



We Are Columbia

The City Council will conduct a Work Session & Council Meeting at 2:00 p.m. and 6:00 p.m. on Tuesday, February 21, 2017 at City Hall, Council Chambers, 1737 Main Street, 3rd Floor, 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.

ROLL CALL

INVOCATION

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the financial report.

CITY COUNCIL DISCUSSION

2. Federal Legislative Update and Outlook - Mr. Ralph Garboushian, CapitalEdge
3. Business Licensing Legislation - Mr. Kyle Michel, Esq., Michel Law Firm
4. EPA Brownfields Briefing - Mr. Fred Delk, Columbia Development Corporation and Mr. Brian Kvam, Brownfields Program Consultant for Cardno Co. **Withdrawn**

EXECUTIVE SESSION

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

*Zapp
TD Bank Garage
Parking*

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

*Penny Tax Projects
Billboards*



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COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

7. Council is asked to approve the February 7, 2017 Meeting Minutes **Revised**

CONSENT AGENDA ITEMS 8 THROUGH 16

8. Council is asked approve the Purchase of Radios and Accessories, as requested by the Police Department. Award to Motorola Inc., using the SC State Contract in the amount of \$61,624.67. This vendor is located in Blythewood, SC.

Funding Source: FEMA/ Police Department: Radio Equipment 2532402-627800. The original budgeted amount is \$65,000.00.

9. Council is asked to approve a Contract for Citywide Multifunctional Copier Device Services, as requested by the General Services Department. Award to Ricoh USA, Inc., in the amount of \$450,781.20. This company is located in Columbia, SC.

Funding Source: Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200. The original budgeted amount is \$1,050,000.00.

10. Council is asked to ratify the approval of Project SD8446; Emergency Storm Water Improvements on Calhoun Street, as requested by the Procurement and Contracts Department. Award to LAD Corporation in the amount of \$135,399.00. This firm is a certified Local Business Enterprise located in West Columbia, SC.

Funding Source: Engineering Storm Water Improvement - Special Contracts W/S, SW 5511706 - 638305

11. Council is asked to ratify the approval of Project SS737902; Olympia Emergency Sanitary Sewer Repairs at 528 Georgia Street, as requested by the Procurement and Contracts Department. Award to Shady Grove Construction, LLC in the amount of \$378,308. This firm is a certified Local Business Enterprise located in Irmo, SC.

Funding Source: Water Sewer Capital Project-Capital Project Cost/Olympia Sewer at 528 Georgia St. 5529999 - 658650 - SS737902



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12. Council is asked to approve Sanitary Sewer Improvements at Johnson Avenue and Garden Springs Road, as requested by the Engineering Department. Award to LAD Corporation of West Columbia, a Local Business Enterprise in the amount of \$497,673.00. This firm is located in West Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Special Contracts, 5529999-658650/SS740001-658650. The original budgeted amount is \$500,000.00. Ferguson Waterworks of Elgin, SC will receive 6% (\$25,000) of the contract value and Tindall Corporation of Spartanburg, SC will receive 2% (10,000) of the contract value.

13. Council is asked to approve Change Order #1 for Project SS7279; Smith Branch Basin, as requested by the Engineering Department. Award to Layne Inliner in the amount of \$899,925.50. This firm is located in Tucker, Georgia.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. North American Pipeline Management of Marietta, GA, a Women Owned Business Enterprise, is the Protégé and will receive 72% (\$648,228.40) of the change order value. The original budget for this project is \$6,000,000.00 and the original contract amount is \$2,812,562.00. The funding source for this change order will be provided from the original budget for SS7279 Smith Branch Basin. With this change order, the revised contract amount is \$3,712,487.50.

14. Resolution No.: R-2017-002 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 30, 2017
15. Resolution No.: R-2017-004 - Authorizing consumption of beer and wine only at Soda City Crit on Saturday, December 16, 2017
16. Resolution No.: R-2017-021 - 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 26, 2017 with a rain date contingency of September 2, 2017

END CONSENT AGENDA

PRESENTATIONS

17. Young Ambassadors for Justice Program - Deputy Chief Melron Kelly, Columbia Police Department and Miss McKenzie Amaker
18. Columbia World Affairs Council Update - Mr. Dickson Monk, Executive Director of the Columbia World Affairs Council

STAFF REPORT



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19. Busby Street Community Center & Police Training Complex Phase I Project Update - Ms. Dana Higgins, PE, City Engineer and Mr. Bob Probst, AIA, Project Manager
Updated

OTHER MATTERS

20. Fund Balance Allocations **Updated**
21. Little Lake Katherine Dredging Project Funding Request
22. Gills Creek Watershed Association Match Funding Request for Section 319 Grant - The Honorable Daniel J. Rickenmann

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

SUBJECT: Ms. Jan Alonso, Finance Director will be present to answer questions regarding the financial report.

FINANCIAL IMPACT:

ATTACHMENTS:

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

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
December 31, 2016

	BUDGET CURRENT YEAR FY 2016/17	ACTUAL PRIOR YEAR THRU DEC 2015	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE					
1 GENERAL PROPERTY TAX	53,241,097	7,018,182	12,785,593	5,767,411	24.0%
2 LICENSES AND PERMITS	39,654,866	2,559,880	2,377,074	(182,806)	6.0%
3 FROM OTHER AGENCIES	15,037,877	1,849,327	2,754,892	905,565	18.3%
4 CURRENT SERVICE CHARGES	12,359,628	6,031,303	6,279,611	248,308	50.8%
5 FINES & FORFEITURES	1,102,000	462,635	534,710	72,075	48.5%
6 SPECIAL EVENTS	83,900	67,807	68,612	805	81.8%
7 MISCELLANEOUS REVENUE	36,000	22,310	19,173	(3,137)	53.3%
8 INTEREST ON INVESTMENT	100,000	41,996		(41,996)	0.0%
9 RENTS & SALE OF PROPERTY	390,000	133,501	109,548	(23,953)	28.1%
10 TOTAL REVENUE	122,005,368	18,186,941	24,929,213	6,742,272	20.4%
TRANSFERS IN					
12 FROM CAPITAL LEASE PROCEEDS			1,304,296		
13 FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	0	100.0%
14 FROM HOSPITALITY TAX	3,000,000	1,500,000	1,500,000	0	50.0%
15 FROM GO BOND PROCEEDS	8,000,000	1,850,572	1,797,437	(53,135)	22.5%
16 FROM WATER & SEWER OPERATING	2,270,000	2,472,803	1,135,000	(1,337,803)	50.0%
17 FROM PARKING FUND	500,000	250,000	250,000		50.0%
18 FROM HYDRO	0	0		0	0.0%
19 UN-APPROPRIATED SURPLUS	3,659,251				0.0%
20 TOTAL TRANSFERS IN	17,454,251	6,098,375	6,011,733	(86,642)	34.4%
22 TOTAL GEN FUND REV & TRF	139,459,619	24,285,316	30,940,946	6,655,630	22.2%
EXPENDITURES - DEPARTMENTS					
25 LEGISLATIVE - MAYOR & CITY COUNCIL	773,217	381,379	345,034	(36,345)	44.6%
26 ADMINISTRATION - CITY MANAGER	487,993	213,434	223,087	9,653	45.7%
27 ADMINISTRATION - GOV'T AFFAIRS	459,026	219,473	218,780	(693)	47.7%
28 ADMINISTRATION - ACM OPERATIONS	429,318	168,007	164,711	(3,296)	38.4%
29 ADMINISTRATION - ACM-CFO	194,760	88,860	123,907	35,047	63.6%
30 ADMINISTRATION - SR. ASSISTANT CM	331,245	132,905	177,925	45,020	53.7%
31 HUMAN RESOURCES	1,067,334	453,157	438,317	(14,840)	41.1%
32 BUDGET & PROG MGMT OFFICE	381,081	137,241	142,508	5,267	37.4%
33 PUBLIC RELATIONS	598,259	251,357	260,701	9,344	43.6%
34 COUNCIL SUPPORT SERVICES	448,544	210,975	206,628	(4,347)	46.1%
35 LEGAL	1,975,142	1,013,042	765,927	(247,115)	38.8%
36 MUNICIPAL COURT	2,809,503	1,185,053	1,229,294	44,241	43.8%
37 FINANCE	2,025,261	836,916	880,256	43,340	43.5%
38 OFFICE OF BUSINESS OPPORTUNITIES	919,591	350,455	421,039	70,584	45.8%
39 COMMUNITY DEVELOPMENT	307,728	143,368	140,205	(3,163)	45.6%
40 DEVELOPMENT SERVICES	3,584,217	1,484,400	1,483,297	(1,103)	41.4%
41 POLICE	38,567,888	16,389,473	17,844,596	1,455,123	46.3%
42 911 EMERGENCY COMMUNICATIONS	3,062,828	1,310,875	1,335,599	24,724	43.6%
43 FIRE	22,653,780	9,542,904	10,005,649	462,745	44.2%
44 PARKS & RECREATION	12,008,573	5,269,885	5,445,364	175,479	45.3%
45 PUBLIC WORKS	18,976,613	8,385,197	8,459,723	74,526	44.6%
46 GENERAL SRVCS/SUPPORT SERVICES	1,894,475	654,120	676,122	22,002	35.7%
47 INFORMATION TECHNOLOGY	3,911,558	2,341,558	2,096,770	(244,788)	53.6%
48 TOTAL DEPARTMENT	117,867,934	51,164,034	53,085,439	1,921,405	45.0%
EXPEND. - NON-DEPT. & MISC.					
50 COMMUNITY PROMOTION - AGENCIES	524,061	346,783	181,367	(165,416)	34.6%
51 SOLICITOR & DETENTION	815,817	244,412	313,429	69,017	38.4%
52 HOMELESS SERVICES	1,112,332	365,272	351,789	(13,483)	31.6%
53 SPECIAL EMERGENCY RESERVE	0	0	0	0	0.0%
54 DETENTION CENTER PER DIEM	0	0	0	0	0.0%
55 ECONOMIC DEVELOPMENT - RESERVE	28,800	0	61,500	61,500	213.5%
56 NON-DEPARTMENTAL & MISC.	40,000	47,263	9,918	(37,345)	24.8%
57 OFFICE SPACE LEASE	505,000	138,861	208,309	69,448	41.2%
58 CAPITAL LEASE PAYMENT	2,089,871	623,735	928,328	304,593	44.4%
59 OTHER SERVICES AND CHARGES	0	350	3,295	2,945	0.0%
60 TOTAL NON-DEPARTMENTAL	5,115,881	1,766,676	2,057,935	291,259	40.2%
61 TOTAL EXPENDITURES	122,983,815	52,930,710	55,143,374	2,212,664	44.8%
TRANSFERS OUT					
63 TO OTHER FUNDS				0	
64 DEVELOPMENT CORPORATIONS	1,477,553	695,013	738,778	43,765	50.0%
65 TO INTERNAL SERVICE FUNDS	2,203,881	1,067,218	1,160,197	92,979	52.6%
66 TO SPECIAL REVENUES	0	34,513		(34,513)	0.0%
67 TO DEBT SERVICE	5,508,714	3,288,986	2,754,357	(534,629)	50.0%
68 TO GRANTS		860	16,889	16,029	0.0%
69 TO CAPITAL IMPROVEMENTS	409,993	2,282,928	1,312,893	(970,035)	0.0%
70 TO STORM WATER		0		0	0.0%
71 TO CAPITAL REPLACEMENTS	6,875,663	0		0	0.0%
72 TOTAL TRANSFERS OUT	16,475,804	7,369,518	5,983,114	(1,386,404)	36.3%
74 TOTAL GEN FUND EXPEND & TRF	139,459,619	60,300,228	61,126,488	826,260	43.8%
76 TOTAL SURPLUS (DEFICIT)	0	(36,014,912)	(30,185,542)		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
December 31, 2016

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	BUDGET CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL TO BUDGET VARIANCE THRU DEC 2016	% ANNUAL BUDGET	OPEN ENCUMBRANCES THRU DEC 2016
REVENUE							
1 GENERAL PROPERTY TAX	51,826,115	53,241,097	26,620,549	12,785,593	(13,834,956)	24.0%	
2 LICENSES AND PERMITS	36,197,981	39,654,866	19,827,435	2,377,074	(17,450,361)	6.0%	
3 FROM OTHER AGENCIES	13,086,467	15,037,877	7,518,939	2,754,892	(4,764,047)	18.3%	
4 CURRENT SERVICE CHARGES	12,119,990	12,359,628	6,179,814	6,279,611	99,797	50.8%	
5 FINES & FORFEITURES	1,102,000	1,102,000	551,000	534,710	(16,290)	48.5%	
6 SPECIAL EVENTS	83,400	83,900	41,950	68,612	26,662	81.8%	
7 MISCELLANEOUS REVENUE	36,000	36,000	18,000	19,173	1,173	53.3%	
8 INTEREST ON INVESTMENT	75,000	100,000	50,000	0	(50,000)	0.0%	
9 RENTS & SALE OF PROPERTY	290,000	390,000	195,000	109,548	(85,452)	28.1%	
10 TOTAL REVENUE	114,816,953	122,005,368	61,002,687	24,929,213	(36,073,474)	20.4%	
TRANSFERS IN							
11 FROM CAPITAL LEASE PROCEEDS	0	0	0	1,304,296			
12 FROM ACCOMMODATIONS TAX	25,000	25,000	12,500	25,000	12,500	100.0%	
13 FROM HOSPITALITY TAX	3,000,000	3,000,000	1,500,000	1,500,000	0	50.0%	
14 FROM GO BOND PROCEEDS	5,000,000	8,000,000	4,000,000	1,797,437	(2,202,563)	22.5%	
15 FROM WATER & SEWER OPERATING	4,945,605	2,270,000	1,135,000	1,135,000	0	50.0%	
16 FROM PARKING FUND	500,000	500,000	250,000	250,000	0	50.0%	
17 FROM HYDRO	0	0	0	0	0	0.0%	
18 UN-APPROPRIATED SURPLUS	3,704,324	3,659,251	1,829,626	0	(1,829,626)	0.0%	
19 TOTAL TRANSFERS IN	17,174,929	17,454,251	8,727,126	6,011,733	(2,715,393)	34.4%	
20 TOTAL GEN FUND REV & TRF	131,991,882	139,459,619	69,729,813	30,940,946	(38,788,867)	22.2%	
EXPENDITURES - DEPARTMENTS							
21 LEGISLATIVE - MAYOR & CITY COUNCIL	794,402	773,217	386,609	345,034	(41,575)	44.6%	17,931
22 ADMINISTRATION - CITY MANAGER	494,521	487,993	243,998	223,087	(20,911)	45.7%	-
23 ADMINISTRATION - GOV'T AFFAIRS	458,207	459,026	229,516	218,780	(10,736)	47.7%	79,070
24 ADMINISTRATION - ACM OPERATION	373,923	429,318	214,664	164,711	(49,953)	38.4%	47,132
25 ADMINISTRATION - ACM-CFO	191,254	194,760	97,381	123,907	26,526	63.6%	21,260
26 ADMINISTRATION - SR. ASSISTANT CM	309,177	331,245	165,626	177,925	12,299	53.7%	2,579
27 HUMAN RESOURCES	998,051	1,067,334	533,670	438,317	(95,353)	41.1%	650
28 BUDGET & PROG MGMT OFFICE	357,293	381,081	190,542	142,508	(48,034)	37.4%	2,560
29 PUBLIC RELATIONS	615,691	598,259	299,133	260,701	(38,432)	43.6%	30,113
30 COUNCIL SUPPORT SERVICES	555,042	448,544	224,274	206,628	(17,646)	46.1%	5,512
31 LEGAL	1,904,067	1,975,142	987,573	765,927	(221,646)	38.8%	67,135
32 MUNICIPAL COURT	2,686,612	2,809,503	1,404,758	1,229,294	(175,464)	43.8%	64,915
33 FINANCE	1,878,235	2,025,261	1,012,636	880,256	(132,380)	43.5%	15,207
34 OFFICE OF BUSINESS OPPORTUNITIES	783,223	919,591	459,798	421,039	(38,759)	45.8%	15,730
35 COMMUNITY DEVELOPMENT	320,919	307,728	153,868	140,205	(13,663)	45.6%	-
36 DEVELOPMENT SERVICES	3,640,790	3,584,217	1,792,109	1,483,297	(308,812)	41.4%	171,827
37 POLICE	37,344,860	38,567,888	19,283,960	17,844,596	(1,439,364)	46.3%	1,355,407
38 911 EMERGENCY COMMUNICATIONS	3,320,452	3,062,828	1,531,417	1,335,599	(195,818)	43.6%	11,304
39 FIRE	21,990,263	22,653,780	11,326,923	10,005,649	(1,321,274)	44.2%	547,654
40 PARKS & RECREATION	11,443,188	12,008,573	6,004,300	5,445,364	(558,936)	45.3%	310,180
41 PUBLIC WORKS	20,500,212	18,976,613	9,488,369	8,459,723	(1,028,646)	44.6%	317,572
42 GENERAL SRVCS/SUPPORT SERVICES	1,758,543	1,894,475	947,240	676,122	(271,118)	35.7%	301,620
43 INFORMATION TECHNOLOGY	3,648,999	3,911,558	1,955,784	2,096,770	140,986	53.6%	178,547
44 TOTAL DEPARTMENT	116,367,924	117,867,934	58,934,148	53,085,439	(5,848,709)	45.0%	3,563,903
EXPEND. - NON-DEPT. & MISC.							
45 COMMUNITY PROMOTION - AGENCIES	520,000	524,061	262,031	181,367	(80,664)	34.6%	37,357
46 SOLICITOR'S OFFICE	490,817	815,817	407,910	313,429	(94,481)	38.4%	-
47 HOMELESS SERVICES	1,045,583	1,112,332	556,167	351,789	(204,378)	31.6%	620,703
48 SPECIAL EMERGENCY RESERVE	0	0	0	0	0	0.0%	-
49 DETENTION CENTER PER DIEM	275,000	0	0	0	0	0.0%	-
50 ECONOMIC DEVELOPMENT RESERVE	75,000	28,800	14,400	61,500	47,100	213.5%	-
51 NON-DEPARTMENTAL & MISC.	189,741	40,000	20,000	9,918	(10,082)	24.8%	-
52 OFFICE SPACE LEASE	505,000	505,000	252,500	208,309	(44,191)	41.2%	261,303
53 CAPITAL LEASE PAYMENT	0	2,089,871	1,044,936	928,328	(116,608)	44.4%	-
54 OTHER SERVICES AND CHARGES	0	0	0	3,295	3,295	0.0%	-
55 TOTAL NON-DEPARTMENTAL	3,101,141	5,115,881	2,557,943	2,057,935	(500,008)	40.2%	919,362
56 TOTAL EXPENDITURES	119,469,065	122,983,815	61,492,091	55,143,374	(6,348,717)	44.8%	4,483,266
TRANSFERS OUT							
57 TO OTHER FUNDS							
58 DEVELOPMENT CORPORATIONS	1,390,025	1,477,553	738,778	738,778	1	50.0%	-
59 TO INTERNAL SERVICE FUNDS	2,093,285	2,203,881	1,101,942	1,160,197	58,256	52.6%	
60 TO SPECIAL REVENUES	0	0	0	0	0	0.0%	
61 TO DEBT SERVICE	6,577,973	5,508,714	2,754,358	2,754,357	(1)	50.0%	
62 TO GRANTS	0	0	0	16,889	16,889	0.0%	
63 TO CAPITAL IMPROVEMENTS	465,000	409,993	204,997	1,312,893	1,107,897	0.0%	
64 TO STORM WATER	0	0	0	0	0	0.0%	
65 TO CAPITAL REPLACEMENTS	1,996,535	6,875,663	3,437,832	0	(3,437,832)	0.0%	
66 TOTAL TRANSFERS OUT	12,522,818	16,475,804	8,237,905	5,983,114	(2,254,791)	36.3%	
67 TOTAL GEN FUND EXPEND & TRF	131,991,883	139,459,619	69,729,996	61,126,488	(8,603,508)	43.8%	
68 TOTAL SURPLUS (DEFICIT)	(1)	0	(183)	(30,185,542)			

