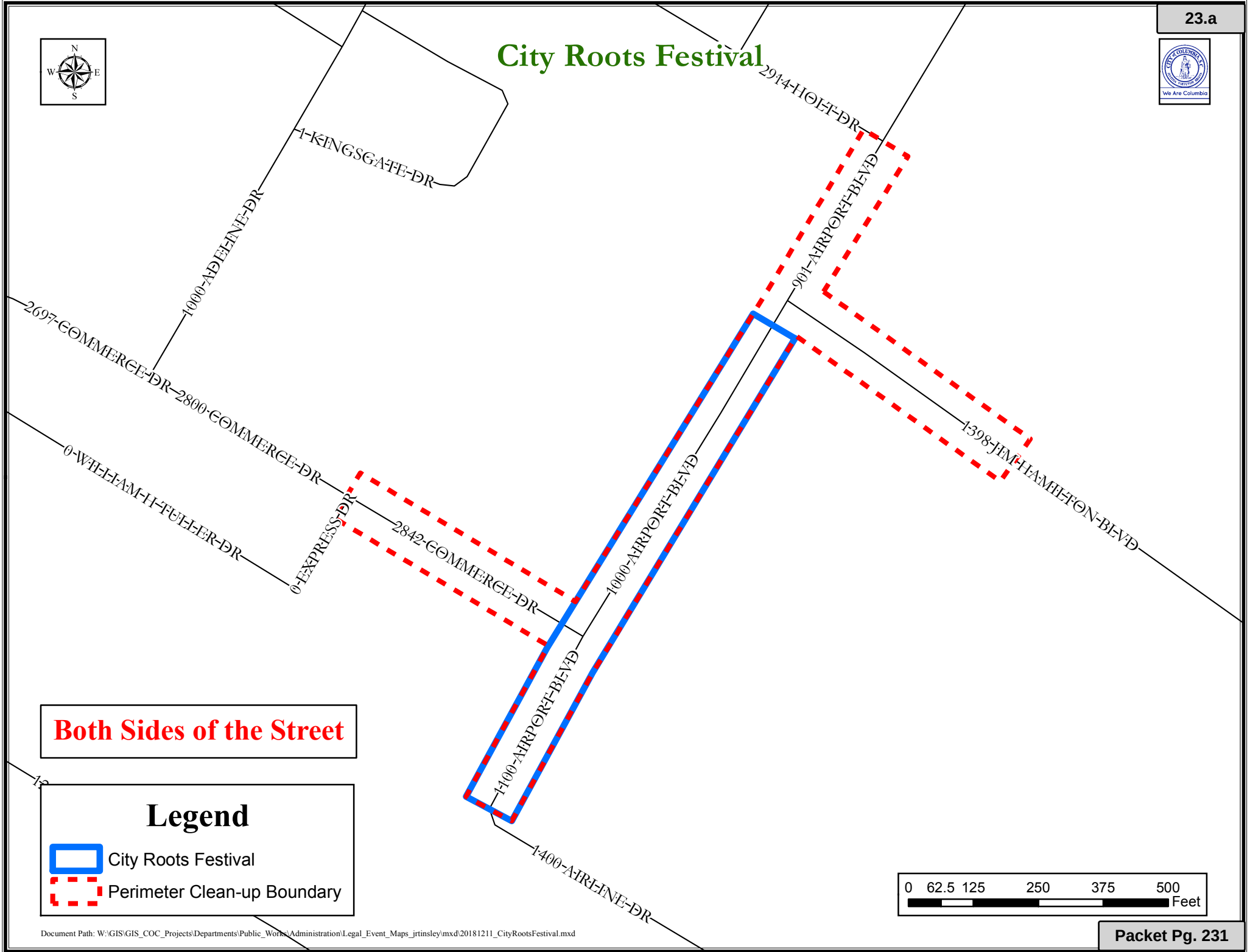
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net - park reservations

Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 3/2018



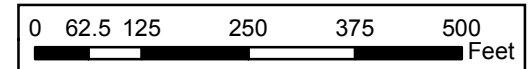
City Roots Festival



Both Sides of the Street

Legend

-  City Roots Festival
-  Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-113 - Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 24, 2019 with a rain date contingency of September 7, 2019

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-113 Main Street Latin Festival (Aug 24 rain date Sept 7 2019) (PDF)

RESOLUTION NO.: R-2018-113

Authorizing consumption of beer and wine beverages only at the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street, the western half block of the 1200 block of Lady Street, the eastern half block of the 1100 block of Lady Street and the eastern half block of the 1100 block of Washington Street on August 24, 2019 with a rain date contingency of September 7, 2019

WHEREAS, GG Productions, Inc. ("Sponsor") is sponsoring the Main Street Latin Festival in the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m. on Saturday, August 24, 2019, with a rain date contingency of Saturday, September 7, 2019; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 6:00 p.m. Friday, August 24, 2019 until 3:00 a.m. Sunday, August 26, 2019, for set up, clean up, and staging of the event to be held on August 24, 2019, with a rain date contingency of Saturday, September 7, 2019, in the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from 11:00 a.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 11:00 a.m. until 9:30 p.m. on Saturday, August 24, 2019, with a rain date contingency of Saturday, September 7, 2019; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only is authorized between the hours of 11:00 a.m. and 9:30 p.m. on Saturday, August 24, 2019, with a rain date contingency of Saturday, September 7, 2019; and,

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

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

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

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

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

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

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the western half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1300 and 1400 blocks of Main Street; the western half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage from, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of at 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, August 24, 2019, that the 1300 and 1400 blocks of Main Street; the eastern half block of the 1200 block of Lady Street to the entrance of the parking lot located behind the First Citizens building; the eastern half block of the 1100 block of Lady Street to the entrance of the parking garage located behind 1122 Lady Street; and the eastern half block of the 1100 block of Washington Street to the entrance of the parking lot located behind 1401 Main Street and the entrance to the Washington Street parking garage shall be closed on Saturday, September 7, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

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

Requested by:

Senior Assistant City Manager Baker

Mayor

Approved by:

City Manager

Approved as to form:



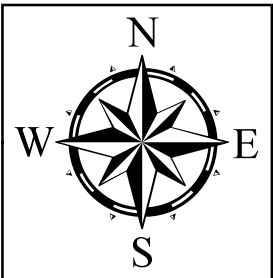
City Attorney

ATTEST:

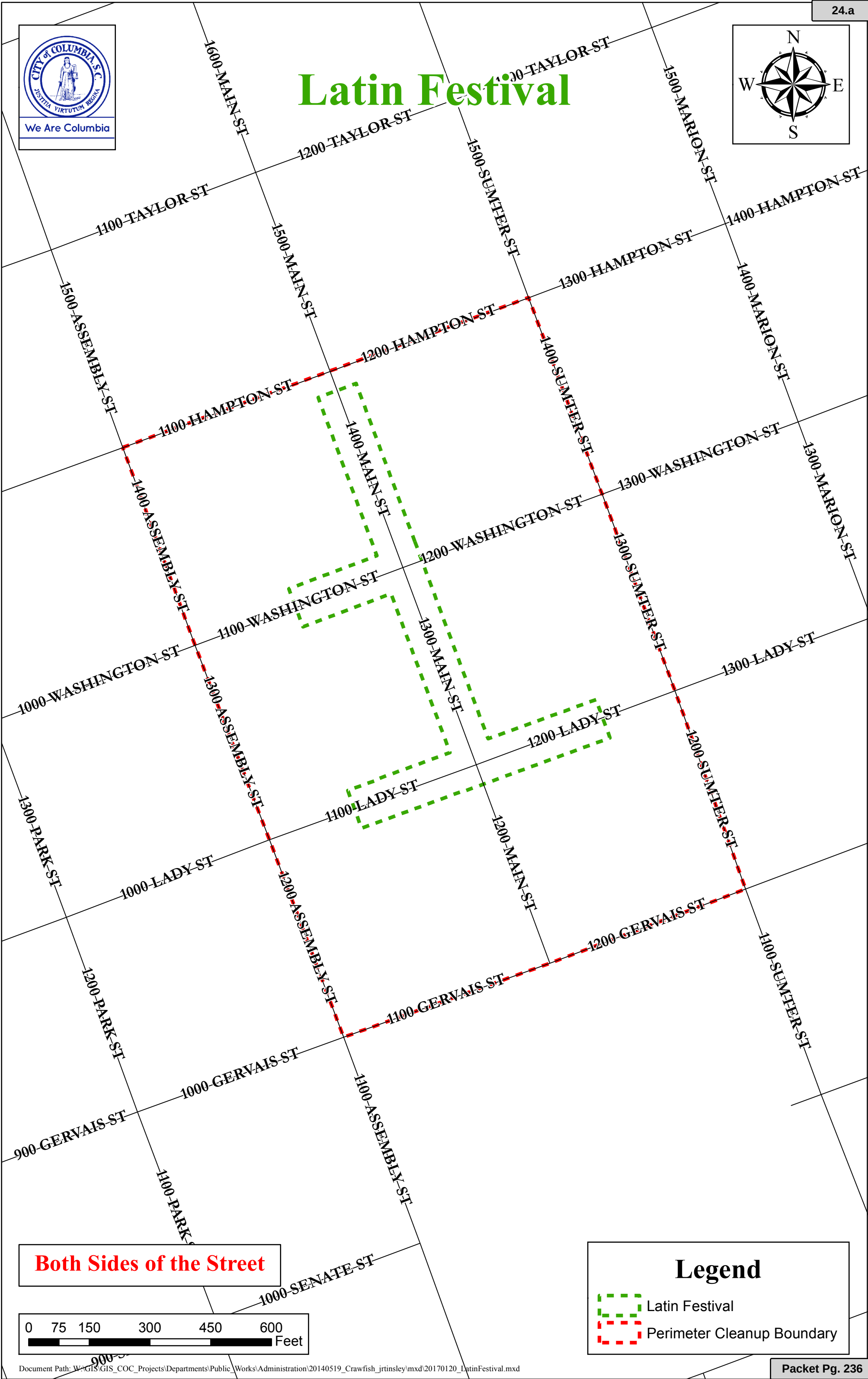
City Clerk

Introduced:

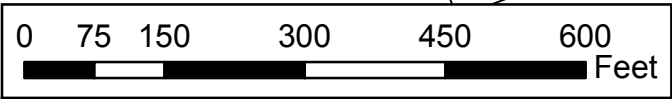
Final Reading:



Latin Festival



Both Sides of the Street



Legend

- Latin Festival
- Perimeter Cleanup Boundary

DATE OF REQUEST 09/06/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Genaro Padilla
ggproductions@sc.rr.com
Office-803-939-0360
Cell-803-348-0749

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Main Street Latin Festival

DATE(S) OF EVENTS: (monthly can be on one request) 08/24/2019

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.)

September 7th 2019

LOCATION OF EVENT

(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)

1300 & 1400 block of Main street downtown Columbia, between Hampton street and Lady street and 1100 block of Lady street between Assembly and Main and 1200 block of Lady street from Sumter st. to Main. In addition the 1100 block of Washington street between Assembly and Main.

STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

1300 & 1400 block of Main street downtown Columbia, between Hampton street and Lady street and 1100 block of Lady street between Assembly and Main and 1200 block of Lady street from Sumter st. to Main. In addition the 1100 block of Washington street between Assembly and Main.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

From 6:00pm Friday August 23rd and 3:00am Sunday August 25, 2019

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11:00am to 10:00pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

11:00am to 9:30pm

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; cfgdadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationParking Services - Zach Pearce; (803) 545-0287; ztpearce@columbiasc.net - meter baggingPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservations



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

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

PURPOSE: Ordinance No.: 2018-071 -Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17

Council District: 3

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

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

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

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

First reading approval was given on December 18, 2018.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ANNEX_AO_Silo112 (PDF)
- **#b:** 2018-071 annex 112 Silo Court (PDF)

HISTORY:

12/18/18

Columbia City Council

APPROVED ON FIRST READING

Updated: 1/2/2019 1:27 PM

Page 1

Packet Pg. 238



CITY COUNCIL

December 18, 2018 at 6:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

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

Council District:	3	
Proposal:	Request recommendation to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP). The property is currently classified as Mixed Residential High Density and zoned Light Industrial (M-1) by Richland County.	
Applicant:	Stadium Suites Investors, LLC; JMG Realty, Inc. as agent	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	12/03/18: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (7-0)
Annexation, 1st Reading:	12/18/18: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2nd Reading:	01/08/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1st Reading	03/19/19: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2nd Reading	04/16/19: Confirmation of Land Use Classification	PENDING
Map Amendment: 1st Reading	03/19/19: Zoning Confirmation	PENDING
Map Amendment: 2nd Reading	04/16/19: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.24 acres

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Municipal Services

Urban Service Area: Primary Area

Current Richland County Land Use Classification: Mixed Residential High Density

Proposed Interim Land Use Classification: Industrial (IND)

Current Richland County Zoning: Light Industrial (M-1)

Proposed Interim Zoning: Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP)

Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$87,000** annually to provide service for this private student dormitory based on calls for service to similar nearby properties within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Traffic Engineering

There are approximately 11 decorative streetlights that may need to be assumed by the City of Columbia. The annual cost is **approximately \$3,960**.

Solid Waste

The property is currently a private student dormitory. Solid Waste services cost would be \$0 since this service is not generally provided to this type of development.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

We recommend annexation of this property, a 924-bed private student dormitory on two adjacent parcels. The annual City real estate tax revenue generated for these parcels will be approximately **\$118,000**.

* Estimated City Tax Revenue is based on 2018 millage and calculated as: (Tax Value*Tax Rate)*City Millage Rate (.0981)) - (Tax Value*Local Option Sales Tax Credit (.002142)).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Industrial (IND); the property is currently classified as Mixed Residential High Density by Richland County.

Industrial districts are located throughout the city and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other impacts. These areas should be adequately large to accommodate the uses and provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types:

- Small to Extra Large Format Flex

Secondary Types:

- Parking Structures and Lots
- Power Utilities
- Water and Wastewater Treatment

Tertiary Types:

- Small to Large Commercial (Entertainment, Retail / Services)
- Medium to Large Business / Employment

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Development District (D-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the East, North and West.

The proposed City of Columbia zoning district is Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends that City Council annex the subject property and assign interim land use of Industrial (IND) and interim zoning of Light Industrial District and Light Industrial District in the Flood Protective Overlay (M-1 and M-1, -FP) at the time of annexation.