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance
 As of 12/31/2016

UNAUDITED

	ACTUAL PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	ACTUAL PRIOR YEAR THRU DEC 2015	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 TAXES	10,848,556	10,795,200	5,157,253	5,637,129	479,876	52.2%
2 LICENSES AND PERMITS	0	0	0	(10)	(10)	0.0%
3 INTEREST	4,841	0	2,692	0	(2,692)	0.0%
4 UNAPPROPRIATED SURPLUS	0	330,918	0	0	0	0.0%
5 TOTAL HOSP FUND REVENUE	10,853,397	11,126,118	5,159,945	5,637,119	477,174	50.7%
6						
7 EXPEND. - NON-DEPT & MISC.						
8 CITY COUNCIL LINE ITEM AG.	2,471,257	2,696,257	1,371,662	1,401,915	30,253	52.0%
9 HOSPITALITY TAX	3,217,800	2,829,218	1,345,164	1,280,245	(64,919)	45.3%
10 SPECIAL PROJECTS	0	0	0	0	0	0.0%
11 TOTAL NON-DEPARTMENTAL	5,689,057	5,525,475	2,716,826	2,682,160	(34,666)	48.5%
12 TOTAL EXPENDITURES	5,689,057	5,525,475	2,716,826	2,682,160	34,666	48.5%
13 TRANSFERS OUT						
14 TO GENERAL FUND	3,000,000	3,000,000	1,500,000	1,500,000	0	50.0%
15 TO DEBT SERVICE	2,595,547	2,600,643	1,297,773	1,300,322	2,549	50.0%
16 TOTAL TRANSFERS OUT	5,595,547	5,600,643	2,797,773	2,800,322	2,549	50.0%
17						
18 TOTAL HOSP FUND EXP & TRF	11,284,604	11,126,118	5,514,599	5,482,482	32,117	49.3%
19						
20						
21 TOTAL SURPLUS (DEFICIT)	(431,207)	-	(354,654)	154,637		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 12/31/2016

UNAUDITED

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	BUDGET CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL TO BUDGET VARIANCE THRU DEC 2016	% ANNUAL BUDGET	OPEN ENCUMBRANCES THRU DEC 2016
REVENUE							
1 TAXES	10,414,760	10,795,200	5,397,600	5,637,129	239,529	52.2%	0
2 LICENSES AND PERMITS				(10)	(10)	0.0%	1
3 INTEREST	0	0	0	0	0	0.0%	0
4 UNAPPROPRIATED SURPLUS	839,688	330,918	165,459	0	(165,459)	0.0%	0
5 TOTAL HOSP FUND REVENUE	11,254,448	11,126,118	5,563,059	5,637,119	74,060	50.7%	1
EXPEND. - NON-DEPT & MISC.							
8 CITY COUNCIL LINE ITEM AG.	2,525,057	2,696,257	1,348,129	1,401,915	0	52.0%	0
9 HOSPITALITY TAX	3,108,844	2,829,218	1,414,611	1,280,245	(134,366)	45.3%	0
10 SPECIAL PROJECTS	25,000	0	0	0	0	0.0%	0
11 TOTAL NON-DEPARTMENTAL	5,658,901	5,525,475	2,762,740	2,682,160	(134,366)	48.5%	0
12 TOTAL EXPENDITURES	5,658,901	5,525,475	2,762,740	2,682,160	80,580	48.5%	-
TRANSFERS OUT							
14 TO GENERAL FUND	3,000,000	3,000,000	1,500,000	1,500,000	0	50.0%	0
15 TO DEBT SERVICE	2,595,547	2,600,643	1,300,322	1,300,322	1	50.0%	0
16 TOTAL TRANSFERS OUT	5,595,547	5,600,643	2,800,322	2,800,322	1	50.0%	-
17							
18 TOTAL HOSP FUND EXP & TRF	11,254,448	11,126,118	5,563,062	5,482,482	80,580	49.3%	-
19							
20							
21 TOTAL SURPLUS (DEFICIT)	-	-	(3)	154,637			

City of Columbia
 Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
 As of 12/31/16

UNAUDITED

	ACTUAL PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	ACTUAL PRIOR YEAR THRU DEC 2015	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 CURRENT SERVICE CHARGES	5,314,516	5,263,150	2,361,089	2,701,359	340,270	51.3%
2 FINES & FORFEITURES	1,761,771	2,000,000	825,829	822,093	(3,736)	41.1%
3 MISCELLANEOUS REVENUE	256	0	179,374	0	(179,374)	0.0%
4 INTEREST ON INVESTMENT	122,541	60,000	39,602	17,001	(22,601)	28.3%
5 RENTS & SALE OF PROPERTY	109,755	108,675	55,418	56,980	1,562	52.4%
6 UNAPPROPRIATED SURPLUS	0	816,683	0	0	0	0.0%
7 TOTAL REVENUE	7,308,839	8,248,508	3,461,312	3,597,433	136,121	43.6%
<u>TRANSFERS IN</u>						
9 FROM CORE CAMPUS REIMBURSEMENT	179,173	0	0	0	0	0.0%
10 FROM SCANA REBATE	0	0	0	0	0	0.0%
11 TOTAL TRANSFERS IN	179,173	0	0	0	0	0.0%
12						
13 TOTAL PARKING REV & TRF	7,488,012	8,248,508	3,461,312	3,597,433	136,121	43.6%
<u>EXPENDITURES - DEPARTMENTS</u>						
16 FINANCE	127,790	131,963	61,515	63,685	2,170	48.3%
17 PUBLIC WORKS	71,263	97,991	32,723	37,329	4,606	38.1%
18 PARKING OPERATIONS	1,340,640	1,466,755	600,959	641,193	40,234	43.7%
19 PARKING FACILITIES	1,603,475	1,551,611	706,400	786,910	80,510	50.7%
20 PARKING ADMINISTRATION	616,442	688,140	262,031	281,490	19,459	40.9%
21 TOTAL DEPARTMENT	3,759,610	3,936,460	1,663,628	1,810,607	146,979	46.0%
<u>EXPEND. - NON-DEPART & MISC.</u>						
23 DEBT SERVICE	1,743,167	2,813,548	891,465	865,776	(25,689)	30.8%
24 DEPRECIATION	1,567,720	0	0	0	0	0.0%
25 TUITION REIMBURSEMENT	0	5,000	0	0	0	0.0%
26 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
27 RESERVE	0	10,000	0	0	0	0.0%
28 NON DEPARTMENTAL ADMINISTRATIVE	17,296	0	0	0	0	0.0%
29 NON DEPARTMENTAL BAD DEBT	18,089	0	0	(4,574)	(4,574)	0.0%
30 TOTAL NON-DEPARTMENTAL	3,346,272	2,828,548	891,465	861,202	(30,263)	30.4%
31 TOTAL EXPENDITURES	7,105,882	6,765,008	2,555,093	2,671,809	116,716	39.5%
<u>TRANSFERS OUT</u>						
33 TO GENERAL FUND	500,000	500,000	250,000	250,000	0	50.0%
34 TO PARKING PROJECTS	0	693,500	0	0	0	0.0%
35 TO RISK MANAGEMENT	100,000	120,000	50,000	60,000	10,000	50.0%
36 TO CENTRAL STORES	36,340	0	0	0	0	0.0%
37 TO GENERAL ADMIN INFO TECH	140,112	150,000	70,056	75,000	4,944	50.0%
38 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
39 TO WORKER'S COMP	62,663	0	0	0	0	0.0%
40 TO PURCHASING	26,634	20,000	14,164	3,067	(11,097)	15.3%
41 TO CAPITAL REPLACEMENT	46,355	0	0	0	0	0.0%
42 TO GENERAL TORT	18,365	0	0	0	0	0.0%
43 TOTAL TRANSFERS OUT	930,469	1,483,500	384,220	388,067	3,847	26.16%
44						
45 TOTAL PARKING EXP & TRF	8,036,351	8,248,508	2,939,313	3,059,876	120,563	37.1%
46						
47 TOTAL SURPLUS (DEFICIT)	(548,339)	0	521,999	537,557		

City of Columbia
 Parking Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 12/31/16

UNAUDITED

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	BUDGET CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL TO BUDGET VARIANCE THRU DEC 2016	% ANNUAL BUDGET	OPEN ENCUMBRANCES THRU DEC 2016
REVENUE							
1 CURRENT SERVICE CHARGES	5,009,650	5,263,150	2,631,575	2,701,359	69,784	51.3%	0
2 FINES & FORFEITURES	2,100,000	2,000,000	1,000,000	822,093	(177,907)	41.1%	0
3 MISCELLANEOUS REVENUE	0	0	0	0	0	0.0%	0
4 INTEREST ON INVESTMENT	60,000	60,000	30,000	17,001	(12,999)	28.3%	0
5 RENTS & SALE OF PROPERTY	104,850	108,675	54,338	56,980	2,642	52.4%	0
6 UNAPPROPRIATED SURPLUS	0	816,683	408,342	0	(408,342)	0.0%	1
7 TOTAL REVENUE	7,274,500	8,248,508	4,124,255	3,597,433	(526,822)	43.6%	1
TRANSFERS IN							
9 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%	0
10 FROM SCANA REBATE	0	0	0	0	0	0.0%	0
11 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%	0
12							
13 TOTAL PARKING REV & TRF	7,274,500	8,248,508	4,124,255	3,597,433	(526,822)	43.6%	1
EXPENDITURES - DEPARTMENTS							
16 FINANCE	126,550	131,963	65,983	63,685	(2,298)	48.3%	0
17 PUBLIC WORKS	81,520	97,991	49,001	37,329	(11,672)	38.1%	1,716
18 PARKING OPERATIONS	1,306,628	1,466,755	733,379	641,193	(92,186)	43.7%	28,967
19 PARKING FACILITIES	1,501,962	1,551,611	775,810	786,910	11,100	50.7%	65,922
20 PARKING ADMINISTRATION	549,315	688,140	344,072	281,490	(62,582)	40.9%	52,877
21 TOTAL DEPARTMENT	3,565,975	3,936,460	1,968,245	1,810,607	(157,638)	46.0%	149,482
EXPEND. - NON-DEPART & MISC.							
22					0		
23 DEBT SERVICE	2,811,413	2,813,548	1,406,774	865,776	(540,998)	30.8%	0
24 DEPRECIATION	0	0	0	0	0	0.0%	0
25 TUITION REIMBURSEMENT	5,000	5,000	2,500	0	(2,500)	0.0%	0
26 EMPLOYEE PAY RAISES	142,000	0	0	0	0	0.0%	0
27 RESERVE	10,000	10,000	5,000	0	(5,000)	0.0%	0
28 NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0	0.0%	0
29 NON DEPARTMENTAL BAD DEBT	0	0	0	(4,574)	(4,574)	0.0%	0
30 TOTAL NON-DEPARTMENTAL	2,968,413	2,828,548	1,414,274	861,202	(553,072)	30.4%	0
31 TOTAL EXPENDITURES	6,534,388	6,765,008	3,382,519	2,671,809	(710,710)	39.5%	149,482
TRANSFERS OUT							
33 TO GENERAL FUND	500,000	500,000	250,000	250,000	0	50.0%	0
34 TO PARKING PROJECTS	0	693,500	346,750	0	0	0.0%	0
35 TO RISK MANAGEMENT	100,000	120,000	60,000	60,000	0	50.0%	0
36 TO CENTRAL STORES	0	0	0	0	0	0.0%	0
37 TO GENERAL ADMIN INFO TECH	140,112	150,000	75,000	75,000	0	50.0%	0
38 TO HEALTH INSURANCE	0	0	0	0	0	0.0%	0
39 TO WORKER'S COMP	0	0	0	0	0	0.0%	0
40 TO PURCHASING	0	20,000	10,000	3,067	(6,933)	15.3%	0
41 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%	0
42 TO GENERAL TORT	0	0	0	0	0	0.0%	0
43 TOTAL TRANSFERS OUT	740,112	1,483,500	741,750	388,067	(6,933)	26.2%	0
44							
45 TOTAL PARKING EXP & TRF	7,274,500	8,248,508	4,124,269	3,059,876	(1,064,393)	37.1%	149,482
46							
47 TOTAL SURPLUS (DEFICIT)	0	0	(14)	537,557			

City of Columbia
 Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
 As of 12/31/2016

As of 12/31/2016		UNAUDITED					
		ACTUAL PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	ACTUAL PRIOR YEAR THRU DEC 2015	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE							
1	INTERGOVERNMENTAL REVENUES	8,622,840	0	8,606,581	10,407	(8,596,174)	0.0%
2	CHARGES FOR SERVICES	132,470,996	141,805,000	71,269,271	73,705,270	2,435,999	52.0%
3	FINES & FORFEITURES	797,379	300,000	409,601	357,281	(52,320)	119.1%
4	MISCELLANEOUS REVENUE	46,865	10,000	51,579	1,233	(50,346)	12.3%
5	INTEREST REVENUES	2,223,742	950,000	562,632	78,756	(483,876)	8.3%
6	RENTS & SALE OF PROPERTY	543,910	150,000	69,547	59,733	(9,814)	39.8%
7	CONTRIBUTIONS	7,447,936	0	8,100	0	(8,100)	0.0%
8	TOTAL REVENUE	152,153,668	143,215,000	80,977,311	74,212,680	(6,764,631)	51.8%
TRANSFERS IN							
10	FROM OTHER FUNDS	1,450	0	0	0	0	0.0%
11	UNAPPROPRIATED SURPLUS	0	223,215	0	0	0	0.0%
12	TOTAL TRANSFERS IN	1,450	223,215	0	0	0	0.0%
14	TOTAL WATER/SEWER REV & TRF	152,155,118	143,438,215	80,977,311	74,212,680	(6,764,631)	51.7%
EXPENDITURES - DEPARTMENTS							
17	FINANCE	4,331,581	6,695,455	1,961,623	1,958,608	(3,015)	29.3%
18	ECONOMIC & COMM DEV	1,108,818	1,175,484	392,418	577,907	185,489	49.2%
19	POLICE	610,168	629,778	260,578	336,299	75,721	53.4%
20	FIRE	489,202	490,207	222,232	223,066	834	45.5%
21	PUBLIC WORKS	767,349	1,338,058	340,363	478,663	138,300	35.8%
22	GENERAL SRVCS/SUPPORT SERVICES	1,455,248	1,788,764	604,969	729,710	124,741	40.8%
23	INFORMATION TECHNOLOGY	380,068	620,540	191,571	207,954	16,383	33.5%
24	ENGINEERING:ADMINISTRATION	1,440,705	1,567,106	657,246	731,018	73,772	46.6%
25	ENGINEERING:GENERAL SERVICES	1,754,654	3,136,325	792,210	605,637	(186,573)	19.3%
26	WATER CUSTOMER SERVICE	3,341,966	3,438,551	1,507,099	1,613,758	106,659	46.9%
27	WATER DISTRIBUTION & MAINTENANCE	9,455,481	11,330,917	4,291,464	4,749,170	457,706	41.9%
28	WASTEWATER MAINTENANCE	10,328,212	13,111,874	3,566,400	3,843,425	277,025	29.3%
29	COLUMBIA CANAL WTP	6,112,904	7,215,206	2,670,317	2,721,656	51,339	37.7%
30	LAKE MURRAY WTP	5,728,607	7,174,116	2,584,221	2,842,566	258,345	39.6%
31	METRO WWTP	14,500,411	19,201,107	5,672,314	5,841,236	168,922	30.4%
32	WATER MAINTENANCE PROJECTS	0	0	80,780	0	(80,780)	0.0%
33	SEWER MAINTENANCE PROJECTS	0	0	0	0	0	0.0%
34	WATER SYSTEMS IMPROVEMENTS	1,913,074	2,976,226	896,043	905,002	8,959	30.4%
35	WASTEWATER SYSTEMS IMPROVEMENTS	1,290,059	1,505,794	594,032	652,025	57,993	43.3%
36	CONSTRUCT MGMT-WASTEWATER IMPROVEMENTS	21	0	0	0	0	0.0%
37	REAL ESTATE WATER	234,413	262,625	102,991	112,608	9,617	42.9%
38	REAL ESTATE WASTE	222,887	229,574	100,904	109,223	8,319	47.6%
39	WATER/SEWER IMPROVEMENTS	4,075,823	0	0	0	0	0.0%
40	TOTAL DEPARTMENT	69,541,651	83,887,707	27,489,775	29,239,531	1,749,756	34.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.							
42	DEBT SERVICE	14,524,189	31,030,000	9,802,723	8,934,238	(868,485)	28.8%
43	DEPRECIATION	35,411,576	0	0	0	0	0.0%
44	TUITION REIMBURSEMENT	5,750	35,000	1,000	3,750	2,750	10.7%
45	TECHNOLOGY CONTINGENCY	86,773	503,039	0	15,134	15,134	3.0%
46	EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
47	EMPLOYEE TRAINING	50,000	50,000	0	0	0	0.0%
48	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	25,000	53,500	28,500	68.2%
49	RESERVE	0	3,217,000	0	0	0	0.0%
50	ADMINISTRATIVE	229,915	0	0	0	0	0.0%
51	NON-DEPARTMENTAL BAD DEBT	1,590,092	300,000	4,898	223	(4,675)	0.1%
52	TOTAL NON-DEPARTMENTAL	51,976,795	35,213,539	9,833,621	9,006,845	(826,776)	25.6%
54	TOTAL EXPENDITURES	121,518,446	119,101,246	37,323,396	38,246,376	922,980	32.1%
TRANSFERS OUT							
57	TO GENERAL FUND	4,945,605	0	2,472,803	1,135,000	(1,337,803)	0.0%
58	TO FEMA GRANT	0	10,000,000	0	0	0	0.0%
59	TO CAPITAL PROJECTS FUND	140,000	0	0	0	0	0.0%
60	TO WATER/SEWER IMPROVEMENTS	0	13,231,969	0	0	0	0.0%
61	TO RISK MANAGEMENT	500,000	500,000	250,000	250,000	0	50.0%
62	TO GENERAL TORT	249,695	0	0	0	0	0.0%
63	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
64	TO WORKER'S COMP	851,980	0	0	0	0	0.0%
65	TO CENTRAL STORES	494,091	130,000	75,000	0	(75,000)	0.0%
66	TO GEN ADM INFO TECH	454,733	475,000	227,366	237,500	10,134	50.0%
67	TO PURCHASING	401,814	0	177,438	318,774	141,336	0.0%
68	TO CAPITAL REPLACEMENT	630,245	0	0	0	0	0.0%
69	TOTAL TRANSFERS OUT	8,668,163	24,336,969	3,202,607	1,941,274	(1,261,333)	8.0%
71	TOTAL WATER/SEWER EXP & TRF	130,186,609	143,438,215	40,526,003	40,187,650	(338,353)	28.0%
74	TOTAL SURPLUS (DEFICIT)	21,968,509	0	40,451,308	34,025,030		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
As of 12/31/2016