Future Land Use Map

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: IND

25.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



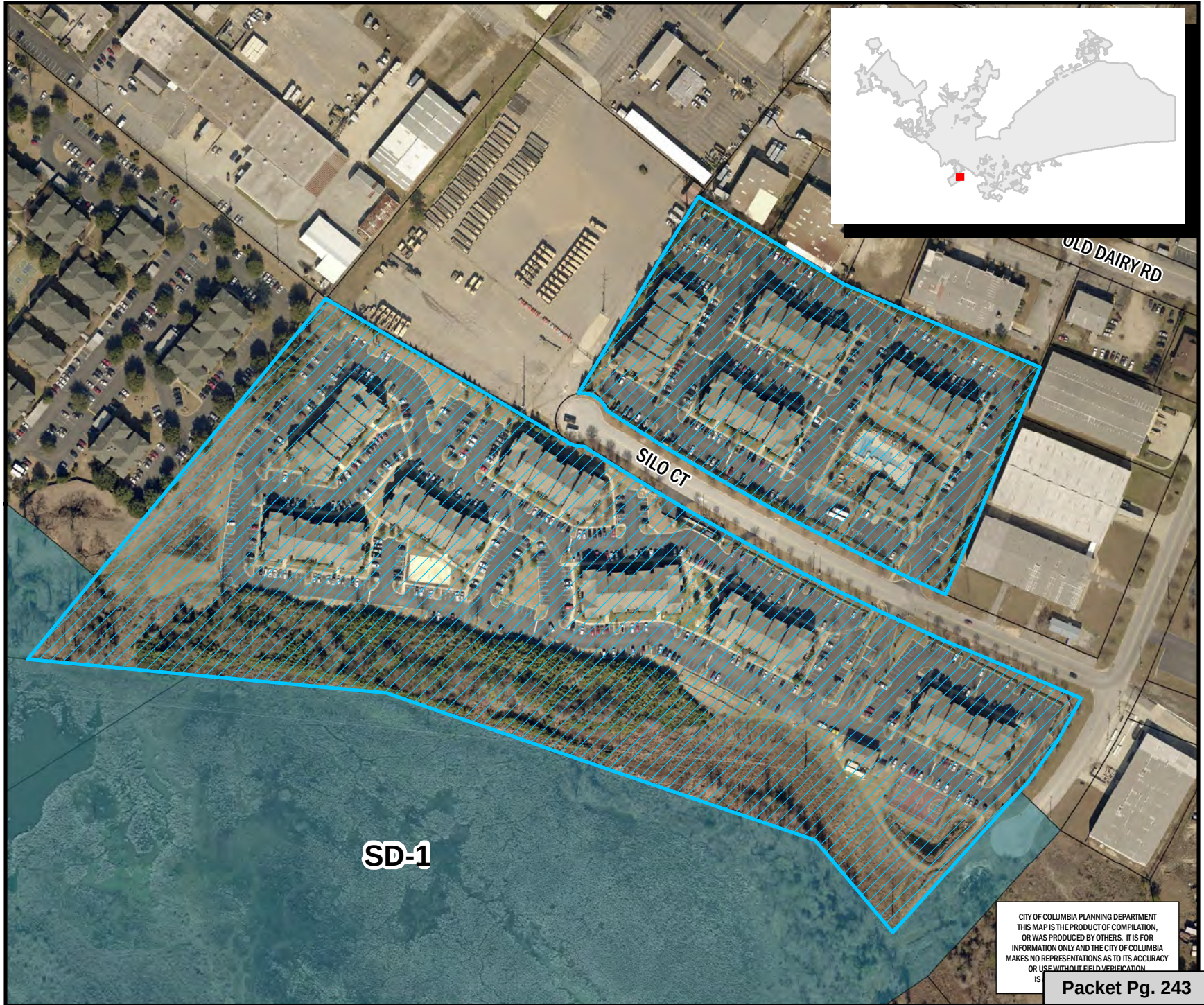
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 243

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -FP

25.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
November 15, 2018

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



Special Flood Hazard Area

Packet Pg. 244

ORDINANCE NO.: 2018-071

Annexing 112 Silo Court, Richland County TMS #11108-01-12 and 11112-01-17

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.01, contains 29.24 acres, and shall be assigned an interim land use classification of Industrial (IND).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11108-01-12 and 11112-01-17

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

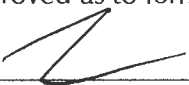
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-071

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown as Parcel "B", 5.59 acres/243,493 sq. ft.; Parcel "C", 6.37 acres/277,476 sq. ft.; Parcel "D", 9.62 acres/419,020 sq. ft.; and Parcel "E", 7.66 acres/333,879 sq. ft. on a plat prepared for CSC1, Limited Partnership, by Cox and Dinkins, Inc., dated October 8, 2003, and recorded in the Richland County ROD Office in Record Book 865, at Page 2328. Said plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 16, 2018

RE: **Property Address:** 112 Silo Court
Richland County TMS#: 11108-01-12 and 11112-01-17
Owner(s): Stadium Suites Investors, LLC; JMG Realty, Inc. as agent
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential High Density
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial and Light Industrial within the Flood Protective Overlay (M-1 and M-1, -FP)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **December 3, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

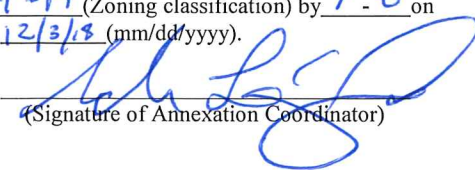
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: IND (Land Use classification) by 7-0 on 12/3/18 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1, M-1 -FP (Zoning classification) by 7-0 on 12/3/18 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

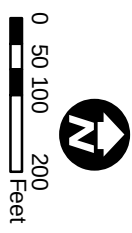


Future Land Use Map

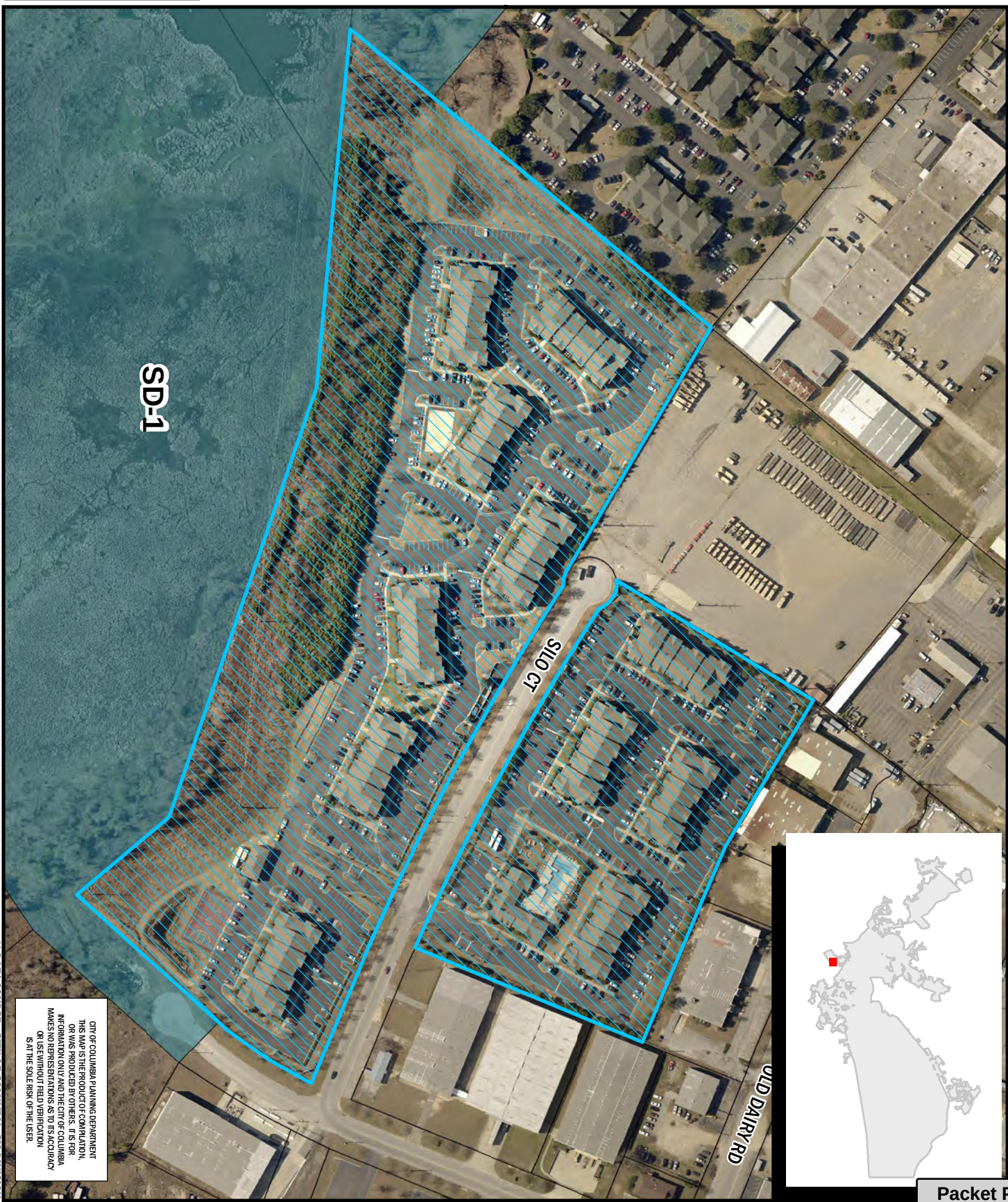
Department of Planning & Development Services

Legend
CITY LIMITS
PARCELS

- UCMR-1: Urban Core Mixed Residential-1
- UCMR-2: Urban Core Mixed Residential-2
- UEMR: Urban Edge Mixed Residential
- UEMR: Urban Edge Multi-Family
- UCR-1: Urban Core Residential Small Lot
- UCR-2: Urban Core Residential Large Lot
- UER-1: Urban Edge Residential Small Lot
- UER-2: Urban Edge Residential Large Lot
- UCAC-1: Urban Core Neighborhood Activity Center
- UCAC-2: Urban Core Community Activity Center
- UEAC-1: Urban Edge Community Activity Center
- UEAC-2: Urban Edge Regional Activity Center
- UCAC-3: Urban Core Regional Activity Center
- AC-1: Neighborhood Activity Center
- AC-2: Community Activity Center
- AC-3: Regional Activity Center
- EC: Employment Campus
- ND: Industrial
- TU: Transportation & Utilities
- SP-1: Sports/Amusement District
- SP-2: Civic/Institutional District
- SP-3: Central Business District
- SP-4: Riverbanks Zoo and Garden
- SP-5: Universities/Colleges
- SP-6: Fort Jackson



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 15, 2018



112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current FLU: Mixed Residential High Density, Proposed FLU: I

CITY OF COLUMBIA PLANNING DEPARTMENT
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Zoning Map

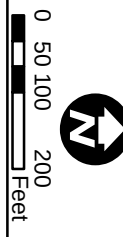
Department of Planning & Development Services

112 Silo Court, TMS# 11108-01-12 and 11112-01-17;
Current Richland Co. Zoning: M-1, Proposed Zoning: M-1, -

Legend

PARCELS

- | | |
|--------|-------------|
| D-1 | C-1 |
| RS-1 | C-2 |
| RS-1A | C-3 |
| RS-1B | C-3A |
| RS-2 | C-4 |
| RS-3 | C-5 |
| RD | M-1 |
| RD-1 | M-2 |
| RD-1A | PUD-C |
| RD-2 | PUD-L |
| RD-3 | PUD-L-S-E |
| RD-3A | PUD-L-S-R |
| RD-4 | PUD-R |
| RD-5 | OUT OF CITY |
| RD-6 | |
| RD-7 | |
| RD-8 | |
| RD-9 | |
| RD-10 | |
| RD-11 | |
| RD-12 | |
| RD-13 | |
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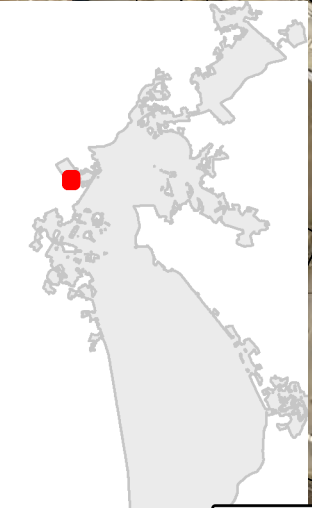
ORIGINAL PREPARATION DATE:
This map was prepared by:

Shane Shaugnessy
November 15, 2018

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



We Are Columbia



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, in Richland County, South Carolina, and being shown as Parcel "B", 5.59 Acres/243,493 Sq. Ft.; Parcel "C", 6.37 Acres/277,476 Sq. Ft.; Parcel "D", 9.62 Acres/419,020 Sq. Ft.; and Parcel "E", 7.66 Acres/333,879 Sq. Ft. on a plat prepared for CSC1, Limited Partnership, by Cox and Dinkins, Inc., dated October 8, 2003, and recorded in the Richland County ROD office in Record Book 865, at Page 2328. Said plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 11108-01-12 and 11108-01-17

Property Addresses: 112 Silo Court

Stadium Suites Investors, LLC

BY: _____


 Jean Woodruff
 IMG Realty Inc.
 (Print or Type Name)