As of 12/31/2016		UNAUDITED						
		BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	BUDGET CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL TO BUDGET VARIANCE THRU DEC 2016	% ANNUAL BUDGET	OPEN ENCUMBRANCES THRU DEC 2016
REVENUE								
1	INTERGOVERNMENTAL REVENUES	0	0	0	10,407	10,407	0.0%	
2	CHARGES FOR SERVICES	132,380,145	141,805,000	70,902,500	73,705,270	2,802,770	52.0%	
3	FINES & FORFEITURES	300,000	300,000	150,000	357,281	207,281	119.1%	
4	MISCELLANEOUS REVENUE	10,000	10,000	5,000	1,233	(3,767)	12.3%	
5	INTEREST REVENUES	950,000	950,000	475,000	78,756	(396,244)	8.3%	
6	RENTS & SALE OF PROPERTY	140,000	150,000	75,000	59,733	(15,267)	39.8%	
7	CONTRIBUTIONS	0	0	0	0	0	0.0%	
8	TOTAL REVENUE	133,780,145	143,215,000	71,607,500	74,212,680	2,605,180	51.8%	
TRANSFERS IN								
10	FROM OTHER FUNDS	0	0	0	0	0	0.0%	
11	UNAPPROPRIATED SURPLUS	48,681	223,215	111,608	0	(111,608)	0.0%	
12	TOTAL TRANSFERS IN	48,681	223,215	111,608	0	(111,608)	0.0%	
14	TOTAL WATER/SEWER REV & TRF	133,828,826	143,438,215	71,719,108	74,212,680	2,493,572	51.7%	
EXPENDITURES - DEPARTMENTS								
17	FINANCE	6,344,644	6,695,455	3,347,733	1,958,608	(1,389,125)	29.3%	671,632
18	ECONOMIC & COMM DEV	1,212,213	1,175,484	587,744	577,907	(9,837)	49.2%	173,152
19	POLICE	619,719	629,778	314,892	336,299	21,407	53.4%	0
20	FIRE	461,997	490,207	245,105	223,066	(22,039)	45.5%	0
21	PUBLIC WORKS	1,477,031	1,338,058	669,033	478,663	(190,370)	35.8%	25,512
22	GENERAL SRVCS/SUPPORT SERVICES	1,647,279	1,788,764	894,385	729,710	(164,675)	40.8%	222,199
23	INFORMATION TECHNOLOGY	483,363	620,540	310,271	207,954	(102,317)	33.5%	47,124
24	ENGINEERING-ADMINISTRATION	1,387,675	1,567,106	783,558	731,018	(52,540)	46.6%	30,887
25	ENGINEERING-GENERAL SERVICES	3,443,642	3,136,325	1,568,168	605,637	(962,531)	19.3%	1,324,621
26	WATER CUSTOMER SERVICE	3,208,852	3,438,551	1,719,277	1,613,758	(105,519)	46.9%	16,140
27	WATER DISTRIBUTION & MAINTENANCE	10,536,566	11,330,917	5,665,461	4,749,170	(916,291)	41.9%	1,201,413
28	WASTEWATER MAINTENANCE	12,738,063	13,111,874	6,555,943	3,843,425	(2,712,518)	29.3%	1,468,767
29	COLUMBIA CANAL WTP	6,843,828	7,215,206	3,607,605	2,721,656	(885,949)	37.7%	2,277,215
30	LAKE MURRAY WTP	6,584,739	7,174,116	3,587,064	2,842,566	(744,498)	39.6%	1,563,054
31	METRO WWTP	18,761,263	19,201,107	9,600,557	5,841,236	(3,759,321)	30.4%	5,200,237
32	WATER MAINTENANCE PROJECTS	0	0	0	0	0	0.0%	0
33	SEWER MAINTENANCE PROJECTS	0	0	0	0	0	0.0%	(1)
34	WATER SYSTEMS IMPROVEMENTS	2,166,914	2,976,226	1,488,122	905,002	(583,120)	30.4%	3,849
35	WASTEWATER SYSTEMS IMPROVEMENTS	1,571,482	1,505,794	752,902	652,025	(100,877)	43.3%	1,089
36	CONSTRUCTION MANAGEMENT-WASTEWATER IMP	0	0	0	0	0	0.0%	
37	REAL ESTATE WATER	231,117	262,625	131,315	112,608	(18,707)	42.9%	112
38	REAL ESTATE WASTE	218,383	229,574	114,789	109,223	(5,566)	47.6%	69
39	WATER/SEWER IMPROVEMENTS	0	0	0	0	0	0.0%	0
40	TOTAL DEPARTMENT	79,938,770	83,887,707	41,943,924	29,239,531	(12,704,393)	34.9%	14,227,069
EXPENDITURES - NON-DEPARTMENTAL & MISC.								
42	DEBT SERVICE	29,006,859	31,030,000	15,515,001	8,934,238	(6,580,763)	28.8%	0
43	DEPRECIATION	0	0	0	0	0	0.0%	0
44	TUITION REIMBURSEMENT	35,000	35,000	17,500	3,750	(13,750)	10.7%	0
45	TECHNOLOGY CONTINGENCY	256,143	503,039	251,520	15,134	(236,386)	3.0%	17,219
46	EMPLOYEE PAY RAISES	1,000,000	0	0	0	0	0.0%	0
47	EMPLOYEE TRAINING	50,000	50,000	25,000	0	(25,000)	0.0%	0
48	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	39,250	53,500	14,250	68.2%	0
49	RESERVE	0	3,217,000	1,608,500	0	(1,608,500)	0.0%	0
50	ADMINISTRATIVE	0	0	0	0	0	0.0%	
51	NON-DEPARTMENTAL BAD DEBT	631,000	300,000	150,000	223	(149,777)	0.1%	0
52	TOTAL NON-DEPARTMENTAL	31,057,502	35,213,539	17,606,771	9,006,845	(8,599,926)	25.6%	17,219
54	TOTAL EXPENDITURES	110,996,272	119,101,246	59,550,695	38,246,376	(21,304,319)	32.1%	14,244,287
TRANSFERS OUT								
57	TO GENERAL FUND	2,675,605	0	0	1,135,000	1,135,000	0.0%	
58	TO FEMA GRANT	0	10,000,000	5,000,000	0			
59	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%	
60	TO WATER/SEWER IMPROVEMENTS	19,052,216	13,231,969	6,615,985	0	(6,615,985)	0.0%	
61	TO RISK MANAGEMENT	500,000	500,000	250,000	250,000	0	50.0%	
62	TO GENERAL TORT	0	0	0	0			
63	TO HEALTH INSURANCE	0	0	0	0			
64	TO WORKER'S COMP	0	0	0	0			
65	TO CENTRAL STORES	150,000	130,000	65,000	0	(65,000)	0.0%	
66	TO GEN ADM INFO TECH	454,733	475,000	237,500	237,500	0	50.0%	
67	TO PURCHASING	0	0	0	318,774	318,774	0.0%	
68	TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%	
69	TOTAL TRANSFERS OUT	22,832,554	24,336,969	12,168,485	1,941,274	(5,227,211)	8.0%	
71	TOTAL WATER/SEWER EXP & TRF	133,828,826	143,438,215	71,719,180	40,187,650	(26,531,530)	28.0%	14,244,287
74	TOTAL SURPLUS (DEFICIT)	0	0	(72)	34,025,030			

City of Columbia

Stormwater Summary - Revenue & Expenditures - Current to Prior Year Variance

As of 12/31/2016

UNAUDITED

	ACTUAL PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	ACTUAL PRIOR YEAR THRU DEC 2015	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 CHARGES FOR SERVICES	7,299,251	7,135,000	3,660,587	3,720,093	59,506	52.1%
2 FINES & FORFEITURES	0	0	0	0	0	0.0%
3 MISCELLANEOUS REVENUES	75,000	0	75,000	0	(75,000)	0.0%
4 INTEREST REVENUES	164,995	100,000	42,201	0	(42,201)	0.0%
5 RENTS & SALE OF PROPERTY	19,336	0	0	9,378	9,378	0.0%
6 INTERGOVERNMENTAL REVENUES	100,000	0	100,000	0	(100,000)	0.0%
7 TOTAL REVENUE	7,658,582	7,235,000	3,877,788	3,729,471	(148,317)	51.5%
<u>TRANSFERS IN</u>						
9 FROM GENERAL FUND	0	0	0	0	0	0.0%
10 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
12 TOTAL STORMWATER REV & TRF	7,658,582	7,235,000	3,877,788	3,729,471	(148,317)	51.5%
<u>EXPENDITURES - DEPARTMENTS</u>						
15 STREETS:STORM DRAIN MAINTENANCE	1,480,416	2,101,158	654,288	754,083	99,795	35.9%
16 SOLID WASTE STREET SWEEPING	778,897	1,246,811	354,122	394,178	40,056	31.6%
17 STORM WATER:OPERATIONS	11,661	0	11,345	41	(11,304)	0.0%
18 STORM WATER:ENGINEERING	1,882,375	2,261,223	674,148	675,594	1,446	29.9%
19 REAL ESTATE STORM WATER	89,099	90,799	40,440	44,067	3,627	48.5%
20 STORM DRAIN MAINTENANCE	282,740	0	108,908	0	(108,908)	0.0%
21 PROPERTY ACQUISITION	13,802	0	0	9,906	9,906	0.0%
22 STORM DRAIN IMPROVEMENTS	0	0	0	0	0	0.0%
23 TOTAL DEPARTMENT	4,538,990	5,699,991	1,843,251	1,877,869	34,618	32.9%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
25 DEPRECIATION	1,031,602	0	0	0	0	0.0%
26 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
27 ADMINISTRATIVE	17,613	0	0	0	0	0.0%
28 BAD DEBT EXPENSE	1,936	0	0	0	0	0.0%
29 TOTAL NON-DEPARTMENTAL	1,051,151	0	0	0	0	0.0%
31 TOTAL EXPENDITURES	5,590,141	5,699,991	1,843,251	1,877,869	34,618	32.9%
<u>TRANSFERS OUT</u>						
34 TO STORM WATER IMPROVEMENTS	0	1,535,009	0	0	0	0.0%
35 TO USDA GRANT	0	0	0	291,919	291,919	0.0%
36 TO GENERAL TORT	18,782	0	0	0	0	0.0%
37 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
38 TO WORKER'S COMP	64,087	0	0	0	0	0.0%
39 TO CENTRAL STORES	37,166	0	0	0	0	0.0%
40 TO CAPITAL REPLACEMENT	47,408	0	0	0	0	0.0%
41 TO CAPITAL PROJECT FUND	0	0	0	0	0	0.0%
42 TOTAL TRANSFERS OUT	0	1,535,009	0	291,919	291,919	19.0%
44 TOTAL STORMWATER EXP & TRF	5,590,141	7,235,000	1,843,251	2,169,788	326,537	30.0%
47 TOTAL SURPLUS (DEFICIT)	2,068,441	0	2,034,537	1,559,683		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 12/31/2016

		UNAUDITED					
		BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2016/17	BUDGET CURRENT YEAR THRU DEC 2016	ACTUAL CURRENT YEAR THRU DEC 2016	ACTUAL TO BUDGET VARIANCE THRU DEC 2016	OPEN ENCUMBRANCES THRU DEC 2016
						% ANNUAL BUDGET	
REVENUE							
1	CHARGES FOR SERVICES	6,939,000	7,135,000	3,567,500	3,720,093	152,593	52.1%
2	FINES & FORFEITURES	15,000	0	0	0	0	0.0%
3	MISCELLANEOUS REVENUES	0	0	0	0	0	0.0%
4	INTEREST REVENUES	150,000	100,000	50,000	0	(50,000)	0.0%
5	RENTS & SALE OF PROPERTY	0	0	0	9,378	9,378	0.0%
6	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
7	TOTAL REVENUE	7,104,000	7,235,000	3,617,500	3,729,471	111,971	51.5%
TRANSFERS IN							
9	FROM GENERAL FUND	0	0	0	0	0	0.0%
10	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
12	TOTAL STORMWATER REV & TRF	7,104,000	7,235,000	3,617,500	3,729,471	111,971	51.5%
EXPENDITURES - DEPARTMENTS							
15	STREETS:STORM DRAIN MAINTENANCE	2,257,499	2,101,158	1,050,584	754,083	(296,501)	35.9%
16	SOLID WASTE STREET SWEEPING	984,897	1,246,811	623,409	394,178	(229,231)	31.6%
17	STORM WATER:OPERATIONS	0	0	0	41	41	0.0%
18	STORM WATER:ENGINEERING	2,598,399	2,261,223	1,130,614	675,594	(455,020)	29.9%
19	REAL ESTATE STORM WATER	87,046	90,799	45,403	44,067	(1,336)	48.5%
20	STORM DRAIN MAINTENANCE	0	0	0	0	0	0.0%
21	PROPERTY ACQUISITION	0	0	0	9,906	9,906	0.0%
22	STORM DRAIN IMPROVEMENTS	0	0	0	0	0	0.0%
23	TOTAL DEPARTMENT	5,927,841	5,699,991	2,850,010	1,877,869	(972,141)	32.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.							
25	DEPRECIATION	0	0	0	0	0	0.0%
26	EMPLOYEE PAY RAISES	100,000	0	0	0	0	0.0%
27	ADMINISTRATIVE	0	0	0	0	0	0.0%
28	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
29	TOTAL NON-DEPARTMENTAL	100,000	0	0	0	0	0.0%
31	TOTAL EXPENDITURES	6,027,841	5,699,991	2,850,010	1,877,869	(972,141)	32.9%
TRANSFERS OUT							
34	TO STORM WATER IMPROVEMENTS	1,076,159	1,535,009	767,505	0	(767,505)	0.0%
35	TO USDA GRANT	0	0	0	291,919	291,919	0.0%
36	TO GENERAL TORT	0	0	0	0	0	0.0%
37	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
38	TO WORKER'S COMP	0	0	0	0	0	0.0%
39	TO CENTRAL STORES	0	0	0	0	0	0.0%
40	TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
41	TO CAPITAL PROJECT FUND	0	0	0	0	0	0.0%
42	TOTAL TRANSFERS OUT	1,076,159	1,535,009	767,505	291,919	(475,586)	19.0%
44	TOTAL STORMWATER EXP & TRF	7,104,000	7,235,000	3,617,515	2,169,788	(1,447,727)	30.0%
47	TOTAL SURPLUS (DEFICIT)	0	0	(15)	1,559,683		

City of Columbia, SC
Fund 253 - Summary of Flood Expenditures
July 1, 2016 Through December 31, 2016

	Division Description	Paid Amount	Balance on Encumbrance	Total Paid and Encumbrance	Unfunded Percentage	Unfunded Amount
2531201	FEMA-General Services	2,112.00	0.00	2,112.00	25.00%	528.00
2531706	FEMA-Engineering Srvcs	925,649.74	1.08	925,650.82	25.00%	231,412.71
2532301	FEMA - Fire - Admin	0.00	0.00	0.00	25.00%	0.00
2532303	FEMA - Fire	0.00	0.00	0.00	25.00%	0.00
2532403	FEMA - Police	0.00	0.00	0.00	25.00%	0.00
2533201	FEMA-Streets GF	0.00	0.00	0.00	25.00%	0.00
2533202	FEMA-Streets W&S	0.00	0.00	0.00	25.00%	0.00
2533204	FEMA-Traffic Ops	0.00	0.00	0.00	25.00%	0.00
2534202	FEMA-Engineering Storm Drain	519,323.50	0.00	519,323.50	25.00%	129,830.88
2534203	FEMA-Storm Drain Maint	0.00	0.00	0.00	25.00%	0.00
2534402	FEMA-Solid Waste	0.00	0.00	0.00	25.00%	0.00
2535104	FEMA-Parks	4,297.00	0.00	4,297.00	25.00%	1,074.25
2536203	FEMA-Water Maintenance	0.00	0.00	0.00	25.00%	0.00
2536205	FEMA - Wastewater Maintenance	205,488.65	62,741.57	268,230.22	25.00%	67,057.56
2536206	FEMA-Columbia Canal	0.00	0.00	0.00	25.00%	0.00
2536207	FEMA-Lake Murray WTP	0.00	0.00	0.00	25.00%	0.00
2536208	FEMA-Metro WWTP	132,072.02	131,145.14	263,217.16	25.00%	65,804.29
2538701	FEMA- Admin	0.00	0.00	0.00	25.00%	0.00
2538956	FEMA- Supplies	0.00	0.00	0.00	25.00%	0.00
2538961	FEMA - Radio Repair	11,074.32	0.00	11,074.32	25.00%	2,768.58
2538970	FEMA- Fleet	0.00	0.00	0.00	25.00%	0.00
2539999	FEMA - CIP	346,622.44	0.00	346,622.44	25.00%	86,655.61
	TOTAL	2,146,639.67	193,887.79	2,340,527.46		585,131.87



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Governmental Affairs / Special Projects

FROM: Whanna Bouknight, Administrator

SUBJECT: Federal Legislative Update and Outlook - Mr. Ralph Garboushian, CapitalEdge

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Federal Legislative Update Feb 2017 - Rev 3 (PPTX)



We Are Columbia

Together we will build a world-class city

FEDERAL UPDATE & OUTLOOK

FEBRUARY 2017

WHO WE ARE



CapitalEdge has been working for the City of Columbia as a federal legislative consultant for over 20 years.

Since our establishment in 1995, we have achieved a successful track record on behalf of our clients, and we are dedicated to giving each of our clients the edge they need in Washington, DC's increasingly competitive environment.



2015-2016 OVERVIEW

Some successes over the past year include:

- ı Increased sub-allocation of highway funds to the Columbia Urbanized Area;
- ı Preservation of the Transportation Alternatives Program, the federal transit program, and operating assistance for CMRTA;
- ı Removal of language from a Senate wireless communications spectrum bill that would have preempted local zoning authority over cell phone facilities;
- ı Turning back Senate efforts to preempt local government regulation of drones;
- ı Securing \$20 million in direct disaster assistance to the City; and
- ı Preservation of core local government programs in the face of austerity, including CDBG, HOME, Homeland Security and local law enforcement assistance.

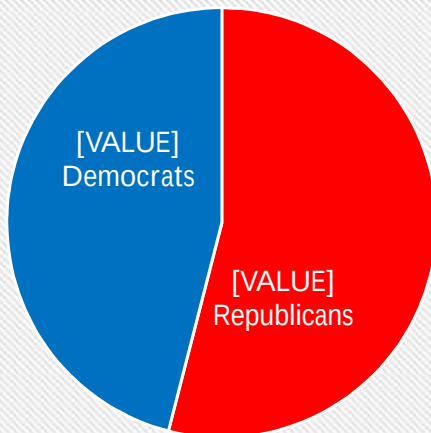
2015-2016 OVERVIEW (CONTINUED)

Setbacks in 2016 include:

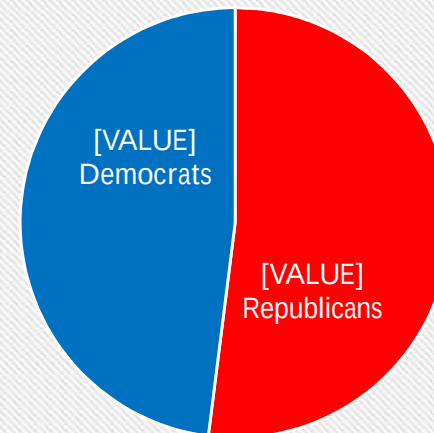
- § Enactment of the Permanent Internet Tax Freedom Act;
- § A Supreme Court decision upholding Federal Communications Commission preemption of local authority regarding colocation on cell phone towers; and
- § Little movement on sales tax fairness legislation in Congress (offset by good news from the federal courts).

2016 ELECTIONS - SENATE

Senate - 114th Congress

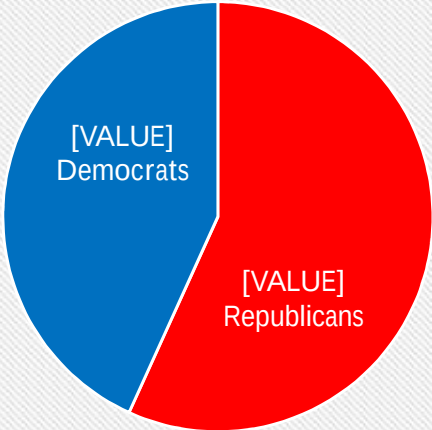


Senate - 115th Congress

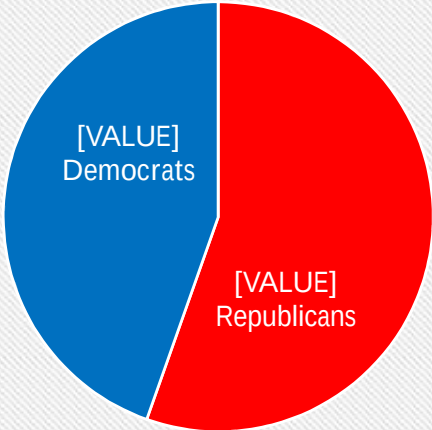


2016 ELECTIONS - HOUSE

House - 114th Congress



House - 115th Congress



A LOOK AHEAD TO 2018

Looking ahead to the 2018 mid-term elections, 33 Senate seats will be contested:

- 8 Senate seats held by Republicans
- 25 Senate seats held by Democrats

One Republican, Senator Dean Heller of Nevada (47.9% Clinton), will be running for reelection in a state won by Hillary Clinton.

10 Democrats will be running for reelection in states won by President Trump:

- Tammy Baldwin (Wisconsin – Trump 47.9%)
- Sherrod Brown (Ohio – Trump 52.1%)
- Bob Casey (Pennsylvania – Trump 48.8%)
- Joe Donnelly (Indiana – Trump 57.2%)
- Heidi Heitkamp (North Dakota – Trump 64.1%)
- Joe Manchin (West Virginia – Trump 68.7%)
- Claire McCaskill (Missouri – Trump 57.1%)
- Bill Nelson (Florida – Trump 49.1%)
- Debbie Stabenow (Michigan – Trump 47.6%)
- Jon Tester (Montana – Trump 56.5%)

115TH CONGRESS, 1ST SESSION: KEY DATES

- i January: New Administration & Congress sworn in
- i January: US Conference of Mayors Winter Meeting
- i January – March: Senate confirmation hearings
- i March: National League of Cities Meeting
- i March: Debt ceiling suspension expires
- i April: FY 2017 Continuing Resolution expires
- i March – September: FY 2018 appropriations process
- i July: Aviation programs expire
- i September 30: National Flood Insurance Program (NFIP) expires
- i October 1st: FY 2018 begins

115TH CONGRESS, 1ST SESSION: KEY ISSUES

- i Budget
 - i Sequestration is back for FY 2018 and the Administration is reportedly preparing an austere budget proposal, putting pressure on all discretionary spending, especially core local government programs
- i Tax
 - i Comprehensive tax reform may have momentum; for cities, tax exemption for municipal bonds is a key issue
- i Infrastructure
 - i Major infrastructure investment package?
 - i Aviation reauthorization
 - i National Flood Insurance Program reauthorization
- i Local Control
 - i Telecommunications: ROW & zoning
 - i Sales tax fairness
- i Public Safety
 - i Criminal justice reform
 - i Grant funding
- i Regulations
 - i President Trump and congressional Republicans have promised to undo most of President Obama's regulatory agenda. Major issues include clean air, clean water, fair housing, and workplace issues.

THE AGENDA FOR THE 'FIRST 100 DAYS' (AND BEYOND)

President Trump has an ambitious, if sometimes vague (and contradictory), agenda outlined for his “first 100 days” in office and the months that follow in 2017.

- i House Speaker Paul Ryan and congressional leadership have outlined an ambitious and detailed plan in their campaign blueprint, [A Better Way: Our Vision for a Confident America](#).
- i The two plans are far from completely aligned and in some cases conflict.
- i These disparities, combined with the vagueness of many of President Trump’s policy proposals and his unpredictability, make it difficult to forecast which domestic policy proposals will become law and what form they will take.

THE AGENDA FOR THE 'FIRST 100 DAYS' (AND BEYOND)

Priority items, in descending order of agreement (and likelihood of enactment) between the new Administration and Congress include:

- | Repeal (replace? repair?) the Affordable Care Act
- | Tax Reform
- | Immigration ('sanctuary cities')
- | Discretionary spending
 - | Eliminate sequester cap for Defense
 - | Increase domestic security spending (immigration and border security)
 - | Implement Heritage Foundation/Republican Study Committee budgets that call for major cuts to non-Defense discretionary spending, including eliminating numerous agencies and programs

THE AGENDA FOR THE 'FIRST 100 DAYS' (AND BEYOND)

- i Regulatory Reform
- i Entitlement Reform (Medicare, Medicaid, Social Security, nutrition programs)
- i Infrastructure Package

BOTTOM LINE – WHAT IT COULD MEAN FOR CITIES

- i ***Preserving the tax exemption for municipal bonds*** will be a priority challenge for local governments.
- i ***Preserving funding for core local government programs*** will be the second biggest challenge for local governments.
- i ***The repeal of the Affordable Care Act, entitlement reform, and cuts to other social service programs*** could create long-term challenges for local budgets.
- i Local governments will have to closely track ***regulatory reform***, keeping an especially close eye on the FCC.

TRUMP INFRASTRUCTURE PLAN?

- ı Includes aviation, ports, schools, power grid, highways and bridges - transit is never mentioned
- ı Forming “Infrastructure Council”
 - ı Known members include Secretary Chao and NYC developers
 - ı Floated a set of projects in December 2016 totaling \$137.5 B
- ı Potential Elements
 - ı Repatriation of foreign assets held overseas with reduced tax rate
 - ı Infrastructure Bank that would select projects to be built

TRUMP INFRASTRUCTURE PLAN (CONTINUED)

- ¡ Expanded financing and tax credits for private sector investment
 - ¡ Generating private sector investment possible today
 - ¡ HOWEVER, debt must be repaid and a state and/or local revenue source is necessary
 - ¡ Each state regulates P3s and may dictate what can be financed
- ¡ Discretionary funding is part of the plan
 - ¡ House Speaker Ryan - each dollar of discretionary funding must be matched by \$40 of private sector financing
- ¡ Overcome Congressional Republican reticence to support 'ARRA II'

QUESTIONS & COMMENTS



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We Are Columbia

Together we will build a world-class city



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Business Licensing Legislation - Mr. Kyle Michel, Esq., Michel Law Firm

FINANCIAL IMPACT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** BL_bills_2-13-17_talking_points (PDF)

Business License Standardization Bills H3650 and H3651



For two years, the Municipal Association has been working with business interests to discuss business licensing.

On February 9, the Executive Subcommittee of the House Labor, Commerce and Industry Committee heard testimony on two bills related to business licensing, H3650 and H3651. The next day, both bills passed the full committee. Taken together, the bills adopt the standardization measures discussed by business stakeholders and the cities, through their Association. However, the bills would also

1. grant exemptions to certain business types forcing city officials to choose between increasing business license rates for all other businesses or reducing city services,
2. strip the authority of cities and towns to manage business licensing, and
3. move the insurance and telecommunication collection programs from the Municipal Association, governed by city officials, to a state agency.

Miriam Hair, executive director of the Municipal Association, and two business license professionals testified before the subcommittee. Miriam gave many examples of how the bill picks winners and losers by extending tax exemptions to some businesses thereby creating inequities among all businesses. She also gave specific city examples of the significant rate increases required to pay for the tax exemptions.

During both the subcommittee and committee debate, House LCI Committee Chairman Rep. Bill Sandifer (R – Seneca) stated that these bills are revenue neutral to cities because city officials can just raise rates to make up for the shortfall.

Also, Article 8, Section 13 of the S.C. Constitution affirms cities' authority to work together to perform government functions. Despite this stated authority in the Constitution, Chairman Sandifer questioned the constitutionality of cities working through the Municipal Association to collect and disburse business license taxes.

Bottom line...both of these bills are bad for cities and bad for the majority of small businesses.

H3650, the S.C. Business License Tax Standardization Act

- Exempts 25 percent of a business' income that is collected outside of the municipality where the business maintains its principle place of business.
 - Imagine Walmart with its headquarters in Arkansas paying a business license tax on only 75 percent of its income when the small business owner struggling to compete with the industry giant is paying on 100 percent.
 - Imagine a restaurant with locations in three cities. The owner pays the tax to City A on 100 percent of his income earned from the restaurant in City A. However, he exempts 25 percent of the income earned on the two restaurants located in City B when calculating the tax owed to City B. At the same time, his competitor pays the municipal business license tax on 100 percent of his income earned because all three of his restaurants are located in the same city.
- Exempts from municipal business license taxes 100 percent of life, accident and health insurance premiums.

For additional information, contact Melissa Carter at 803.933.1251/mcarter@masc.sc

Business License Standardization Bills: H3650 and H3651

- Bars cities from charging a business that is not physically located in the city a higher tax rate than a business physically located in a city.
- Exempts from municipal business license taxes 100 percent of fire insurance premiums collected inside a city unless the risk is located in the city.
- Exempts from municipal business license taxes 25 percent of a business' income collected from the South Carolina Child Development Program or the South Carolina Department of Social Services SC Voucher Program. At the same time, other day care providers pay on 100 percent of their income.
- Allows manufacturers to pay the municipal business license tax on the LESSER of income collected from business done at the location OR the amount of income allocated to that location according to its state income tax return OR the expenses attributable to the location as a cost center of the business.
- Restricts cities from charging more than a \$100 filing fee for a new business license at the point of issuance. When the business license is renewed, a tax is paid on the business' income from the preceding calendar year or 12-month fiscal year. This means a new business will not pay a business license tax on a full 12 months of income until the third license year.
- Validates "any special ordinance or formal or informal agreement" between a municipality and business entered into before January 1, 2019, regarding rate classes or the calculation of the municipal business license tax. These agreements are deemed to be valid with the approval of the business, not the local government. "Circumstantial evidence" may be used by the business to prove the existence of an agreement.

Secretary of State will have the following responsibilities:

- Promulgates regulations related to the Standardized Business License Class Schedule, the Business License Tax Portal and the Business License Class Schedule Board.
- Determines the information included on the standardized business license application that cities must accept.
- Updates the Standardized Business License Class Schedule every other year in consultation with a nine-member Business License Class Schedule board that includes only one member representing cities. Authority remains with city councils to set rates based on the Standardized Business License Class Schedule. Councils may grant, by a positive majority vote of the council, special rates to certain business subclassifications for economic stimulus or disproportionate demands placed on municipal services or infrastructure.
- Develops and manages a portal for businesses to calculate, report and pay business license taxes online. Only the municipality may audit income or tax reported through the portal. This data may not be used by the Secretary of State, the Municipal Association or any other party for "statewide analytics." Neither the Secretary of State nor the Municipal Association may audit a business using information available through the portal. Businesses may also pay the city by telephone, mail or in person.

H3651

- Prevents the Municipal Association or any other non-governmental entity from collecting insurance premiums or telecommunications taxes on the cities' behalf.
- Prevents the Municipal Association or any other non-governmental entity from distributing to cities the municipal portion of the brokers premium tax collected by the Department of Insurance which will distribute the tax to the cities.
- Exempts from municipal business license taxes 100 percent of life, accident and health insurance premiums.
- Exempts from municipal business license taxes 100 percent of fire insurance premiums collected inside of a city unless the risk is located in the city.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Columbia Development Corporation

FROM: *Fred Delk, Executive Director*

SUBJECT: EPA Brownfields Briefing - Mr. Fred Delk, Columbia Development Corporation and Mr. Brian Kvam, Brownfields Program Consultant for Cardno Co.

PRESENTER: Fred Delk, Columbia Development Corporation and Brian Kvam, Brownfields program consultant, Cardno Co.

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

The City of Columbia, EPA Brownfields Grant Program will provide a brief project update to City Council.

The Brownfields Program has utilized five grants funded by the EPA totaling \$2 million from 1999 to 2017. The presentation will outline the EPA investment and the program's return on investment as determined in a recent economic analysis. The Brownfields Program will soon close out the current grant but a competitive grant application is currently being considered and graded. Funding announcements are expected in mid to late summer.

ATTACHMENTS:

- **#a:** ROI-Presentation_City-Council_02-21-2017 (PPTX)

A close-up photograph of a heavily rusted metal door. A Master Lock padlock is attached to a metal handle, and a chain is visible on the left side. The text is overlaid on the image.

Return on Investment from

***Brownfield Initiatives
in Columbia, SC***

April, 2016

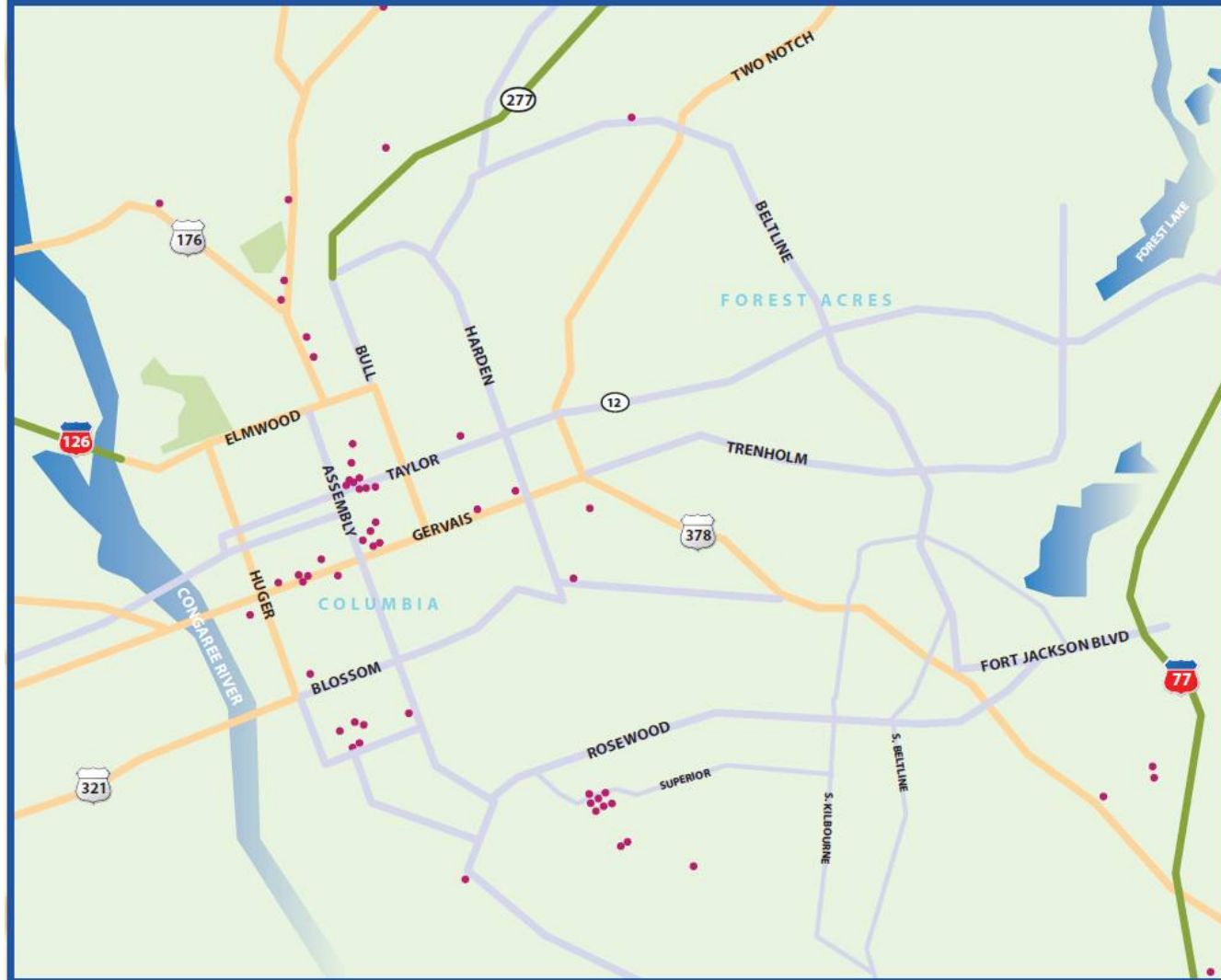
Vision for Columbia's Brownfields Initiatives

- Ø Pursue a market-driven redevelopment strategy to revitalize the downtown and the city's older neighborhoods.
- Ø Leverage brownfields funding to attract private-sector investments.
- Ø Transform economically underutilized areas to places where high-skilled people live, work, and play.
- Ø Provide economic, social, and environmental benefits to the citizens and businesses.



Investments Throughout the City

GEOGRAPHIC DISTRIBUTION OF ADDITIONAL COLUMBIA SITES THAT HAVE RECEIVED BROWNFIELDS INVESTMENTS, 1999-2016



ROI from 15 Selected Columbia Area EPA Brownfield-funded Projects

- Ø Projected total capital investment , 2000-2019: **\$303.4 million**
- Ø Estimated number of new jobs at these sites from 2000-2016: **~900**
- Ø Annual wages and salaries of new workers: **>\$25 million**

CITY of COLUMBIA's BROWNFIELDS FUNDING

EPA Has Funded 5 Brownfields Grants 1999-2017

TOTAL: \$2.0 million



Report prepared for the **Columbia Development Corporation**
911 Lady Street # C
Columbia, SC 29201



By the **Cardno Brownfield Consulting Team**
1812 Lincoln Street, Suite 301
Columbia, SC 29201



With funding from **U.S. Environmental Protection Agency**
Office of Brownfields Cleanup and Redevelopment
Washington, DC 20460
(Grant number: BF-00D26414)



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We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

FINANCIAL IMPACT: Zapp
TD Bank Garage
Parking



We Are Columbia

MEETING DATE: February 21, 2017

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)

FINANCIAL IMPACT: Penny Tax Projects
Billboards



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the February 7, 2017 Meeting Minutes

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_02_07_2017_revised_draft (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL WORK SESSION

TUESDAY, FEBRUARY 7, 2017

CITY HALL ▪ 1737 MAIN STREET ▪ COUNCIL CHAMBERS ▪ 3RD FLOOR

The Columbia City Council conducted a Work Session on Tuesday, February 7, 2017 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Sam Davis called the Work Session to order at 2:06 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Mayor Stephen K. Benjamin arrived at 2:12 p.m. and The Honorable Tameika Isaac Devine arrived at 4:47 p.m. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

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

FLOOD RECOVERY UPDATE

1. Canal Embankment Project Update and Overview - Mr. Gregory Tucker, Special Projects Administrator and Mr. Don Green, Michael Baker International

Mr. Gregory Tucker, Special Projects Administrator presented a video of the breach at the Canal during the October 2015 flood. He reviewed a listing of water customers and a map of the water distribution system. He said the Canal has a great impact on the State's water supply. He said Michael Baker, International was selected to lead the repair efforts at the Canal.

Mr. Don Green, Project Manager with Michael Baker International reported that the goal is to maintain the water supply. He said the dike has to be repaired as a means of getting water to the plant. We want to reduce risks to the City if the event occurs again; maintain options for riverfront redevelopment; expedite project delivery; and leverage financial participation. An aggressive target date for construction is 2019. He stated that the intent of the Phase I Alternatives Analysis is to evaluate conceptual alternatives and reach a consensus on a common vision as to the extent and level of repair to be performed in order to restore the Columbia Canal to a safe and reliable condition based on a benefit-cost assessment within the realm of available funding sources. He reviewed the project location and an assessment of the flood damage. He said it didn't rain all over the watershed; there was a microburst of rainfall at the City, which filled into the Canal faster; flood-borne debris jammed under the gates; there was not enough capacity in the spillway to discharge water and this caused the Canal to overtop near the Powerhouse. He stated that we are still in a quasi-emergency state. The cofferdam has been built



We Are Columbia

and a detailed desktop study has been conducted. The data acquisition includes a detailed study from the late 1800s that has provided information that is being used today along with other reports, field reconnaissance, drilling and borings and a study of the trees. He reviewed the cultural and environmental site constraints and other components of the flood damage assessment. He presented maps exhibiting the aggradation and degradation of the Canal. This will help determine where there is bank instability. He said there are a lot of federal regulatory requirements that we must abide by. He outlined the following matters for consideration: Columbia Canal Embankment repair; electrical generation; water intake source; recreational opportunities; and construction staging/emergency access. He then explained the assessment options. He noted that a preliminary report will be issued in the spring.

There was an in-depth discussion between Mr. Green and the members of City Council.

CITY COUNCIL DISCUSSION

2. Bull Street Commission - The Honorable Daniel J. Rickenmann

Councilor Rickenmann asked to reconstitute the Bull Street Commission by contacting the appointees prior to the next meeting to determine if they are willing to continue to serve; tweaking the advisory role; and appointing someone from Council districts three or four and a real estate attorney. He noted that Mr. Stern has moved.

There was a consensus of Council to maintain the current composition of the Bull Street Commission and the Advisory Board for Spirit Communications Park. Council will appoint an at-large member to the Advisory Board. If Councilor McDowell doesn't wish to serve as Chair of the Bull Street Commission, someone else may be appointed in that capacity. Staff was asked to contact the current commission members to determine their interest in continuing to serve on the Bull Street Commission and to cast a wide net for vacancies while articulating the advisory capacity of the members. Staff was also asked to request appointments to the advisory board from the other entities.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:57 p.m. for the discussion of **Items 3** through **7** as outlined.