Date: _____

10-30-18

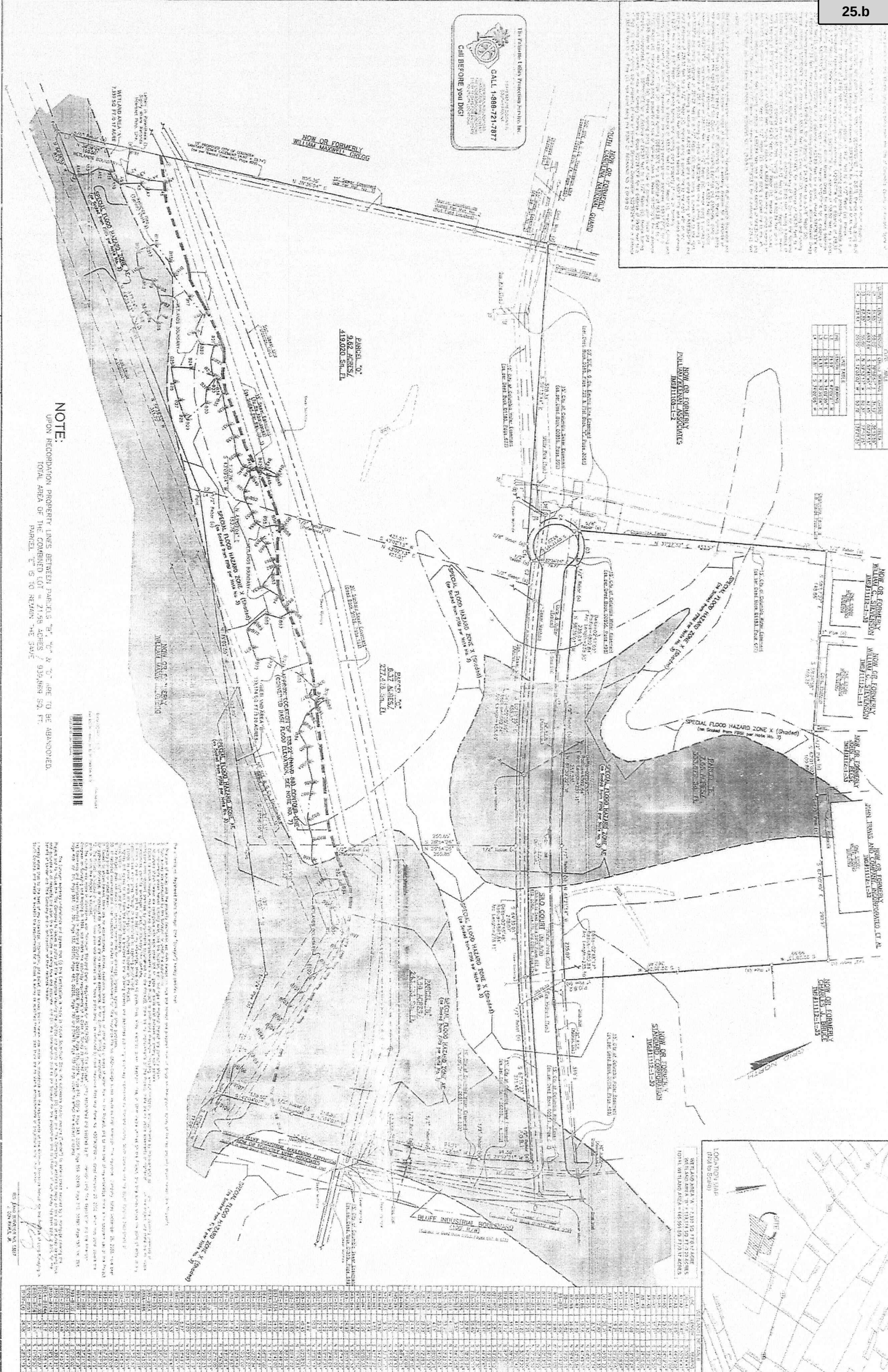
ITS: _____

agent for owner

as agent for owner

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SEPARATION PROPERTY LINES BETWEEN PARCELS "2", "3" & "4" ARE TO BE ABANDONED
TOTAL AREA OF THE COMBINED LOT = 21.58 ACRES / 939,859 SQ. FT.
PARCEL "2" IS TO REMAIN THE SAME

ALTAACSM LAND TITLE SURVEY

MATERIALS PREPARED FOR

GSC1, LIMITED PARTNERSHIP

RICHMOND COUNTY, NEAR COLUMBIA, SC.

REFERENCES

NOTES

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-078 - Establishing a Moratorium on Shared Mobility Vehicles

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-078 Establish a Moratorium on Shared Mobility Vehicles (PDF)

ORDINANCE NO.: 2018-078*Establishing a Moratorium on Shared Mobility Vehicles*

WHEREAS, shared mobility vehicles are an increasingly popular trend, with numerous companies deploying electric scooters in urban settings, such as the City of Columbia; and,

WHEREAS, while the City of Columbia recognizes that low-emission, shared mobility vehicle options, such as electric scooters, can create more diverse, convenient, and accessible transportation, these vehicles also pose significant public safety challenges, along with additional considerations of managing the right-of-way appropriately and adapting old regulations to new business types; and,

WHEREAS, the unregulated deployment of shared mobility vehicle options has created hazardous and disturbing situations which has resulted in municipalities taking the extreme step of banning these vehicles; and,

WHEREAS, the City of Columbia seeks to create a balance between the benefits of shared mobility vehicles and the inherent risks of introducing these vehicles on the road without adequate planning; and,

WHEREAS, in order to best accommodate this emerging business model, the City of Columbia proposes a three hundred and sixty-five (365) day moratorium for the benefit of the public's safety, which will allow the City to explore shared mobility options and offer opportunities for effective and meaningful collaboration with shared mobility vehicle providers; and,

WHEREAS, an emergency exists in that it is necessary for the immediate preservation of the public peace, property, health, and safety that this ordinance take effect immediately upon its passage;
NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2019 as follows:

Section 1. There is hereby enacted a three hundred and sixty-five (365) day moratorium upon shared mobility vehicles being placed in the public right-of-way or on public property, being operated in the public right-of-way or on public property, or being distributed for use anywhere in the City, in order to allow for adequate pedestrian traffic flow and to promote public safety.

Section 2. For the purpose of this ordinance, "shared mobility vehicle" means any two-wheeled device, that:

1. is powered by a motor;
2. is rendered operable or inoperable via a point-of-sale terminal or an on-demand portal, whether through a smartphone application, membership card, or similar method;
3. is operated by a private entity that owns, manages, or maintains devices for shared use by members of the public; and,
4. is available to members of the public in unstaffed, self-service locations.

Section 3. Any shared mobility vehicle left on a public street, sidewalk or right-of-way unattended is subject to being impounded by employees of the City of Columbia until claimed by the rightful owner as determined by the City Manager, or her designee(s), and all civil penalties owed to the City are paid in full.

Section 4. Any impounded shared mobility vehicle which is not claimed within twenty-one (21) days of the date of the impoundment shall be deemed abandoned and shall be disposed as provided by law.

Section 5. In addition to any other enforcement or legal action that the City may take, any violation of this ordinance is subject to a civil fine of two hundred and fifty dollars (\$250.00) to be levied by a City of Columbia Uniform Ordinance Summons and triable by a Municipal Court Judge. This fine shall be imposed for each shared mobility vehicle, and for each occurrence and each day that the shared mobility vehicle(s) is or are distributed, operated, used, rented, or furnished in violation of this ordinance, unless the shared mobility vehicle is impounded as an abandoned vehicle by the City of Columbia prior to collection of the civil penalty in which case the penalty shall not exceed five hundred dollars (\$500.00).

Section 6. An emergency is declared to exist in that it is necessary for immediate preservation of the public peace, property, health, and safety that this ordinance take effect immediately upon its passage.

Section 7. In the event that any portion of this ordinance shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other portion of this ordinance.

This ordinance is effective upon final reading.

Requested by:

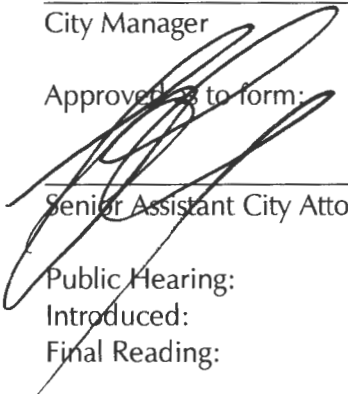
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-079 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-5 Operation of motor scooters

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Ordinance 2018-079 add Sec. 12-5 Operation of motor scooters (PDF)

ORDINANCE NO.: 2018-079

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General to add Sec. 12-5 Operation of motor scooters

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article I, In General is amended to add Sec. 12-5 Operation of motor scooters to read as follows:

Section 12-5. ~~Reserved.~~ Operation of motor scooters.

- (a) For purposes of this section, a "motor scooter" is a motor vehicle as defined by the Code of Laws of South Carolina Sections 56-3-20 (3) and (4), but without a saddle for the use of the rider.
- (b) Motor scooters may not be operated on any public street in the City of Columbia which has a speed limit of twenty-five (25) miles per hour or greater.
- (c) No person may operate a motor scooter on any public sidewalk in the City of Columbia.
- (d) No person may operate a motor scooter in the City of Columbia without wearing a protective helmet equipped with a neck or chin strap and reflectorized on both sides thereof.
- (e) Any violation of this ordinance is triable in the Municipal Court and punishable as provided in Section 1-5.