- 3. Discussion of negotiations incident to proposed contractual arrangements pursuant to § 30-4-70(a)(2)**
 - *North Main Street / River Drive Property*
 - *Update on the Kline Memorandum of Understanding*
 - *Little Lake Katherine and Lake Katherine*



We Are Columbia

4. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Grace Outdoor Billboard Permit Appeal*
 - *Water and Sewer Service in Unincorporated Richland County*
 - *Lincoln Street Roadway Changes*
5. Discussion of negotiations incident to the proposed purchase of property pursuant to §30-4-70(a)(2)
 - *Sumter Street Property*
6. Discussion of matters relating to proposed location, expansion or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
 - *Farrow Road*
7. Discussion of employment of an employee pursuant to §30-4-70(a)(1)
 - *City Attorney's Office*

Council adjourned the Executive Session at 6:08 p.m.

CITY COUNCIL DISCUSSION

8. Fund Balance Review and General Capital Project Funding - Ms. Melisa Caughman, Budget and Program Management Director and Mr. Jeff Palen, Assistant City Manager / Chief Financial Officer – *This discussion was deferred to the Council Meeting. Please refer to Item 58.*

COLUMBIA CITY COUNCIL MEETING

TUESDAY, FEBRUARY 7, 2017

CITY HALL ▪ 1737 MAIN STREET ▪ COUNCIL CHAMBERS ▪ 3RD FLOOR

The Columbia City Council met on Tuesday, February 7, 2017 at 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:20 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr. and The Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*



We Are Columbia

PLEDGE OF ALLEGIANCE

Little Miss Maeghan Serenity Daniels and Little Miss Rilynn Avy Fanning led the audience in the Pledge of Allegiance.

INVOCATION

Reverend Edward H. McDowell, Jr. offered the Invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to removing an *Agreement for Project WM4348* from the Consent Agenda and considering *Resolution 2017-023* and the *Installation of one (1) Speed Hump on Chimney Hill Road* immediately after approving the Consent Agenda. The *Fund Balance Review and General Capital Project Funding* discussion was carried forward from the work session to the evening meeting.

Mayor Benjamin announced that the Kline TIF will not be taken up this evening.

For the record, Ms. Devine explained that even though matters are discussed in Executive Session, there cannot be any votes taken in Executive Session. She clarified that State law requires a public hearing for TIFs.

Mayor Benjamin announced that he has lost five pounds since he weighed in at the last Council Meeting.

PUBLIC INPUT RELATED TO AGENDA ITEMS

Ms. Hannah Walters, MPH, Senior Manager for Policy and Community Initiatives / Eat Smart Move More South Carolina stated that the City of Columbia has been a leader in our state and nation in ensuring that employees and residents have access to healthy affordable food and safe places to be physically active. She announced that Eat Smart Move More South Carolina strongly supports the adoption of Resolution 2017-023 and is committed to working with the City towards a successful implementation.

Ms. Yarley Steedly, South Carolina Director of Government Relations for the American Heart Association said it has been a pleasure assisting City staff with this policy. Columbia continues to be a leader in our state and nation, putting employee and citizen health first. The City will join an elite group working to provide better food and beverage choices. The American Heart Association looks forward to continuing our work with the City to implement the guidelines set forth in Resolution 2017-023.



We Are Columbia

APPROVAL OF MINUTES

9. Council is asked to approve the January 10, 2017 Meeting Minutes. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the January 10, 2017 Meeting Minutes.

PRESENTATIONS

10. National Night Out - Lt. Ronald Felder, Columbia Police Department and Ms. Emma McGraw Myers, President of the Columbia Council of Neighborhoods

Lt. Ron Felder, Columbia Police Department presented a video from the 2016 National Night Out Celebration. He announced that the City of Columbia is now ranked 15th in the nation for its National Night Out Celebration.

Ms. Emma McGraw Myers, President of the Columbia Council of Neighborhoods said over 2,000 citizens attended the 2016 National Night Out Celebration. She thanked the members of Council for their support of the neighborhood events. She presented Police Chief Holbrook with the 2016 National Night Award.

11. Columbia City Ballet Update - Mr. William Starrett, Executive Director of the Columbia City Ballet

Mr. William Starrett, Columbia City Ballet announced that this is his 30th year directing the Columbia City Ballet. He introduced Ms. Megan Pinckney, member of the Columbia City Ballet 2016-2017 Board of Directors. He announced that this year's Dracula Production exceeded its twenty-one year history of ticket sales. He reported that the Nutcracker had its highest attendance of all time. The Columbia City Ballet did a nine city tour of the Nutcracker. He also reported that Swan Lake was performed live with the South Carolina Philharmonic. The current ballet is Beauty and the Beast and the next ballet is Emmanuel: Love is the Answer. The world premiere of Emmanuel is scheduled in Charleston on April 1, 2017. He said they are working to make this ballet affordable for all churches and communities. He requested additional financial assistance and agreed to provide additional information to the members of City Council.

Mayor Benjamin recalled that Council previously funded the Emmanuel ballet, but later used that funding to make the Columbia City Ballet as whole as possible and now the request is back on the table.



We Are Columbia

CONSENT AGENDA ITEMS

Upon a single motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 12** through **37**.

12. Council is asked to approve the Annual Software and License Support Services for Cityworks, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC in the amount of \$100,000. This firm is located in Sandy, UT. *Funding Source: Public Works: Admin - Maintenance and Service Contract, 1011124-638200 (\$1,990.00); Public Works: Admin – Maintenance and Service Contract, 1011124-638200 (\$5,000.00); Forestry: Horticulture – Maintenance and Service Contract, 1011217-638200 (\$7,500.00); Streets: Streets & Side Walks - Maintenance and Service Contract, 1013201-638200 (\$2,000.00); Traffic: Operations - Maintenance and Service Contract, 1013204-638200 (\$3,000.00); Street: Storm Drain Maint - Maintenance and Service Contract, 5534203-638200 (\$1,500.00); Street: Water & Sewer Repairs - Maintenance and Service Contract, 5513202-638200 (\$2,000.00); Finance: Customer Services - Maintenance and Service Contract, 5511407-638200 (\$3,000.00); Utilities: Water Customer Service - Maintenance and Service Contract, 5516202-638200 (\$15,000.00); Utilities: Wastewater Maintenance - Maintenance and Service Contract, 5516205-638200 (\$49,010.00); and Solid Waste Street Sweeping - Maintenance and Service Contract, 5534408-638200 (\$10,000.00). The original budgeted amount is \$100,000.00. - Approved*
13. Council is asked to approve the Annual Service and Maintenance Agreement for Edge In-Car Camera Systems and Body Cameras, as requested by the Police Department. Award to Coban Technologies, Inc. in the amount of \$77,022.57. This firm is located in Houston, TX. *Funding Source: Police Department: Administrative Services: Maintenance & Service Contract 1012402 – 638200. The original budgeted amount is \$77,023.00. - Approved*
14. Council is asked to approve an Agreement for Pictometry Aerial Image Capture License Services, as requested by the Information Technology Services Department. Award to Pictometry International Corporation in the amount of \$95,378.87. This firm is located in Rochester, NY. *Funding Source: Information Technology/Geographic Information System: Maintenance & Service Contract, 5511121-638200. The original budgeted amount is \$95,379.00. – Approved*
15. Council is asked to approve the Purchase of F5 Networks Security Appliance, as requested by the Information Technology Services Department. Award to SC State Contract vendor, Dell, Inc., in the amount of \$114,537.51. This firm is located in Round Rock, TX. *Funding Source: Information Technology: Capital Lease IT/ Professional Services; 6218992-636600 (\$47,112.00); Capital Lease IT/ Computer Electronic Equipment; 6218992-658600 (\$55,791.31); and Capital Lease IT/ Computer Equipment Hardware; 6218992-627500 (\$11,634.13). The original budgeted amount is \$114,538.00. - Approved*



We Are Columbia

16. Council is asked approve the Purchase of Radios and Accessories for the Police Department, as requested by the Fleet Services Division. Award to Motorola C&E using the SC State Contract, in the amount of \$219,337.20. This vendor is located in Blythewood, SC. *Funding Source: General Services/ Capital Replacement: Computer Equipment/Hardware, 6308972-627500. The original budgeted amount is \$219,338.00. - Approved*
17. Council is asked to approve the Purchase of a Ten Cubic Yard Side Loader Refuse Truck for the Solid Waste Division, as requested by the Fleet Services Division. Award to Nu-Life Environmental, Inc., in the amount of \$100,297.00. This vendor is located in Easley, SC. *Funding Source: Capital Replacement- Autos, Truck, Heavy Equip. Capital 6308972 - 658500. The original budgeted amount is \$124,700.00. - Approved*
18. Council is asked to approve the Annual Fleet Replacement Purchase of two (2) Ford F450 Trucks for the Wastewater Maintenance Division; two (2) Dodge Durango Vehicles, two (2) Chevrolet Malibu Vehicles, and three (3) Chevrolet Tahoe Trucks for the Police Department; and five (5) Ford C-Max and nine (9) Ford F250 XL Trucks for the Water Distribution Division. Award to Dick Smith Ford, Inc. of Columbia, SC, Butler Chrysler Dodge Jeep of Beaufort, SC, Love Chevrolet Company of Columbia, SC, Vic Bailey Ford of Spartanburg, SC and Benson Ford of Easley, SC, using the SC State Contracts in the amount of \$711,147.88. *Funding Source: Utilities Wastewater Maint - Auto, Trucks, Heavy Equipment Capital 5516205-658500. The original budgeted amount is \$94,949.00; Capital Replacement - Auto, Trucks, Heavy Equipment Capital 6308972-658500. The original budgeted amount is \$202,714.88; and Utilities-Wtr Maint Cust Srvs - Auto, Trucks, Heavy Equipment Capital 5516202-658500. The original budgeted amount is \$113,355.00; and Utilities Water Dist & Maint - Auto, Trucks, Heavy Equipment Capital 5516203-658500 - The original budgeted amount is \$300,129.00. - Approved*
19. Council is asked to approve Services to Repair two (2) pumps, as requested by the Metro Wastewater Treatment Plant. Award to Charles R. Underwood, Inc., as a sole source in the amount of \$109,301.08. This firm is located in Sanford, NC. *Funding Source: Metro WWTP: FEMA/Emergency Operations, 2536208-638400. The original budgeted amount is \$110,000.00. - Approved*
20. Council is asked to approve the installation of Flowable Fill for Capital Improvement Project WM4322; SCDOT Bridge Replacement at Mill Creek, as requested by the Engineering Department. Award to Eagle Construction Co. in the amount of \$60,350.00. This firm is located in Newberry, SC. *Funding Source: Water Improvements Fund via a transfer of funds from FY 16/17 CIP Project WM432302 - Unforeseen Projects. The original budgeted amount for this project is \$60,350.00. - Approved*



We Are Columbia

21. Council is asked to approve Contract Amendment #2 for Project WM4326; Agreement for Water Tank Repainting and Maintenance Services, as requested by the Utility Operations Department. Award to Utility Service Company in the amount of \$507,907.00. This firm is located in Perry, Georgia. *Funding Source: Water Plants Operations Budgets 5516206-WM4326-638305 and 5516207-WM4326-638305. The original contract amount was \$100,985.00 and the revised contract amount is \$859,261.00. - Approved*

The following sub-consulting services will be provided:

Bullins Painting of Stoneville, GA will receive \$80,000.00 (15.7%) of the current contract amendment value.

Semper Fi Steel of La Grange, KY will receive \$60,000.00 (11.8%) of the current contract amendment value.

22. Council is asked to approve the Final Contract Extension for Root Control Annual Maintenance Services, as requested by the Wastewater Maintenance Division. Award to Duke's Root Control, Inc., in an amount not to exceed \$400,000.00. This firm is located in West Syracuse, NY. *Funding Source: Utilities Wastewater Maintenance/Special Contracts W/S, SW 5516205-638305. The original budgeted amount is \$400,000.00. - Approved*
23. Council is asked to approve Contract Amendment #4 for Project SS7261; Agreement for Lake Katherine Sewer Line Capacity Enhancement Services, as requested by the Utility Operations Department. Award to AECOM in an amount not to exceed \$492,425.00 for contract amendment #4. This firm is located in Columbia, SC. *Funding Source: 5529999-SS7261-658650. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. DESA, Inc., a Minority Business Enterprise of Columbia, SC is the Protégé and will receive \$81,310.00 (16.5% of the current contract amendment value). Adding this work will increase DESA's overall participation level to 21.1%. Sub-consultant CECS, a Woman Owned Business Enterprise of Columbia, SC will receive \$4,000.00 (0.8%) of the current contract amendment value. Adding this work will keep CECS's overall participation level at 2.2%. The original budgeted amount is \$863,520.00 and the revised contract total is \$1,355,945. - Approved*
24. Council is asked to approve Contract Amendment #1 for Project SS733801; Crane Creek Equalization Storage, as requested by the Utility Operations Department. Award to Hazen and Sawyer, Mentor, in an amount not to exceed \$907,940.00. This firm is located in Columbia, SC. *Funding Source: 5529999-SS733801-658650. This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Palmetto Consulting Engineering Group, Inc., a Woman Owned Business Enterprise of Chapin, SC is the Protégé and will provide general engineering and stormwater permitting services at 4% (\$79,545.00) of the contract amount. The original budgeted amount is \$1,195,857.00 and the revised contract total is \$2,103,797.00. - Approved*



We Are Columbia

The following sub consultants will provide additional services:

Howard Engineering, a Woman Owned Business Enterprise of Marietta, SC, will provide electrical services at 3% (\$72,180.00) of the contract value.

Terracon Consultants, Inc. of Columbia, SC will provide geotechnical and materials testing services at 1% (\$15,670.00) of the contract value.

Michael Baker International of Columbia, SC, will provide construction administration services at 21% (\$439,247.00) of the contract value.

25. Zoning Map & Text Amendment - 3127 Forest Drive and 3135 Forest Drive (p); TMS# 14001-04-40 And #14001-04-39 (p) - *Approved on second reading.*

Council District: 3

Proposal: Request to rezone the parcel from Planned Use Development, - Flood Protective Area where applicable (PUD-C, -FP where applicable) to Office and Institutional District, -Flood Protective Area where applicable (C-1, -FP where applicable)

Applicant: Carl Thompson

Staff Recommendation: Denial

PC Recommendation: 11/7/2016; Approval (4-1)

26. Annexation with Map Amendment - 113 N. Shorecrest Drive; TMS# 16200-04-21 - *Approved on second reading.*

Ordinance No.: 2016-123 - Annexing and Incorporating 113 N. Shorecrest Drive, Richland County TMS# 16200-04-21 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of M-1 (Light Industrial District). The property's land use is currently classified as Economic Development Corridor by Richland County and zoned as M-1 by Richland County.

Applicant: Shorecrest Road Columbia - Series C OF Jemmz Plus LLC

Staff Recommendation: Approval

PC Recommendation: 11/7/2016; Approval (6-0)



We Are Columbia

27. Annexation with Map Amendment - 1500 Hallbrook Drive; TMS# 19100-02-06 - *Approved on second reading.*

Ordinance No.: 2016-124 - Annexing and Incorporating 1500 Hallbrook Drive, Richland County TMS# 19100-02-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential-Small Lot (UER-1) and assign zoning of Single Family Residential District (RS-2). The property is currently classified as Neighborhood - Medium Density by Richland County and zoned as RS-MD by Richland County.

Applicant: Sandhills Academy

Staff Recommendation: Approval

PC Recommendation: 11/07/2016; Approval (6-0)

28. Annexation with Map Amendment - 3639 Broad River Road and 3701 Broad River Road; TMS# 06110-02-05 and 06110-02-04 - *Approved on second reading.*

Ordinance No.: 2016-125 - Annexing and Incorporating 3639 Broad River Road and 3701 Broad River Road, Richland County TMS# 06110-02-05 and 06110-02-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of C-1 (Office and Institutional District). The property is currently classified as Mixed Use Corridor by Richland County and zoned as General Commercial District (GC) by Richland County.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 11/7/2016; Approval (6-0)



We Are Columbia

29. Annexation with Map Amendment - 1.06 acres NW/S Patton Circle; TMS# 09414-01-01(p) - *Approved on second reading.*

Ordinance No.: 2017-005 - Annexing and Incorporating 1.06 acres N/W/S Patton Circle, Richland County TMS# 09414-01-01(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 1

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

Applicant: Crane Creek Development, LLC

Staff Recommendation: Approval

PC Recommendation: 12/5/2016; Approval (8-0)

30. Annexation with Map Amendment - 5800 Fairfield Road; TMS# 11708-05-18 - *Approved on second reading.*

Ordinance No.: 2017-006 - Annexing and Incorporating 5800 Fairfield Road, Richland County TMS# 11708-05-18, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Neighborhood Commercial District (C-2). The property's land use is currently classified as Mixed Residential (High Density) by Richland County and zoned as GC by Richland County.

Applicant: Capital Bank Corporation

Staff Recommendation: Approval

PC Recommendation: 12/5/2016; Approval (8-0)



We Are Columbia

31. Zoning Map Amendment - 1000, 2000, 3000, and 4000 Pavilion Towers Circle and 5000 Thurmond Mall; TMS # 09011-15-01 - *Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from PUD-R, -DD (Planned Unit Development- Residential District, - Design/Development Overlay District) to RG-3, -DD (Townhouse and High-Rise Residential District, -Design/Development Overlay District)

Applicant: Wes Lyles, Studio 2LR, Inc.

Staff Recommendation: Approval

PC Recommendation: 12/5/2016; Approval (8-0)

32. Resolution No.: R-2017-001 - Authorizing consumption of beer and wine only at Soda City Suds and Spuds on Saturday, March 18, 2017 - *Approved*
33. Resolution No.: R-2017-003 - Authorizing consumption of beer and wine beverages only at the Soda City Friends Dinner on the Gervais Street Bridge on October 22, 2017 - *Approved*
34. Resolution No.: R-2017-008 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for A Night in Wonderland Gala Fundraiser on Saturday April 1, 2017 - *Approved*
35. Resolution No.: R-2017-013 - Authorizing consumption of beer and wine beverages only at the LoCo Jam on March 11, 2017 - *Approved*
36. Resolution No.: R-2017-014 - Authorizing consumption of beer and wine beverages only at The Rosewood Crawfish Festival on Saturday, May 6, 2017 - *Approved*
37. Resolution No.: R-2017-018 - Authorizing consumption of beer and wine only at Five Points Association's 5 After 5 Concert Series on Sunday evenings April 2, May 7, July 2, June 4 and August 6, 2017 - *Approved*



We Are Columbia

CONSIDERATION OF BIDS & AGREEMENTS

38. Council is asked to approve an Agreement for Project WM4348; Phase I - Shop Road Extension Intersection Improvements, as requested by the Engineering Department. This is a Richland County Penny Tax Project and the City's estimated cost is \$281,890.23. *Funding Source: Water Improvement Fund from FY 16/17 CIP WM4348 - Utility Conflicts. The original budgeted amount for this project is \$281,890.23. The City will claim prior rights on a portion of the water utility work; therefore a portion of the work will be done at cost to Richland County. The total estimated cost of the City's share is \$281,890.23 (57%) and RCP's share is \$212,654.03 (43%). – Consideration of this item was deferred.*

Councilor Rickenmann said this is a Richland County Penny Tax Project and we did not anticipate relocating the infrastructure. He said that the citizens are paying for this twice.

Ms. Melissa Gentry, P.E., Assistant City Manager said we have encroachment permits for Shop Road with SCDOT and they retain the right to require us to relocate any utility conflicts at our expense. She explained that SCDOT entered into an agreement with Richland County to transfer these rights. Any utility in conflict with a Penny Project will bear the burden of the cost.

Councilor Rickenmann asked to defer the matter for the receipt of legal advice, because SCDOT doesn't have the ability to assign their rights to the Penny Projects.

Ms. Teresa Wilson, City Manager noted that staff asked those questions, because we didn't think it was appropriate. She agreed to take Council's direction on the matter.

Councilor Duvall questioned the City's share at 57%.

Ms. Melissa Gentry, P.E., Assistant City Manager said a portion of the line is within a private easement and the other portion is in the right of way.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted unanimously to defer consideration of the agreement for Project WM4348; Phase I - Shop Road Extension Intersection Improvements for further discussion and to seek legal advice on utility conflicts within Richland County Penny Tax Projects.

Mayor Benjamin asked the Transportation Penny Advisory Committee to provide a listing of projects that may be impacted by this discussion.



We Are Columbia

RESOLUTION

40. Resolution No.: R-2017-023 - Establishing a City Vending Food Service Policy
Approved

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2017-023 - Establishing a City Vending Food Service Policy.

OTHER MATTERS

41. Council is asked to approve the Installation of one (1) Speed Hump on Chimney Hill Road, as requested by Traffic Engineering Division. - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve the installation of one (1) Speed Hump on Chimney Hill Road.

SECOND READINGS

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to **Items 42** through **54**. Mayor Benjamin abstained from voting due to a potential conflict of interest.

42. The Park- Phase 2: 1407 Beechfern Circle; TMS# 25815-02-23 – *Approved on second reading.*

Ordinance No.: 2016-122 - Annexing 1407 Beechfern Circle, Richland County TMS# 25815-02-23 – *Approved on second reading.*

Council District: 4

Proposal: Annex, assign interim Urban Edge Residential Large Lot (UER-2) Land Use Classification and interim zoning of PUD-R. The property is currently classified as Neighborhood (Medium Density) by Richland County and zoned PDD by Richland County.

Applicant: Sundiata K. Swinton

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

PC Recommendation: 04/04/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)



We Are Columbia

43. Comprehensive Plan Amendment - N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road; TMS# 28912-02-01, 28912-03-01, 28900-01-16 – *Approved on second reading.*

Ordinance No.: 2016-119 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include N/S Deerpark Drive, N/S Island View Circle, and Jacobs Mill Pond Road, Richland County TMS# 28912-02-01, 28912-03-01, 28900-01-16 annexed by Ordinance No.: 2016-087 enacted October 18, 2016 – *Approved on second reading.*

Council	District: 4
Proposal:	Amend Chapter 8.3 of The Columbia Plan 2018- Future Land Use Map to include the above property and confirm land use classification of Urban Edge Residential Large Lot (UER-2)
Applicant:	Prime Development LLC, 1712 Woodcreek Farms Road, Elgin, SC 29045
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning, Approve
PC Recommendation:	06/06/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)

44. Comprehensive Plan Amendment - The Park: Phase 2: 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle; TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05 – *Approved on second reading.*

Ordinance No.: 2016-117 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, and 1412 Beechfern Circle, Richland County TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11 and 25815-01-05 annexed by Ordinance No.: 2016-086 enacted October 18, 2016 – *Approved on second reading.*



We Are Columbia

- | | |
|-----------------------|---|
| Council District: | 4 |
| Proposal: | Amend Chapter 8.3 of The Columbia Plan 2018- Future Land Use Map to include the above property and confirm land use classification of Urban Edge Residential Large Lot (UER-2) |
| Applicants: | Lara M. Druffner, Thomas C. Druffner, Clarence P. Toland, Arleatha M. Toland, NVR, Inc., June M. Harper, June Marie Rodriquez, Andre L. Walker, Kristy M. Walker, Gopu Rajasekharan, Varsha Pankajakshan, Invested Properties, LLC, Michael J. L. Vantooren |
| Staff Recommendation: | Annex, Assign Interim Land Use and Interim Zoning, Approve |
| PC Recommendation: | 04/04/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0) |
45. Comprehensive Plan Amendment - The Park- Phase 2: 513 Cordgrass Road, 1379 Beechfern Circle, 1398 Beechfern Circle; TMS# 25815-02-07, 25815-02-20, 25815-01-07 – *Approved on second reading.*
- Ordinance No.: 2016-121 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 513 Cordgrass Road, 1379 Beechfern Circle, and 1398 Beechfern Circle, Richland County TMS# 25815-02-07, 25815-02-20 and 25815-01-07 annexed by Ordinance No.: 2016-101 enacted December 6, 2016 – *Approved on second reading.*
- | | |
|-----------------------|--|
| Council District: | 4 |
| Proposal: | Amend Chapter 8.3 of The Columbia Plan 2018- Future Land Use Map to include the above property and confirm land use classification of Urban Edge Residential Large Lot (UER-2) |
| Applicants: | Martin J. Keaney, Susan C. Keaney, Asuncion Valentin, Juan Manuel Flores Moreno, Leticia Ceballos Godefroy |
| Staff Recommendation: | Annex, Assign Interim Land Use and Interim Zoning, Approve |
| PC Recommendation: | 04/04/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0) |
46. Comprehensive Plan Amendment - The Park- Phase 3: 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area) TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29 – *Approved on second reading.*



We Are Columbia

Ordinance No.: 2016-120 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, and 1292 Beechfern Circle (Open Area), Richland County TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, and 25815-01-29 annexed by Ordinance No.: 2016-085 enacted October 18, 2016 – *Approved on second reading.*

Council District: 4

Proposal: Amend Chapter 8.3 of The Columbia Plan 2018- Future Land Use Map to include the above property and confirm land use classification of Urban Edge Residential Large Lot (UER-2)

Applicants: Carolyn Walden Baxley, Christian B. Baxley, Devang Mehta, Alicia Mehta, Omar Torres, Madisa Torres, Loren P. Romeus, Bettina L. Romeus, Elaina N. Miller, Lamont Miller, Two Parks LLC

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

PC Recommendation: 05/02/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)

47. Annexation, Comprehensive Plan Map Amendment and Zoning Map Amendment - The Park- Phase 3: 1303 Beechfern Circle, 1308 Beechfern Circle, 1329 Beechfern Circle, 1334 Beechfern Circle TMS# 25815-02-32, 25815-01-26, 25815-02-28, 25815-01-22 – *Approved on second reading.*

Ordinance No.: 2016-118 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1303 Beechfern Circle, 1308 Beechfern Circle, 1329 Beechfern Circle, and 1334 Beechfern Circle, Richland County TMS# 25815-02-32, 25815-01-26, 25815-02-28, and 25815-01-22 annexed by Ordinance No.: 2016-100 enacted December 6, 2016 – *Approved on second reading.*

Council District: 4

Proposal: Amend Chapter 8.3 of The Columbia Plan 2018- Future Land Use Map to include the above property and confirm land use classification of Urban Edge Residential Large Lot (UER-2)

Applicants: James Theodore Brown Jr., Shannon Louise Brown, Keddrick D. Brown, Curtina L. Brown, Andrea L. Kendrick, Herman L. Crawford Jr., Jonathan Ulven

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

PC Recommendation: 05/02/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)



We Are Columbia

48. Annexation with Map Amendment - 25.26 acres S/S Woodcreek Road formerly known as 140 Coopers Nursery Road; TMS# 28800-01-11 – *Approved on second reading.*

Ordinance No.: 2017-004 - Annexing and Incorporating 25.26 acres SS Woodcreek Farms Road (140 Coopers Nursery Road), Richland County TMS# 28800-01-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on second reading.*

Council District: 4

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

Applicant: Woodcreek Development Partnership, Woodcreek Farms Homeowners Association

Staff Recommendation: Approval

PC Recommendation: 12/5/2016; Approval (8-0)

49. Annexation with Map Amendment - 3.91 acres S/S Jacobs Mill Pond Road; TMS# 28900-03-09 – *Approved on second reading.*

Ordinance No.: 2017-007 - Annexing and Incorporating 3.91 acres S/S Jacobs Mill Pond Road, Richland County TMS# 28900-03-09, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – *Approved on second reading.*

Council District: 4

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

Applicant: Beaver Lake Limited Partnership / Woodcreek Farms Homeowners Association

Staff Recommendation: Approval

PC Recommendation: 12/5/2016; Approval (8-0)



We Are Columbia

50. Zoning Map Amendment - N/S Deerpark Drive, N/S Island View Circle, Jacobs Mill Pond Road; TMS# 28912-02-01, 28912-03-01, 28900-01-16 – *Approved on second reading.*

Council District: 4

Proposal: Amend the Official Zoning Map of the City of Columbia to include the above property and confirm zoning of PUD-R, -FP (Planned Unit Development- Residential District, -Flood Protective Area)

Applicant: Prime Development LLC, 1712 Woodcreek Farms Road, Elgin, SC 29045

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

PC Recommendation: 06/06/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)

51. Zoning Map Amendment - The Park: Phase 2: 509 Cordgrass Road, 521 Cordgrass Road, 531 Cordgrass Road, 1347 Beechfern Circle, 1361 Beechfern Circle, 1367 Beechfern Circle, 1378 Beechfern Circle, 1412 Beechfern Circle; TMS# 25815-02-06, 25815-02-09, 25815-02-13, 25815-02-15, 25815-02-17, 25815-02-18, 25815-01-11, 25815-01-05 – *Approved on second reading.*

Council District: 4

Proposal: Amend the Official Zoning Map of the City of Columbia to include the above property and confirm zoning of PUD-R (Planned Unit Development- Residential District)

Applicants: Lara M. Druffner, Thomas C. Druffner, Clarence P. Toland, Arleatha M. Toland, NVR, Inc., June M. Harper, June Marie Rodriguez, Andre L. Walker, Kristy M. Walker, Gopu Rajasekharan, Varsha Pankajakshan, Invested Properties, LLC, Michael J. L. Vantooren

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

PC Recommendation: 04/04/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)



We Are Columbia

52. Zoning Map Amendment - The Park- Phase 2: 513 Cordgrass Road, 1379 Beechfern Circle, 1398 Beechfern Circle; TMS# 25815-02-07, 25815-02-20, 25815-01-07 – *Approved on second reading.*

Council District: 4

Proposal: Amend the Official Zoning Map of the City of Columbia to include the above property and confirm zoning of PUD-R (Planned Unit Development- Residential District)

Applicants: Martin J. Keaney, Susan C. Keaney, Asuncion Valentin, Juan Manuel Flores Moreno, Leticia Ceballos Godefroy

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

PC Recommendation: 04/04/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (7-0)

53. Zoning Map Amendment - The Park- Phase 3: 1286 Beechfern Circle, 1291 Beechfern Circle, 1335 Beechfern Circle, 1340 Beechfern Circle, 1341 Beechfern Circle, Detention Pond, 40 Foot Buffer, 1311 Beechfern Circle, 1292 Beechfern Circle (Open Area) TMS# 25815-01-30, 25815-02-34, 25815-02-27, 25815-01-21, 25815-02-26, 25815-01-20, 25815-01-19, 25815-05-06, 25815-02-31, 25815-01-29 – *Approved on second reading.*

Council District: 4

Proposal: Amend the Official Zoning Map of the City of Columbia to include the above property and confirm zoning of PUD-R (Planned Unit Development- Residential District)

Applicants: Carolyn Walden Baxley, Christian B. Baxley, Devang Mehta, Alicia Mehta, Omar Torres, Madisa Torres, Loren P. Romeus, Bettina L. Romeus, Elaina N. Miller, Lamont Miller, Two Parks LLC

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

PC Recommendation: 05/02/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (8-0)



We Are Columbia

54. Zoning Map Amendment - The Park- Phase 3: 1303 Beechfern Circle, 1308 Beechfern Circle, 1329 Beechfern Circle, 1334 Beechfern Circle TMS# 25815-02-32, 25815-01-26, 25815-02-28, 25815-01-22 – *Approved on second reading.*

Council District: 4

Proposal: Amend the Official Zoning Map of the City of Columbia to include the above property and confirm zoning of PUD-R (Planned Unit Development- Residential District)

Applicants: James Theodore Brown Jr., Shannon Louise Brown, Keddrick D. Brown, Curtina L. Brown, Andrea L. Kendrick, Herman L. Crawford Jr., Jonathan Ulven

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

PC Recommendation: 05/02/16: Annex, Assign Interim Land Use and Interim Zoning, Approve (8-0)

COMPREHENSIVE PLAN AMENDMENT - SECOND READING

55. West Gervais District Plan – *Approved on second reading.*

Ordinance No.: 2016-081 - Adopting the West Gervais District Plan as an addendum to The Columbia Plan 2018 – *Approved on second reading.*

City Council District: 2

Proposal: Request that City Council adopt the West Gervais District Plan as an addendum to the City of Columbia's Comprehensive Plan.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 07/11/2016; Deferred; 08/01/2016; Approval with Modification (6-1)

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2016-081 - Adopting the West Gervais District Plan as an addendum to The Columbia Plan 2018.



We Are Columbia

AMENDMENT TO THE GUIDELINES - SECOND READING

56. Amend the Design Guidelines for the West Gervais Historic Commercial District (§17-681(D)(1)) and the West Gervais Historic Protection Area District (§17-681(C)(6)) Pursuant to §17-654(B) – *Approved on second reading.*

Council District: 2

Proposal: Request the adoption of revised guidelines for the West Gervais Historic Commercial District (§17-681(d)(1)) and the West Gervais Historic Protection Area District (§17-681(c)(6)) pursuant to §17-654(b).

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

Staff Recommendation: Approval

D/DRC Recommendation: 07/14/2016; Approval (7-0)

PC Recommendation: 07/11/2016; Deferred; 08/01/2016; Approval (6-1)

Councilor Rickenmann asked why this matter has been delayed since August.

Mayor Benjamin explained that this item has been held a few times in hopes of the developer coming back with a plan that they could talk with the neighbors and City Council about.

Councilor Rickenmann said a concern with historic preservation areas is that solar panels are prohibited. He cautioned the community members about this.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give second reading approval to an *Amendment to the Guidelines* for the West Gervais Historic Commercial District (§17-681(D)(1)) and the West Gervais Historic Protection Area District (§17-681(C)(6)) Pursuant to §17-654(B).

RESOLUTIONS

57. Resolution No.: R-2017-019 - Approving the honorary naming of the intersection of Elmwood Avenue and Barhamville Road "Deacon Moses Felder Square" - *Approved*

Councilor McDowell thanked Councilwoman Devine for making this happen for Deacon Moses Felder of Hills Barber Shop.

Councilor Devine said a ceremony is scheduled for March 19, 2017.



We Are Columbia

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2017-019 - Approving the honorary naming of the intersection of Elmwood Avenue and Barhamville Road "Deacon Moses Felder Square".

58. Resolution No.: R-2017-020 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association - *Approved*

Councilor Duvall said this is a very dangerous practice of allowing people to collect money within intersections. It's a physical danger and it's a fiscal responsibility issue with cash going through the system.

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted five (5) to one (1) to approve Resolution No.: R-2017-020 - Permitting the Fire Department to collect money for the Muscular Dystrophy Association. Voting aye were Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis and Mayor Benjamin. Mr. Duvall voted nay.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

59. Fund Balance, General Capital Projects and Hospitality Tax Funding

Ms. Melisa Caughman, Budget and Program Management Director outlined requests for the reallocation of existing funding leaving a fund balance of \$640,614. She presented additional requests for funding to include the Parks and Recreation Art Center, Finlay Park fountain, HVAC repairs and renovation of the United Way Building, the Assembly Street corridor and Busby Street Community Building. She reported that the remaining Hospitality Tax Fund balance is \$77,000 and there is \$585,000 in the Liquor Rebate Fund.

Mr. Duvall made a motion to approve the following **allocations**. It was seconded by Mr. McDowell.

\$100,000	Vista Yellow Shirts
\$50,000	City Center Partnership Yellow Shirts
\$30,000	Black Expo
\$60,000	Total Eclipse
\$100,000	District Two Parks
\$100,000	Reserved for North Main Corridor for projects under RFP
\$120,000	Urban League debts from 2016

Councilor Devine suggested that eligible projects be funded from the Hospitality Tax Fund. She said this is one-time funding and we have a lot of needs internally. I don't want to forego anything that we need internally before funding an outside group.



We Are Columbia

Ms. Teresa Wilson, City Manager said we are not dealing with a lot of money to be spent at this point. She cautioned Council against spending down the fund balance. She said the items presented are of immediate need. We anticipated that you might divide the hospitality tax funding for those requests that are eligible. She asked Council to be cautious about expending the funds. She suggested that we budget for a Community Promotions funding process to assist external groups.

Councilor McDowell said hospitality tax funds are limited and we have to be cautious as we sojourn.

Councilor Duvall stated that \$18.3 million is in a 15% reserve fund. He suggested that the Eclipse be funded from the Hospitality Tax Fund.

Councilor Rickenmann suggested that the Council loan from the Hospitality Tax fund balance to pay for eligible requests. He further suggested that Council only move forward with those items that are necessary.

Councilor Devine said we need to retain a hospitality tax reserve fund.

Councilor Rickenmann sought clarification on the additional funding allocation for the City Center Partnership Yellow Shirts.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted ~~unanimously~~ **five (5) to one (1)** to approve the following funding allocations from the unassigned fund balance: **Voting aye were Mr. McDowell, Mr. Duvall, Ms. Devine, Mr. Davis and Mayor Benjamin. Mr. Rickenmann voted nay.**

\$100,000	Vista Yellow Shirts
\$50,000	City Center Partnership Yellow Shirts
\$30,000	Black Expo - \$15,000 from the Hospitality Tax Fund and \$15,000 from the unassigned fund balance
\$60,000	Total Eclipse from the Hospitality Tax Fund
\$100,000	District Two Parks
\$100,000	North Main Corridor for projects under RFP
\$120,000	Urban League debts from 2016

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the staff recommendations related to requests for re-allocation / change of funding source and requests to appropriate funds / allocate budgets. *Please refer to Item 8.*



We Are Columbia

CONSIDERATION OF BID AND AGREEMENT

60. Council is asked to authorize Contract Negotiations with Mashburn Construction for a New Art Center at the Cannon Garage at a Guaranteed Maximum Price of \$809,964.00 and a project contingency in the amount of \$40,499.00 for a total amount not to exceed \$850,463.00, as requested by the Parks and Recreation Department. Council is also asked to authorize the City Manager to approve the final contract. *Funding Source: 4039999/PK1038004. The original budgeted amount is \$906,644.00. Community Development Block Grant (CDBG) funds have been obligated in the amount of \$456,644.00 for Phase I of this project. Phase I includes general design, electrical, mechanical, plumbing, and fire protection. Additional funding has been identified to complete the funding package so that the project can continue from Phase I to Phase II drywall, flooring, painting, plumbing, and electrical in a seamless manner. Mashburn has agreed to meet the City's minimum DBE participation level of 10%. The final negotiated DBE amounts will be further outlined in the upcoming agreement. The proposed award in the amount of \$850,463.00 includes a Guaranteed Maximum Price (\$809,964.00) submitted by Mashburn Construction and a 5% contingency (\$40,499.00) to be used at the discretion of the project manager. - Approved*

Councilor Rickenmann noted that this project is fully funded.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to authorize Contract Negotiations with Mashburn Construction for a New Art Center at the Cannon Garage at a Guaranteed Maximum Price of \$809,964.00 and a project contingency in the amount of \$40,499.00 for a total amount not to exceed \$850,463.00, as requested by the Parks and Recreation Department. Council **is** also authorized the City Manager to approve the final contract.

OTHER MATTERS

61. Council is asked to approve the Columbia Urban League 2016 Summer Work Experience Leadership Program Funding Request in an amount up to \$120,283.00. - *Please refer to Item 59.*

Councilor Devine asked that the formal MOU with the Columbia Urban League include a structured initiative to encourage students to save the money they are earning through SWELP.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

No committee reports or referrals were made at this time.



We Are Columbia

APPEARANCE OF THE PUBLIC

No one appeared at this time.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to adjourn the meeting at 7:42 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked approve the Purchase of Radios and Accessories, as requested by the Police Department. Award to Motorola Inc., using the SC State Contract in the amount of \$61,624.67. This vendor is located in Blythewood, SC.

FINANCIAL IMPACT: Funding Source: FEMA/ Police Department: Radio Equipment 2532402-627800. The original budgeted amount is \$65,000.00.

ORIGINAL BUDGET: \$65,000,00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Improve Communication

We respectfully request approval for this purchase using the SC State Contract #4400013531 vendor, Motorola inc., at the following cost plus sales tax.