Requested by:

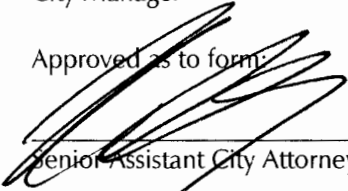
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-111 - Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1321 Lady Street, Richland County TMS #11401-01-05

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities

ATTACHMENTS:

- **#a:** R-2018-111 certify 1321 Lady Street as abandoned building (PDF)

RESOLUTION NO.: R-2018-111

Certifying Building Sites as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 1321 Lady Street, Richland County TMS #11401-01-05

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualifies as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use; and,

WHEREAS, Section 12-67-140 of the Act provides that a taxpayer who rehabilitates an abandoned building is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local real property taxes; and,

WHEREAS, Section 12-67-140 of the Act further provides (in pertinent part):

(E) For building sites which have had no portion thereof placed into service before July 1, 2018, and upon which is located a redeveloped multi-floor structure that is listed on the National Register of Historic Places, the taxpayer may subdivide the structure into separate units in the manner as provided for in this chapter, except that up to seven separate floors may be considered seven separate subdivided units if a floor is redeveloped for the exclusive use as a residential apartment or apartments.

WHEREAS, Capitol Places VI Owner, LLC (the "Taxpayer") is the owner and developer of certain real property known as the Thirteen 21 Lofts on Lady Building, located at 1321 Lady Street (the "Property"), as referenced in deed dated November 20, 2013 and recorded November 21, 2013 in the Richland County Register of Deeds Office in Book 1910 at Page 3943, which property is further identified on the Richland County Tax Maps as TMS No. 11401-01-05; and,

WHEREAS, no portion of the Property was placed in service before July 1, 2018; and

WHEREAS, the Property is a multi-floor structure that is listed on the National Register of Historic Places; and,

WHEREAS, the Taxpayer has subdivided the structure into seven separate units as follows:

Unit #1: Basement and first floor

Unit #2: Second floor

Unit #3: Third floor

Unit #4: Fourth Floor

Unit #5: Fifth Floor

Unit #6: 6th and 7th Floor

Unit #7: 8th floor and roof (including Penthouse); and,

WHEREAS, each such separate unit is being redeveloped for exclusive use as a residential apartment or apartments (as to each such unit, a "Building Site"); and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the Taxpayer has requested that the City certify that each of the seven Building Sites is an eligible abandoned building site as defined by Section 12-67-120; NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, this ___ day of _____, 2019, as follows:

Section 1. The Taxpayer has submitted to the City a request to certify each of the seven Building Sites pursuant to Section 12-67-160 of the Act (the "Request to Certify").

Section 2. The City has reviewed the Request to Certify, supporting documentation, conferred with the Taxpayer and conducted its own review of the Property.

Section 3. The City hereby certifies that (i) each of the seven Building Sites constitutes a separate abandoned building site as defined in Section 12-67-120(1) of the Act, and (ii) the geographic area of each of the seven Building Sites is consistent with Section 12-67-120(2) of the Act.

Requested by:

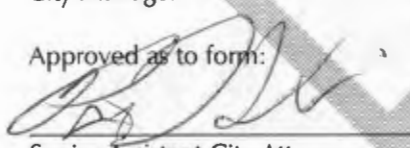
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
First Reading:



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-114 - Authorizing the City Manager to execute the Boyd Island Naming Rights Agreement between the City of Columbia and Darnall W. and Susan F. Boyd Foundation, Inc., Saluda River Walk- Three Rivers Greenway Project, Richland County TMS #09003-02-01

FINANCIAL IMPACT:

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

ATTACHMENTS:

- **#a:** R-2018-114 Boyd Island Naming Rights Agreement(PDF)

RESOLUTION NO.: R-2018-114

Authorizing the City Manager to execute the Boyd Island Naming Rights Agreement between the City of Columbia and the Darnall W. and Susan F. Boyd Foundation, Inc., Saluda River Walk- Three Rivers Greenway Project, Richland County TMS #09003-02-01

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Boyd Island Naming Rights Agreement between the City of Columbia and the Darnall W. and Susan F. Boyd Foundation, Inc., or on a form approved by the City Attorney, for the Saluda River Walk - Three Rivers Greenway Project, Richland County TMS #09003-02-01.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

BOYD ISLAND NAMING RIGHTS AGREEMENT
(Saluda River Walk - Three Rivers Greenway Project)
(TMS #R09003-02-01)

THIS NAMING RIGHTS AGREEMENT (the "Agreement") is made and entered into by and between **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter called the "City"), and the **DARNALL W. and SUSAN F. BOYD FOUNDATION, INC.**, (hereinafter called the "Foundation"). The "Effective Date" of this Agreement shall be the date the Agreement is signed by both parties, and if both parties do not sign on the same date, the date on which this Agreement is signed by the last party.

RECITALS

WHEREAS, pursuant to that certain Temporary Construction License executed and effective as of _____, 2018, between the City and the River Alliance (the "License"), City has agreed to license a portion of its real property (as more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference) (the "Island") temporarily to the River Alliance in order for the River Alliance to alter, create, construct, and manage the construction of the Boyd Island Project ("Project") for the purpose of including the Project in the Three Rivers Greenway and Saluda River Walk for certain recreational purposes offered to the general public, and

WHEREAS, the Foundation has committed to partially fund the Project which upon completion will become an addition to the City's Three Rivers Greenway and Saluda River Walk, and

WHEREAS, in recognition of its generous donation for the benefit of the general public the Foundation desires to name the Project officially, "Boyd Island Sanctuary", the parties hereto agree as follows:

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the License, the mutual covenants and agreements of the parties hereto, as are hereinafter set forth and made a part of this Agreement, the City and Foundation do hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by reference.
2. **Term.** The initial term of this Agreement (the "Initial Term") will commence upon the completion of the construction of the Boyd Island Project and shall extend for a minimum of fifty (50) years. The Foundation shall have the right to extend the Agreement for additional fifty (50) year terms (the "Extended Term") upon the terms and conditions herein by providing a written notice to the City prior to the expiration of the Initial Term. The "Term" of this Agreement will be the Initial Term, as extended by any Extended Term.
3. **Naming Rights Fee.** In consideration of the Foundation's donation of the costs of constructing the Boyd Island Project, there shall be no additional fee due during the Term of this Agreement.
4. **Naming Rights Benefit.** In consideration of the Foundation's donation of the costs of constructing the Boyd Island Project, during the Term of this Agreement, the Foundation shall receive the following benefits:
 - (a) The real property known as TMS#R09003-02-01 shall be officially named and designated by the City as "Boyd Island Sanctuary" (or such other name as mutually agreed to by the Foundation and the City.) Any name change proposed by the Foundation is subject to the approval of the City, and the Foundation shall pay all costs and expenses associated with such name change, including without limitation, removal of existing signage, and production and installation of new signage.
 - (b) **Signage Elements.** All initial signage will be produced and installed by the City and may be subject to review and approval in accordance with any other laws or

agreements. The City will be responsible for maintaining all signage in good condition and repairing or replacing all signage as necessary (either due to damage or to ordinary wear and tear.)

- (c) **Media and Marketing Elements.** All references made by the City in print or electronic media to these premises shall refer to same as "Boyd Island Sanctuary" with the City having the Foundation's express permission to refer to the premises as such without incurring liability.

5. **Force Majeure.** The parties agree that with respect to any action to be taken by any party during the Term, the party required to furnish or perform the same shall in no event be liable for failure to do so under the Agreement when prevented by any cause beyond the reasonable control of such party, such as accident, order or regulation of or by any governmental authority, or because of war or other emergency, each a "Force Majeure Event."
6. **Termination.** Either Party shall have the right to terminate this Agreement if the other party uses Boyd Island for any unlawful purpose or in any unlawful manner, which use is not corrected within thirty (30) days after written notice.
7. **Notice.** A notice which may or shall be given under the terms of this Agreement shall be either delivered by hand or by Federal Express or another similar national, reputable, overnight courier or sent by United States Registered or Certified Mail, postage prepaid; to the addresses set forth below. Such addresses may be changed from time to time by either party by giving notice as provided herein. Notice shall be deemed given when delivered (if delivered by hand) or one (1) day after sending it via overnight courier or three (3) days after depositing in the mail, return receipt requested (if delivered by mail).

Notice to the City:

THE CITY OF COLUMBIA, SOUTH CAROLINA
1737 Main Street
Post Office Box 147
Columbia, South Carolina 29201 (29202)
Attention: City Manager

Notice to Foundation:

DARNALL W. and SUSAN F. BOYD FOUNDATION, INC.

8. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
9. **Limitation of Liability.** The parties hereby agree that under no circumstances shall either party be liable to the other party for indirect, consequential, special or exemplary damages, whether in contract or tort.
10. **Successors and Assigns.** The covenants, conditions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. **Whole Agreement.** This Agreement, together with all exhibits which may be attached hereto and by reference made a part hereof, constitutes the sole and entire agreement between the and no prior written or contemporaneous oral promises or representations shall be binding. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the City or Foundation unless reduced to writing and signed by both parties.
12. **No Joint Venture or Partnership.** It is expressly understood that the parties shall not be construed or held to be partners, joint venturers or associates of one another in the conduct of their respective business operations.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date of the last signature hereinbelow.

WITNESSES:

THE CITY OF COLUMBIA, SOUTH CAROLINA
a political subdivision of the State of South Carolina

First Witness

By: _____ (SEAL)

Teresa Wilson

Its: City Manager

Date: _____

Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this ____ day of _____, 2018, before me personally came the within-named **THE CITY OF COLUMBIA, SOUTH CAROLINA**, a political subdivision of the South Carolina, by **Teresa Wilson**, its **City Manager**, who acknowledged to me that she executed the foregoing Agreement on behalf of the City; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

(Signature of Notary Public)

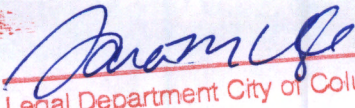
Name: _____

Notary Public for the State of South Carolina

My Commission Expires: _____

[AFFIX NOTARY SEAL OR STAMP BELOW]

APPROVED AS TO FORM


Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date of the last signature hereinbelow.

WITNESSES:

DARNALL W. and SUSAN F. BOYD FOUNDATION, INC.

First Witness

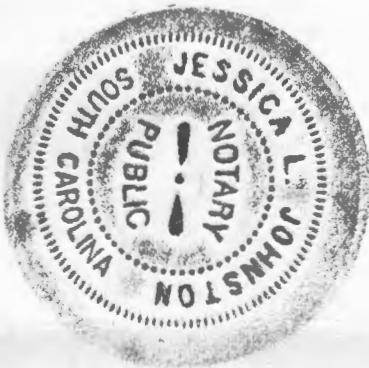
Second Witness

By: _____ (SEAL)
 Print Name: George S. Bailey
 Its: President
 Date: 12/14/18

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this 14th day of December, 2018, before me personally, came the within-named DARNALL W. and SUSAN F. BOYD FOUNDATION, INC. by George S. Bailey, its President, who acknowledged to me that he executed the foregoing Agreement on behalf of Foundation; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.



(Signature of Notary Public)
 Name: Jessica L. Johnston
 Notary Public for the State of South Carolina
 My Commission Expires: 2/18/24

[AFFIX NOTARY SEAL OR STAMP BELOW]

JESSICA L. JOHNSTON
 Notary Public
 State of South Carolina
 My Commission Expires Feb 18, 2024



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-115 - Authorizing the City Manager to execute a Purchase Agreement for Bulk Water to Stonegate Subdivision between the City of Columbia and Carolina Water Service

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life, Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-115 Bulk Water Agreement - Carolina Water Service (PDF)

RESOLUTION NO.: R-2018-115

Authorizing the City Manager to execute a Purchase Agreement for Bulk Water to Stonegate Subdivision between the City of Columbia and Carolina Water Service

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Purchase Agreement for Bulk Water to Stonegate Subdivision, or on a form approved by the City Attorney, between the City of Columbia and Carolina Water Service, Inc.

Requested by:

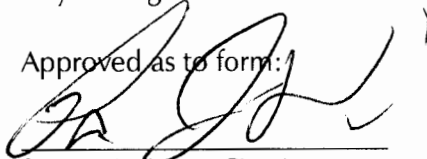
Assistant City Manager Shealy

Approved by:

Mayor

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

[illegible]

This PURCHASE AGREEMENT FOR BULK WATER ("Agreement"), is made by and between CAROLINA WATER SERVICE, INC. ("CWS"), and the CITY OF COLUMBIA, SOUTH CAROLINA ("Columbia").

WHEREAS, Columbia is a body politic and corporate and is vested with all powers granted to municipal corporations by the Constitution and the general laws of the State of South Carolina ("State"), including the power to make and execute contracts and operate utility systems; and,

WHEREAS, CWS is a Delaware corporation, authorized to conduct business in the State of South Carolina and is vested with all corporate powers granted under the laws of these States, including the power to make and execute contracts; and,

WHEREAS, CWS desires to purchase water from Columbia on a bulk basis to serve the property known as Stonegate Subdivision and more particularly described on the attached Exhibit A ("Service Area") which is incorporated herein by reference; and,

WHEREAS Columbia is willing to sell water to CWS on a bulk basis.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, benefits and promises herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Columbia agrees to supply and CWS agrees to purchase bulk water from Columbia, not to exceed a daily volume of 100,000 gallons or a monthly volume of 1.5 million gallons, to serve within its Service Area as understood and agreed upon by Columbia and CWS. CWS shall determine that the level of service available to the specified service delivery point is adequate to serve within its agreed to Service Area. Columbia does not guarantee or warrant any specific level of service, but will use all reasonable efforts to provide CWS with bulk water from Columbia, not to exceed a daily volume of 100,000 gallons or a monthly volume of 1.5 million gallons. Water delivered to the specified service delivery point, shall meet all applicable South Carolina Department of Health and Environmental Control SCDHEC standards for potable water. Columbia shall monitor the water quality on Columbia's side of the meter at the service delivery point, at such times and in such manner as Columbia deems appropriate, to confirm that the water delivered to CWS at the service delivery point meets all applicable SCDHEC standards for potable water. If Columbia determines that the water does not meet all applicable SCDHEC standards for potable water, Columbia shall immediately notify CWS, shut off service to CWS and take appropriate measures to cause the water to meet all applicable SCDHEC standards for potable water.

2. Water furnished by Columbia shall be measured at the service delivery point by metering equipment owned and maintained by Columbia and paid for and installed by CWS. CWS shall purchase the appropriate size meter from Columbia. Metering equipment shall be installed in housing constructed by CWS, at CWS'S cost and expense, at the service delivery points as detailed in the construction plans as approved per Exhibit B (City of Columbia approval letter dated March 2, 2018) mutually acceptable to both Columbia and CWS. Columbia and CWS shall have mutual free access to the metering equipment.