Radios and Accessories	\$57,059.88
Sales Tax	4,564.79
Total	\$61,624.67

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

ATTACHMENTS:

- **#a:** State Contract and Quote (PDF)

Proposal

**MOTOROLA**

TO: City of Columbia
Police Department

ATTN: Major Hines

Motorola Solutions
Wayne Lynch
447 Wilson Hall Road
Sumter, South Carolina 29150
803-469-4506
803-469-9446 Fax

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
12	H98UCH9PW7BN	APX6000 700/800 Model 3 Portable includes: Bluetooth, IV&D,GPS	\$2,515.50	\$30,186.00
12	Q806	Digital Operation	\$386.25	\$4,635.00
12	H38	Smartzone Operation	\$900.00	\$10,800.00
12	Q361	P25 Software	\$225.00	\$2,700.00
12	QA01749	ASK software key		
12	QA01833	EXTREME 1-Sided noise reduction	\$18.75	\$225.00
12	Q15	AES,DES,DES-XL,DES-OFB encryption	\$599.25	\$7,191.00
12	H869	Add Multi Key	\$247.50	\$2,970.00
12	H885BK	2 Year Repair service advantage	\$84.00	\$1,008.00
12	PMMN4069A	IMPRES Remote Speaker mic	\$84.70	\$1,016.40
12	NNTN8860A	Impress Single Unit Charger	\$96.25	\$1,155.00
12	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T	\$97.79	\$1,173.48
12		SC Promo Expires 2-17-17	(\$500.00)	(\$6,000.00)

Terms: net 30 days
Shipment FOB Origin
Delivery 4 weeks
Date 10-Feb-17
State Contract # 4400013531
B&Q # 19009

Equipment	\$57,059.88
Taxes @ 8%	\$4,564.79
Installation	
Other	
TOTAL	\$61,624.67

R179776



PROCUREMENT SERVICES

[Refresh](#)

Contract 4400013531

Validity Start 07/01/2016

Target Value \$ 10,000,000.00

Bid Invitation

Contract Notes

Validity End 06/30/2021

FEIN 36-1115800

Vendor 7000007297

Vendor Address MOTOROLA COMMUNICATIONS & ELEC
217 CARTGATE CIRCLE
BLYTHEWOOD SC 29016

District

Telephone

Minority Status Not Applicable

E-mail

Fax Number

Contract Items

One Item found.

Item Pricing

00010 Mobile Radio Communications

Material Group: 72524 - frequency data communication
equipment, radio (including identification equipment)

Agency: Statewide



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Citywide Multifunctional Copier Device Services, as requested by the General Services Department. Award to Ricoh USA, Inc., in the amount of \$450,781.20. This company is located in Columbia, SC.

FINANCIAL IMPACT: Funding Source: Central Stores/Copying – Xerox Copy and Supplies, 6208951– 627200. The original budgeted amount is \$1,050,000.00.

ORIGINAL BUDGET: \$210,000.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Improve Communication

Three (3) bids were received for Multifunctional Copier Device (Citywide) as requested by General Services. Approximately, eighty-three (83) devices will be utilized. The initial term shall end March 1, 2020 with an option to extend two (2) additional one (1) year periods. The total contract term shall not exceed beyond March 1, 2022. Contract will start March 1, 2017 with no financial impact until September 1, 2017.

I respectfully request City Council's approval of this service from Ricoh USA, Inc., at the following quantity plus S.C. sales tax.

Months	Description	Cost	Extended
36	Multifunctional Devices	\$13,913.00	\$500,868.00
	Rebate (6 months)		\$ (83,478.00)
	Tax		\$ 33,391.20
	Total Cost		\$450,781.20

Ricoh USA Inc. is located in Columbia, SC 29203.

ATTACHMENTS:

- **#a:** BID014-16-17-CPM (Revised-Pricing) Bid Tabulation (PDF)

- #b: Scope of Services (PDF)
- #c: Ricoh- Cost per copy (PDF)
- #d: Ricoh Draft released for approval_02 17 17_saw (2) (3) (PDF)
- #e: Ricoh USA - Agreement for Professional Services - 17021792 (PDF)

REVISED Pricing - Bid Tabulation Report
BID014-16-17-CPM: MULTIFUNCTIONAL COPIER DEVICES CITYWIDE-RE
Wednesday, September 07, 2016

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001543 - Carolina Office systems					
820 Gracern Road Columbia, 29210-			Notice: Y Terms and Conditions: I Agree Noncollusion: Y AMENDMENT: Y Certified Local Vendor: N		
1	09571	COPY PER COPY MULTIFUNCTIONAL COPIER DEVICES CITYWIDE Per de	1.00	0.00	0.00
Total Carolina Office systems					20,635.00
Bidder ID: B002295 - Pollock Financial Services					
112 Corporate Blvd. West Columbia, SC 29169			Notice: Y Terms and Conditions: I Agree Noncollusion: Y AMENDMENT: Y Certified Local Vendor: N		
1	09571	COPY PER COPY MULTIFUNCTIONAL COPIER DEVICES CITYWIDE Per de	1.00	15,150.00	15,150.00
Total Pollock Financial Services					15,150.00
Bidder ID: B002296 - Ricoh USA					
7 Technology Circle Columbia, SC 29203-			Notice: Y Terms and Conditions: I Agree Noncollusion: Y AMENDMENT: Y Certified Local Vendor: N		
1	09571	COPY PER COPY MULTIFUNCTIONAL COPIER DEVICES CITYWIDE Per de	1.00	13,913.00	13,913.00
Total Ricoh USA					13,913.00

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.

City's Multifunctional Copier Devices

I. Introduction

The City of Columbia (COC) is seeking a vendor that will provide consistent quality and continuous process improvements for all areas of the City's multifunctional devices (MFD). We are looking for a supplier with the demonstrated expertise, technology, resources and commitment to perform the comprehensive scope of the pre-determined services. We need the supplier to make modifications, when necessary, and grow with our needs. The City's copying needs are very diverse and include, but are not limited to, not only normal office copying needs, but large projects, including single page, multiple pages, posters, booklets, page numbering, scanning to portable document format (PDF), compression portable document format (PDF) or joint photographic experts group (JPG) options. Vendor shall provide all supplies required for a fully operational MFD, **including, toners, inks, cartridges, staples; and replacement Hard Drives**, for normal and expected operations shall be included in the price quoted herein.

The City seeks to implement digital technology via single platform, network based multifunction units to simplify day to day tasks such as walk up copying, network printing, batch copying, network color scanning, e-mailing and faxing. Compatibility with the COC's network infrastructure, IT services compliance, and security of both the devices and the way the devices interconnect on the network shall be required.

The required configuration for the MFD will be that they are network connected and operational for either network delivery of request, or walk –up on demand servicing for copying, printing, faxing and scanning of required documents. A security access control feature that is manageable centrally will be required for usage of the copiers. Security provisions must be included, that once a copier is delivered and placed in service at a city location and then replaced or removed; any data present on the device must be removed to comply with COC Data Destruction Policy. No outside entity can remotely connect to or monitor the copiers without consent of City IT staff. Each unit delivered must have these features enabled; they must not be optional items to be added on during contract negotiations. Any deviation from this specification will result in cancellation of award.

II. Specifications

The contract shall be for the period three (3) years beginning September 2016 or as soon as approved by City Council through June 30, 2019, hereinafter stated as the initial term. The City of Columbia reserves the option to renew this contract for a period of two additional one (1) year periods. Any renewal of this agreement must be in writing and signed by the parties at least 60 days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2021. This is not a lease contract.

The COC has conducted a pre-solicitation review of various available offerings and subsequently short-listed to the top three WSCA-NASPO Cooperative (SC State Contract) vendors to provide a bid response.

Multifunctional Copier Devices Citywide REBID

Page No. 6 Bid 014-16-17-CPM

A. Equipment Requirements

There are 83 units that are used in various locations throughout the City. The estimated volume for these units the last 10 months is approximately 2,214,427.

The City of Columbia reserves the right to choose which multifunctional copier devices that best fits its needs.

All multi- function devices (MFD) must be newly manufactured or factory produced new. No used, demo, refurbished or remanufactured products will be accepted.

All equipment/software shall be compatible with standard networking protocols and be compatible and capable of operating from Windows Server 2012, Windows Server 2012 R2, Windows Server 2008, Windows Server 2008 R2, Windows 10, Windows 8, and Windows 7 in both 32bit and 64bit environments. In addition, compatible and capable of operating from Solaris 10 and Solaris 11.

Connection to the City's network requires the proposed solution to support IP v4.

All machines, minus any data stored on the hard disk or storage device, shall remain the property of vendor. Vendor shall maintain all machines in acceptable working order equal or better to initial installation functional level during term the contract is in force. Any machine deemed unacceptable by the City shall be replaced at vendor's expense.

Equipment installations must be coordinated with IT staff and management at the facility prior to placing the equipment.

An operator's manual shall be furnished with each copier.

It shall be the responsibility of the vendor to remove the multifunctional copier devices at the end of the expiration date or cancellation of the contract. There shall be no additional charges for the removal the MFDs whether during the term of the contract or at the termination of the contract.

B. Back-End (Management) Requirements

- Active Directory integration to include user authentication.
- Server based meter collection software for user/department accounting/billing
- Supply management & reporting.
- Server based global configuration management.
- "Follow Me" secure printing.
- Print support for Windows platforms.
- Print support for Unix/Solaris platforms
- Scanning at MFD with similar options as copy functions (i.e. duplex, color, etc.), ability to scan at device (document feeder or flatbed), ability to scan to tiff and pdf formats, scan to network share using SMB protocol, and scan to multiple network destinations.
- Ability to support custom overlay forms to be loaded and printed on demand.

C. Front-End (Copier) Requirements

- **Normal-Volume:**
 - o Color printing
 - o Monochrome by default
 - o Color scanning to network share
 - o Color copying
 - o Duplex
 - o Faxing
 - o Finisher (staple / hole punch)
 - o Three paper trays (up to 11" x 17")
 - o Manual feed / bypass paper tray
 - o Paper feeder for copy / scan
 - o Optional tray for media (envelopes / labels)
 - o Secure Print (w/ ADS integration)
 - o HID iClass card reader (for use w/ Secure Print and ADS integration).
- **High-Volume:**
 - o Same features as normal-volume.
 - o Same manufacturer as normal-volume.
 - o Faster print speeds
 - o Output stacker
 - o Additional trays / high-capacity trays

III. Response Requirements

Vendor must submit a detailed plan for implementation. A lead time for the equipment installation will be within 30 days of the award. A list of the City's current devices and locations has been provided. (Appendix I)

Vendor must submit a training plan. Vendor shall provide user training in the use of all covered equipment, including general copy skills, monitoring tool and detailed features.

Please provide contact information for reorder of supplies.

Provide a telephone number for service, the physical address of the service facility that would be responding to this bid and the average service response time.

Vendor must submit a response as to the compliance and or exceptions as they pertain to the specifications listed and the City of Columbia Department of Information Technology Cloud Terms and Conditions.

The vendor must provide statistics on their average response time; call center and telephone call-in information; and service location to the City of Columbia Procurement Department and/or Contract Administrator within five (5) working days.

Vendor shall furnish a Certificate of Insurance.

IV. Service Requirements

The vendor shall be responsible for all installation; support and preventative maintenance so as to ensure the MFD maintain original installation operational efficiency. Vendor shall perform a monthly or routine, as agreed by the vendor and the City, on all MFD's under this contract.

The vendor must provide on-site support, phone support and trouble-shooting support.

Vendor shall have a response time of (4) four hours, after a call is placed. All work must be performed during normal working hours (8 a.m. to 5 p.m. weekdays).

The vendor must maintain a stock of all supplies and/or parts for each MFD. The vendor shall have 24 hours to provide the supplies and/or parts if they are not available at the time of the service call.

THIS SPACE WAS INTENTIONALLY LEFT BLANK.

If pricing has change please indicated the new prices below:

Item #1	Cost per Copy (CPC) – Black/White	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White	300,000	.03995	\$11,983.00

Item #2	Cost per Copy (CPC) - Color	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Color	50,000	.0386	\$1,930.00

Total Extended Cost per Copy (lines item 1-2)			\$13,913.00 ***	
---	--	--	-----------------	--

	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White cost per copy in excess of estimated monthly 300,000 copies.	NA	.00495	NA
	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Color cost per copy in excess of estimated monthly 50,000 copies.	NA	.0386	NA

Comments:

*** Promotion Available: First 6 months CPC Base Free (Includes Lease & Service Base)

(6 months x \$13,913.00 = \$83,478.00 savings)

*** MUST BE SIGNED BY DECEMBER 23, 2016 / Can be delivered as late as February 23, 2017

Department of Procurement and Contracts
1136 Washington Street, 4th Floor
Columbia, South Carolina 29201

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Ricoh USA, Inc., (hereinafter referred to as the "Professional"), for Ricoh USA, Inc. to render services for multifunctional copier devices citywide.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional to provide Multifunctional Copier Devices, software license, delivery, installation, training and related post-sale on-site support to for a period not to exceed 36 months during the initial term of the agreement or extend beyond June 30, 2022 including all optional years.

WHEREAS, the Professional agrees to provide such services as outlined in Solicitation Bid 014-16-17-CPM.

WHEREAS, the Professional agrees to offer the City of Columbia a rebate equivalent to \$13,913.00 per month up to six months after implementation and not to exceed \$83,478.00 as outlined in the Exhibit B.

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

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

I. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Professional shall in a satisfactory and proper manner complete the Scope of Services fully described in BID014-16-17-CPM for Multifunctional Copier Devices Citywide and in accordance Exhibit A, attached hereto.

II. SUPPLEMENTAL OR ADDITIONAL SERVICES

Supplemental or Additional Services may be required of the Professional by the City or recommended by the Professional and approved by the City in writing.

The Professional must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Professional fails to obtain prior

written approval to perform the work, the City is under no obligation to compensate the Professional for services performed.

III. TERM OF AGREEMENT

This Agreement shall expire, unless terminated earlier as provided for herein, June 30, 2020, or at such time the total compensation provided for herein is reached, whichever is later. There will be an option to extend for two (2) additional one-year periods at the mutual pleasure of both parties.

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

IV. SCHEDULE FOR COMPLETION OF SERVICES

Time is of the essence. The Professional shall complete any and all services performed under this Agreement as outlined in Exhibit C, Transition and Implementation, attached hereto.

V. COMPENSATION

A. The cost (per copy) to be paid by the City to the Professional under this Agreement shown on Exhibit B attached hereto,

B. The Professional shall submit invoices no more frequently than monthly for services rendered during each prior month based on cost per copier volumes. Each invoice submitted must show cost calculations. Each invoice shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. The Professional shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

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.

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

B. The Professional 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 Professional and any subcontractor of the Professional commencing any services under this Agreement. This insurance shall remain in effect throughout the term of this Agreement and any renewals and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

The Professional will also promptly notify the City of any civil or criminal actions filed against the Professional 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. 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.

VII. PERMITS AND LICENSES

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

B. The Professional shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Professional to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, City of Columbia Permits.

C. The Professional 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 Professional shall procure a City of Columbia business license while performing services under this Agreement.

VIII. DUTIES UPON TERMINATION

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause; In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Professional shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Professional prior to the date of termination of the agreement. The Professional shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Professional 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 Professional 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 Professional. In no event shall the Professional be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Professional be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. OWNERSHIP OF PROJECT DOCUMENTS

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

XI. NOTICE

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

B. Written notice to the Professional shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Ricoh USA, Inc., 7 Technology Circle, Suites 425, Columbia, SC 29203.

XII. MISCELLANEOUS

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

B. The Professional shall be responsible for performance of all services required by this Agreement. The Professional does not act as the City's agent or employee.

C. The Professional will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Professional agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Professional 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 Professional.

F. This Agreement represents the entire agreement between the City and the Professional and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Professional may amend this Agreement.

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

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

I. This Agreement is subject to City Council approval.

J. The Professional is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

L. The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

XIII. EQUIPMENT: IMPLEMENTATION/DELIVERY/INSTALLATION/REMOVAL

A. The multifunctional copier devices are to be delivered and install (Citywide) in the City of Columbia, South Carolina. The City of Columbia Department of Information Technology shall be involved in the setup. For installation to be considered completed, all devices must be operational on the City of Columbia's network and be in complete compliance with City of Columbia Department of Information Technology security, operational rules, procedures, guidelines, software requirements and cloud computing terms and conditions.

Once the multifunctional copier device is in service all hard drives and/or storage devices will become permanent property of the City of Columbia and will be not removed from the City of Columbia property. Said hard drives and/or storage devices will be removed from the multifunctional copier devices and turned over to the Department of Information Technology at the contract expiration, contract termination, or any removal of multifunctional copier devices from City of Columbia property. This restriction can be lifted if the Professional provides a certificate of data destruction, containing the serial numbers of hard drives and/or storage devices, with destruction in one of the following manners; physical destruction, electromagnetic degaussing, or multi-pass data wipe of three or more levels. See Exhibit C and Exhibit D.

B. It shall be the responsibility of the Professional to remove the multifunctional copier devices at the expiration date or termination of the contract. Equipment removal will be done at mutually agreeable times established by the City of Columbia. There will be no charges for removal of the equipment whether during the term of the contract or at the termination of the contract.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____ Date: _____
Teresa Wilson, City Manager

RICOH USA, INC.

Witness

By: _____ Date: _____
Title: _____

EXHIBIT A – Scope of Work

City's Multifunctional Copier Devices

I. Introduction

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 - Manual feed / bypass paper tray
 - Paper feeder for copy / scan
 - Optional tray for media (envelopes / labels)
 - Secure Print (w/ ADS integration)
 - HID iClass card reader (for use w/ Secure Print and ADS integration).
- **High-Volume:**
 - Same features as normal-volume.
 - Same manufacturer as normal-volume.
 - Faster print speeds
 - Output stacker
 - Additional trays / high-capacity trays

III. Response Requirements

Vendor must submit a detailed plan for implementation. A lead time for the equipment installation will be within 30 days of the award. A list of the City's current devices and locations has been provided. (Appendix I)

Vendor must submit a training plan. Vendor shall provide user training in the use of all covered equipment, including general copy skills, monitoring tool and detailed features.

Please provide contact information for reorder of supplies.

Provide a telephone number for service, the physical address of the service facility that would be responding to this bid and the average service response time.

Vendor must submit a response as to the compliance and or exceptions as they pertain to the specifications listed and the City of Columbia Department of Information Technology Cloud Terms and Conditions.

The vendor must provide statistics on their average response time; call center and telephone call-in information; and service location to the City of Columbia Procurement Department and/or Contract Administrator within five (5) working days.

Vendor shall furnish a Certificate of Insurance.

IV. Service Requirements

The vendor shall be responsible for all installation; support and preventative maintenance so as to ensure the MFD maintain original installation operational efficiency. Vendor shall perform a monthly or routine, as agreed by the vendor and the City, on all MFD's under this contract.

The vendor must provide on-site support, phone support and trouble-shooting support.

Vendor shall have a response time of (4) four hours, after a call is placed. All work must be performed during normal working hours (8 a.m. to 5 p.m. weekdays).

The vendor must maintain a stock of all supplies and/or parts for each MFD. The vendor shall have 24 hours to provide the supplies and/or parts if they are not available at the time of the service call.

THIS SPACE WAS INTENTIONALLY LEFT BLANK.

EXHIBIT B – Cost per copy

If pricing has change please indicated the new prices below:

Item #1	Cost per Copy (CPC) – Black/White	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White	300,000	.03995	\$11,983.00

Item #2	Cost per Copy (CPC) - Color	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Color	50,000	.0386	\$1,930.00

	Total Extended Cost per Copy (lines item 1-2)	\$13,913.00 ***		
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	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White cost per copy in excess of estimated monthly 300,000 copies.	NA	.00495	NA
	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Color cost per copy in excess of estimated monthly 50,000 copies.	NA	.0386	NA

Comments:

*** Promotion Available: First 6 months CPC Base Free (Includes Lease & Service Base)

(6 months x \$13,913.00 = **\$83,478.00 savings**)

*** **MUST BE SIGNED BY DECEMBER 23, 2016 / Can be delivered as late as February 23, 2017**

EXHIBIT C – Transition/Implementation Plan

Design – This phase finds our consultants, engineers, and subject-matter experts hard at work helping the Project Manager translate the defined requirements into a work breakdown structure, or project plan. The PM will work with the entire project team to define and document each action necessary to achieve that every activity assigned to a project.