3. In the event CWS requires additional service delivery points in addition to the current service delivery point, CWS shall construct, entirely at its own expense, any water main extensions and appurtenances of appropriate size, as approved by Columbia, required to provide water to the service delivery points. Such water main extensions shall be installed within exclusive easements and in accordance

with plans approved by Columbia. CWS will not place the system in operation until final inspection and final approval is given by Columbia. CWS shall obtain all approvals from the South Carolina Department of Health and Environmental Control or any other federal or state entities required to construct, operate and maintain the system.

4. Columbia shall read the metering equipment installed at the service delivery point at periodic intervals of approximately thirty (30) days to determine the amount of water provided by Columbia to CWS. The volume of water measured through the metering equipment shall be used to calculate monthly service charges. Monthly service charges for water supplied and billed to CWS are to be paid on or before the due date indicated on the monthly bill. If monthly service charges for water supplied and billed to CWS are fifteen (15) days in arrears, Columbia shall have the right, thirty (30) days after the mailing of written notice of the default to CWS, to terminate this Agreement and cease furnishing water to CWS.

5. CWS shall pay to Columbia monthly service charges for all water provided under the terms of this Agreement in accordance with the rates set forth in Appendix "A", which is attached hereto and incorporated herein by specific reference thereto.

6. The rates specified in Paragraph 5, Appendix A, above, may be increased or decreased by Columbia City Council, from time to time, by Ordinance, in its sole and exclusive discretion. Notwithstanding the foregoing, Columbia agrees that CWS will not be charged a rate in excess of the outside City "all others" rate.

7. Installation, ownership, operation and maintenance of any and all portions of the water distribution system past the service delivery point shall be the sole responsibility of CWS, at no cost to Columbia.

8. CWS shall have the exclusive right to assess and collect any tap-on fees and service charges for any connections to any portions of the water distribution systems that are located past the service delivery point.

9. Columbia shall use reasonable diligence to provide a regular and uninterrupted supply of water to the service delivery point, but shall not be liable to CWS for damages, breach of contract or other variations of service occasioned by any cause whatsoever. Such causes may include by way of illustration, but not limitation, acts of God or of the public enemy, acts of any federal, state or local government in either its sovereign or contractual capacity, fires, droughts, floods, epidemics, quarantine restrictions, strikes, failure or breakdown of transmission or other facilities, or temporary interruptions of water service. Columbia shall notify CWS as soon as is practicable in advance of any reduction in the amount of water made available to CWS. In the event the City restricts water use during a water shortage as provided for by City Ordinance Sec. 23-70, such restrictions shall apply equally to CWS and City of Columbia customers affected by the water shortage and subject to the restrictions. Upon receiving such notice from Columbia, CWS shall, within twenty-four (24) hours, initiate adequate measures to reduce its water demands from Columbia to an amount identified by Columbia. Columbia reserves the right, at any time without notice to CWS or its customers, to shut the water off its mains for the purpose of making repairs, performing maintenance or installing lines, mains hydrants or other connections. No claims shall be made against Columbia by CWS by reason of the breakage of any service pipe or service cock, or from any other damage that may result from shutting off water for repairing, laying or relaying mains, hydrants or other connections. Columbia shall assume no responsibility, financially or otherwise, for water quantity or quality past the service delivery points, including responsibility for compliance with all state and/or federal regulations relating to drinking water.

10. This Agreement shall be for a period of twenty-five (25) years from the date this Agreement is executed by CWS. CWS may extend this Agreement for an additional five (5) year term by giving Columbia written notice ninety (90) days prior to the end of the initial five (5) year term.

11. CWS may terminate this Agreement upon ninety (90) days written notice to the City.

12. In case of breach of this Agreement (other than non-payment by CWS) by either party, the non-breaching party must give written notice of same to the breaching party. After such notice has been given, the breaching party shall have ten (10) days to correct the breach. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach hereof. CWS shall not assign this Agreement or transfer any rights and obligations hereunder without written consent of Columbia. Such consent will not be unreasonably withheld by Columbia or CWS. This Agreement may not be amended or modified unless such amendments or modifications are in writing and signed by the parties hereto.

13. Any notice as may be required herein shall be sufficient, if in writing and sent by certified U.S. mail with sufficient pre-paid postage affixed thereto, to the following addresses, unless otherwise changed by written notice:

City of Columbia:	Attention: City Manager Post Office Box 147 Columbia, SC 29217	With a copy to:	City Attorney Post Office Box 667 Columbia, SC 29202
CWS	Carolina Water Service, Inc. Attn: Catherine E. Heigel, President 130 South Main Street, Suite 600 Greenville, SC 29601		

Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Any party hereto may, by written notice given to the other party to this Agreement, designate any further or different addresses to which subsequent notice, certificates, or other communications shall be sent.

14. If any one or more of the terms of this Agreement should be determined by a court of competent jurisdiction to be contrary to law, Columbia and CWS agree to amend such term or terms to bring the Agreement in compliance with law if such term or terms are essential to the validity or operation of this Agreement otherwise such terms shall be deemed severable from the remaining terms of this Agreement and shall in no way affect the validity of the other terms of this Agreement. City acknowledges that the effectiveness and enforceability of this Agreement is contingent upon Company's receipt of the approval of the PSC. Company shall submit this Agreement to the PSC for such approval within ten (10) days of its execution by City. City agrees to cooperate with Company in its efforts to obtain such approval, including the submission of a written declaration, affidavit, or testimony in support of same by an appropriate City official, officer, representative or employee, but shall not be required to incur any third-party costs in so doing.

15. Ambiguities in the terms of this Agreement, if any, shall not be construed against Columbia or CWS. Jurisdiction of any action brought by Columbia or CWS under this Agreement shall be in the Court of Common Pleas with venue in Richland County.

16. This Agreement contains the entire agreement between the parties and shall be binding upon the parties, their respective successors and assigns, as may be applicable to the particular entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials and is effective as of the date of the last signature hereinbelow.

WITNESSES:

CWS

BY: _____
ITS: _____
DATE: _____

CITY OF COLUMBIA

BY: _____
Teresa B. Wilson
ITS: City Manager
DATE: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

EXHIBIT A
SERVICE AREA

EXHIBIT B
APPROVED CONSTRUCTION PLANS

APPENDIX A
RATE SHEET



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to fill the Attorney position to the Design Development Review Commission.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** DDRC Memo (PDF)

HISTORY:

12/18/18

Columbia City Council

DEFERRED



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley M. Jenkins

DATE: December 14, 2018

SUBJECT: Design/Development Review Commission

Purpose: The purpose of this commission is to advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas; carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section; plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city; engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city; advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article; advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article; advise the city council in actions of eminent domain taken in furtherance of the purposes of this article; upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.

Composition: This commission is comprised of nine (9) members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to appoint one (1) individual that represents the following: Attorney



We Are Columbia

MEETING DATE: January 8, 2019

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Council is asked to approve the appointment of one (1) individual to the Columbia Housing Authority.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#b:** Memo to Council for CHA (PDF)

HISTORY:

12/04/18	Columbia City Council	DEFERRED
12/18/18	Columbia City Council	DEFERRED



We Are Columbia

TO: Teresa Wilson, City Manager

FROM: Ashley Jenkins

DATE: November 29, 2018

SUBJECT: Housing Authority of the City of Columbia

Purpose: The mission of the Columbia Housing Authority is "to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life". Term – 5 years.

Composition: The board consists of seven (7) members that will include one (1) member who must be a resident of the Housing Authority.

Term for this board is five (5) years with one (1) reappointment.

All appointees must reside in the corporate limits of the city.

Request: Council is asked to appoint one (1) individual