Transition and Implementation

Based on a well-defined plan, the solution is implemented as designed by our transition team specialists. These specialists are focused on producing agreed results in a timely and cost-effective manner. The project plan is reviewed by the transition team and modified (if necessary) to ensure that all objectives are met.

Our transition team includes highly trained employees who have been involved in the solution development process for City of Columbia and are experienced in implementing systems similar in size and scope. This team helps coordinate equipment installation, initial site training, maintenance, service and other related tasks with minimal involvement from City of Columbia personnel.

Equipment Delivery, Installation and Training Plan

Our delivery, installation and training strategy for implementation illustrates the ability to provide specified equipment, manage successful transitions and provide necessary training to ensure that users understand the equipment functionality. This strategy covers three distinct elements:

- **Installation Preparation and Logistics**

After contract award and before equipment installation, the transition team confirms the following:

- ❖ Machine configurations and quantities
- ❖ Exact locations and key contacts
- ❖ Customer training requirements

Before implementation, all of our employees who are involved in the project attend two meetings that include detailed expectations, a mock run-through and testing. A third meeting includes a designated customer staff member to ensure compliance with all specifications.

Two master spreadsheets are managed by the transition team to ensure a consistent, well-planned implementation. Installation is accomplished simultaneously over a predetermined period of time in accordance with customer expectations. The team oversees assembly, staging and setup of all equipment. Our employees are responsible for transferring equipment to the designated locations, installing the equipment and ensuring satisfactory operation.

After installation, all designated equipment users receive a survey to assess their satisfaction with the equipment, the courtesy of the installers and the training. Included with the survey are guidelines for requesting service, ordering toner and requesting other changes or modifications (also addressed during the training seminar). The survey results are reported to the customer.

After reviewing the pre-installation data and confirming the general requirements, the team establishes an installation schedule. The transition team coordinates, with other vendors, the pickup of any existing on site equipment that will not be used.

During this process, we address the following considerations:

- ❖ Establish the number of Ricoh personnel needed and dates
- ❖ Arrange transportation for Ricoh personnel
- ❖ Obtain security passes or arrange for escorts, if needed
- ❖ Determine hours of operation
- ❖ Establish staging areas and production line procedures by machine configuration
- ❖ Confirm that extra parts and units are available, if needed
- ❖ Meet daily or weekly with all personnel involved in the setup to review information and progress
- ❖ Complete a network assurance/site survey document

The transition team then meets with the account team to review logistics and address the following topics:

- ❖ Review pre-installation data
- ❖ Visit the warehouse to ensure that all requirements have been satisfied
- ❖ Confirm personnel commitments for the entire installation period and schedule additional personnel, if necessary
- ❖ Confirm transportation of equipment to customer location(s)

We then meet with City of Columbia to review the following issues:

- ❖ Delivery schedule
- ❖ List of all machine locations to ensure proper environment, voltage and space requirements for all models
- ❖ Delivery location accessibility to determine whether stairs, hallways or stairwell widths are adequate

▪ **Staging/Delivery**

Staging and setup takes place at a Ricoh Shared Distribution Center to minimize disruption to City of Columbia operations. Organization of the equipment by models and accessories allows a quick visual inspection to ensure proper condition and identify any shipping damage. After the equipment passes this initial quality check, it is staged for delivery according to the project plan.

We schedule equipment delivery based on location, current equipment removal requirements (if necessary) and departmental considerations. A Ricoh field service technician is present when the equipment arrives at the site to oversee delivery and installation. When the equipment is delivered and installed, post-installation training begins.

▪ **Training**

Key operator training programs are typically scheduled at the City of Columbia site. The number of units per location and system functionality are used to design the specific training program. A single-unit installation generally dictates user training from the local sales organization. Follow-up training is scheduled as needed at no additional charge throughout the term of the agreement. The number of trainees and unit functionality (e.g., digital copiers, networked units, multifunctional systems), determines the duration of the training program.

EXHIBIT D – Software Requirements

SOFTWARE REQUIREMENTS

This document defines the approved minimum software requirements a vendor must meet when submitting their systems or applications for consideration as part of the City's infrastructure. The following is the list of criteria that should be adhered to:

Item	Criteria	Acknowledgement (Y, N, N/A or List)
1	Is this an externally hosted solution? If yes, refer to the document "Cloud Computing Terms & Conditions".	N
2	Virtual environment software is preferred. Is the software application qualified to run in VMWare? Are there any specific requirements?	Y
3	For web-based solutions, Microsoft Internet Explorer 9 is the preferred browser. Is this web-based solution compatible with IE 9? If not, identify browser types and versions supported.	9 OR LATER
4	All web-based applications should be able to run without utilizing ActiveX controls.	Y
5	Any client-server application must run without modification to our Microsoft environment, currently Windows 7 desktop OS and Windows 2003 R2 and 2008 R2 server OS.	Y
6	The client software is required to run within Microsoft's recommended security "Default User" profile. <u>neither Administrator nor Power User rights are permitted</u> . Applications must be <u>run</u> as a non-privileged user.	Y
7	All solutions must work with file and print sharing disabled on workstations.	Y
8	All solutions should accommodate and function correctly with the Windows firewall being enabled on all workstations	Y
9	Does the application require Microsoft Windows firewall ports to be opened? If so, list the required ports.	Y SEE ATTACHED
10	Server-based software should run as a service and not as an application. (i.e. the software should not require a continuous login on the server in order to function properly.)	Y
11	Does the software meet the Microsoft Certified Windows Logo program certification? Certified software is the preferred solution.	Y
12	If the software has a GIS component, the software should be ESRI compliant for geospatial referencing.	NA
13	For any type of database used, the vendor must provide the entity relationship diagram, the table & field structure diagram and the identification of primary and foreign keys used.	Y
14	All applications should be fully documented and configuration parameters outlined.	Y
15	Maintenance cost and manpower requirement estimates need to be projected and presented for the first 5 years of support for any hardware or software installed.	Y

16	Vendor remote access is restricted for security purposes. Vendor must provide all remote access software required, such as <u>Web-Ex</u> or <u>Go to Assist</u> to provide remote connectivity. All access methods must be pre-approved by COC-IT before accepted.	Y
17	Does software require SMTP connection to an email server?	Y
18	Software solutions utilizing AD or LDAP integration are preferred. Does this solution integrate with Microsoft Active Directory?	Y
19	Does software maintenance and support begin upon implementation (go-live) rather than installation?	Y
20	Does your software have a public facing element? If so, answer A and B.	N
A	Does your software or will your software pass an industry standard security scan/penetration test in a public facing environment?	NA
B	Would you be willing to provide a demo of your solution that would allow us to perform a security scan/penetration test prior to purchase?	NA
21	Does your software support user upload of documents from a public-facing element? If so, answer A through J.	Y
A	What are the types of documents that can be uploaded?	UNRESTRICTED
B	Are uploaded documents compressed? If so, what is the compression ratio?	N
C	Can your software control type and size limitations on uploaded documents?	N
D	Where does your software store uploaded documents?	FILESTORES OR NETWORK DRIVE
E	Does the software have a purge function for the uploaded documents?	Y
F	Are uploaded documents scanned? If so, for what? Threats, complete files, etc.	N
G	Does your software allow infected documents to be uploaded, or are infected documents detected at the point of upload?	N DETECTED PRIOR TO UPLOAD
H	Does your software provide notification of a successful document upload?	Y
I	If an infected document is successfully uploaded, but quarantined following the upload, will the software provide any notification that the document did not reach the intended location?	NA
J	Does your software interface with any anti-virus solutions, preferably Trend Micro?	Y

ONLY the COC IT Department can grant any exception to the above requirements.

Company name: RICOH USA INC.

Representative: WAYNE MAGEE

Signature: [Signature] Date: 7-18-16

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Ricoh USA, Inc., (hereinafter referred to as the "Professional"), for Ricoh USA, Inc. to render services for multifunctional copier devices citywide.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Professional to provide Multifunctional Copier Devices, software license, delivery, installation, training and related post-sale on-site support to for a period not to exceed 36 months during the initial term of the agreement or extend beyond June 30, 2022 including all optional years.

WHEREAS, the Professional agrees to provide such services as outlined in Solicitation Bid 014-16-17-CPM.

WHEREAS, the Professional agrees to offer the City of Columbia a rebate equivalent to \$13,913.00 per month up to six months after implementation and not to exceed \$83,478.00 as outlined in the Exhibit B.

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

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

I. SCOPE OF SERVICES

Upon written notification by the City to proceed, the Professional shall in a satisfactory and proper manner complete the Scope of Services fully described in BID014-16-17-CPM for Multifunctional Copier Devices Citywide and in accordance Exhibit A, attached hereto.

II. SUPPLEMENTAL OR ADDITIONAL SERVICES

Supplemental or Additional Services may be required of the Professional by the City or recommended by the Professional and approved by the City in writing.

The Professional must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Professional fails to obtain prior

written approval to perform the work, the City is under no obligation to compensate the Professional for services performed.

III. TERM OF AGREEMENT

This Agreement shall expire, unless terminated earlier as provided for herein, June 30, 2020, or at such time the total compensation provided for herein is reached, whichever is later. There will be an option to extend for two (2) additional one-year periods at the mutual pleasure of both parties.

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

IV. SCHEDULE FOR COMPLETION OF SERVICES

Time is of the essence. The Professional shall complete any and all services performed under this Agreement as outlined in Exhibit C, Transition and Implementation, attached hereto.

V. COMPENSATION

A. The cost (per copy) to be paid by the City to the Professional under this Agreement shown on Exhibit B attached hereto,

B. The Professional shall submit invoices no more frequently than monthly for services rendered during each prior month based on cost per copier volumes. Each invoice submitted must show cost calculations. Each invoice shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

A. The Professional shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

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.

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

B. The Professional 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 Professional and any subcontractor of the Professional commencing any services under this Agreement. This insurance shall remain in effect throughout the term of this Agreement and any renewals and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

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

The Professional will also promptly notify the City of any civil or criminal actions filed against the Professional 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. 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.

VII. PERMITS AND LICENSES

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

B. The Professional shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Professional to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, City of Columbia Permits.

C. The Professional 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 Professional shall procure a City of Columbia business license while performing services under this Agreement.

VIII. DUTIES UPON TERMINATION

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause; In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Professional shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Professional prior to the date of termination of the agreement. The Professional shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Professional 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 Professional 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 Professional. In no event shall the Professional be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Professional be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. OWNERSHIP OF PROJECT DOCUMENTS

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

XI. NOTICE

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

B. Written notice to the Professional shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Ricoh USA, Inc., 7 Technology Circle, Suites 425, Columbia, SC 29203.

XII. MISCELLANEOUS

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

B. The Professional shall be responsible for performance of all services required by this Agreement. The Professional does not act as the City's agent or employee.

C. The Professional will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Professional agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland 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 Professional 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 Professional.

F. This Agreement represents the entire agreement between the City and the Professional and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Professional may amend this Agreement.

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

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

I. This Agreement is subject to City Council approval.

J. The Professional is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

L. The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

XIII. EQUIPMENT: IMPLEMENTATION/DELIVERY/INSTALLATION/REMOVAL

A. The multifunctional copier devices are to be delivered and install (Citywide) in the City of Columbia, South Carolina. The City of Columbia Department of Information Technology shall be involved in the setup. For installation to be considered completed, all devices must be operational on the City of Columbia's network and be in complete compliance with City of Columbia Department of Information Technology security, operational rules, procedures, guidelines, software requirements and cloud computing terms and conditions.

Once the multifunctional copier device is in service all hard drives and/or storage devices will become permanent property of the City of Columbia and will be not removed from the City of Columbia property. Said hard drives and/or storage devices will be removed from the multifunctional copier devices and turned over to the Department of Information Technology at the contract expiration, contract termination, or any removal of multifunctional copier devices from City of Columbia property. This restriction can be lifted if the Professional provides a certificate of data destruction, containing the serial numbers of hard drives and/or storage devices, with destruction in one of the following manners; physical destruction, electromagnetic degaussing, or multi-pass data wipe of three or more levels. See Exhibit C and Exhibit D.

B. It shall be the responsibility of the Professional to remove the multifunctional copier devices at the expiration date or termination of the contract. Equipment removal will be done at mutually agreeable times established by the City of Columbia. There will be no charges for removal of the equipment whether during the term of the contract or at the termination of the contract.

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

CITY OF COLUMBIA, SOUTH CAROLINA

 Witness By: _____ Date: _____
 Teresa Wilson, City Manager

RICOH USA, INC.

 Witness By: _____ Date: _____
 Title:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

EXHIBIT A – Scope of Work

City's Multifunctional Copier Devices**I. Introduction**

The City of Columbia (COC) is seeking a vendor that will provide consistent quality and continuous process improvements for all areas of the City's multifunctional devices (MFD). We are looking for a supplier with the demonstrated expertise, technology, resources and commitment to perform the comprehensive scope of the pre-determined services. We need the supplier to make modifications, when necessary, and grow with our needs. The City's copying needs are very diverse and include, but are not limited to, not only normal office copying needs, but large projects, including single page, multiple pages, posters, booklets, page numbering, scanning to portable document format (PDF), compression portable document format (PDF) or joint photographic experts group (JPG) options. Vendor shall provide all supplies required for a fully operational MFD, **including, toners, inks, cartridges, staples; and replacement Hard Drives**, for normal and expected operations shall be included in the price quoted herein.

The City seeks to implement digital technology via single platform, network based multifunction units to simplify day to day tasks such as walk up copying, network printing, batch copying, network color scanning, e-mailing and faxing. Compatibility with the COC's network infrastructure, IT services compliance, and security of both the devices and the way the devices interconnect on the network shall be required.

The required configuration for the MFD will be that they are network connected and operational for either network delivery of request, or walk -up on demand servicing for copying, printing, faxing and scanning of required documents. A security access control feature that is manageable centrally will be required for usage of the copiers. Security provisions must be included, that once a copier is delivered and placed in service at a city location and then replaced or removed; any data present on the device must be removed to comply with COC Data Destruction Policy. No outside entity can remotely connect to or monitor the copiers without consent of City IT staff. Each unit delivered must have these features enabled; they must not be optional items to be added on during contract negotiations. Any deviation from this specification will result in cancellation of award.

II. Specifications

The contract shall be for the period three (3) years beginning September 2016 or as soon as approved by City Council through June 30, 2019, hereinafter stated as the initial term. The City of Columbia reserves the option to renew this contract for a period of two additional one (1) year periods. Any renewal of this agreement must be in writing and signed by the parties at least 60 days prior to the annual renewal date. The maximum term, including the initial term, shall not extend beyond June 30, 2021. This is not a lease contract.

The COC has conducted a pre-solicitation review of various available offerings and subsequently short-listed to the top three WSCA-NASPO Cooperative (SC State Contract) vendors to provide a bid response.

A. Equipment Requirements

There are 83 units that are used in various locations throughout the City. The estimated volume for these units the last 10 months is approximately 2,214,427.

The City of Columbia reserves the right to choose which multifunctional copier devices that best fits its needs.

All multi- function devices (MFD) must be newly manufactured or factory produced new. No used, demo, refurbished or remanufactured products will be accepted.

All equipment/software shall be compatible with standard networking protocols and be compatible and capable of operating from Windows Server 2012, Windows Server 2012 R2, Windows Server 2008, Windows Server 2008 R2, Windows 10, Windows 8, and Windows 7 in both 32bit and 64bit environments. In addition, compatible and capable of operating from Solaris 10 and Solaris 11.

Connection to the City's network requires the proposed solution to support IP v4.

All machines, minus any data stored on the hard disk or storage device, shall remain the property of vendor. Vendor shall maintain all machines in acceptable working order equal or better to initial installation functional level during term the contract is in force. Any machine deemed unacceptable by the City shall be replaced at vendor's expense.

Equipment installations must be coordinated with IT staff and management at the facility prior to placing the equipment.

An operator's manual shall be furnished with each copier.

It shall be the responsibility of the vendor to remove the multifunctional copier devices at the end of the expiration date or cancellation of the contract. There shall be no additional charges for the removal the MFDs whether during the term of the contract or at the termination of the contract.

B. Back-End (Management) Requirements

- Active Directory integration to include user authentication.
- Server based meter collection software for user/department accounting/billing
- Supply management & reporting.
- Server based global configuration management.
- "Follow Me" secure printing.
- Print support for Windows platforms.
- Print support for Unix/Solaris platforms
- Scanning at MFD with similar options as copy functions (i.e. duplex, color, etc.), ability to scan at device (document feeder or flatbed), ability to scan to tiff and pdf formats, scan to network share using SMB protocol, and scan to multiple network destinations.
- Ability to support custom overlay forms to be loaded and printed on demand.

Exhibit A

Multifunctional Copier Devices Citywide REBID
Page No. 7 Bid 014-16-17-CPM

C. Front-End (Copier) Requirements

- **Normal-Volume:**

- Color printing
- Monochrome by default
- Color scanning to network share
- Color copying
- Duplex
- Faxing
- Finisher (staple / hole punch)
- Three paper trays (up to 11" x 17")
- Manual feed / bypass paper tray
- Paper feeder for copy / scan
- Optional tray for media (envelopes / labels)
- Secure Print (w/ ADS integration)
- HID iClass card reader (for use w/ Secure Print and ADS integration).

- **High-Volume:**

- Same features as normal-volume.
- Same manufacturer as normal-volume.
- Faster print speeds
- Output stacker
- Additional trays / high-capacity trays

III. Response Requirements

Vendor must submit a detailed plan for implementation. A lead time for the equipment installation will be within 30 days of the award. A list of the City's current devices and locations has been provided. (Appendix I)

Vendor must submit a training plan. Vendor shall provide user training in the use of all covered equipment, including general copy skills, monitoring tool and detailed features.

Please provide contact information for reorder of supplies.

Provide a telephone number for service, the physical address of the service facility that would be responding to this bid and the average service response time.

Vendor must submit a response as to the compliance and or exceptions as they pertain to the specifications listed and the City of Columbia Department of Information Technology Cloud Terms and Conditions.

Exhibit A

Multifunctional Copier Devices Citywide REBID
Page No. 8 Bid 014-16-17-CPM

The vendor must provide statistics on their average response time; call center and telephone call-in information; and service location to the City of Columbia Procurement Department and/or Contract Administrator within five (5) working days.

Vendor shall furnish a Certificate of Insurance.

IV. Service Requirements

The vendor shall be responsible for all installation; support and preventative maintenance so as to ensure the MFD maintain original installation operational efficiency. Vendor shall perform a monthly or routine, as agreed by the vendor and the City, on all MFD's under this contract.

The vendor must provide on-site support, phone support and trouble-shooting support.

Vendor shall have a response time of (4) four hours, after a call is placed. All work must be performed during normal working hours (8 a.m. to 5 p.m. weekdays).

The vendor must maintain a stock of all supplies and/or parts for each MFD. The vendor shall have 24 hours to provide the supplies and/or parts if they are not available at the time of the service call.

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EXHIBIT B – Cost per copy

If pricing has change please indicated the new prices below:

Item #1	Cost per Copy (CPC) – Black/White	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White	300,000	.03995	\$11,983.00

Item #2	Cost per Copy (CPC) - Color	Estimated Monthly Volume Range	Monthly CPC	Extended Cost
	Color	50,000	.0386	\$1,930.00

	Total Extended Cost per Copy (lines item 1-2)			\$13,913.00 ***
--	--	--	--	-----------------

	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Black/White cost per copy in excess of estimated monthly 300,000 copies.	NA	.00495	NA
	Excess: Cost per Copy (CPC)	Monthly Volume Range	Monthly CPC	Extended Cost
	Color cost per copy in excess of estimated monthly 50,000 copies.	NA	.0386	NA

Comments:

*** Promotion Available: First 6 months CPC Base Free (Includes Lease & Service Base)

(6 months x \$13,913.00 = \$83,478.00 savings)

*** MUST BE SIGNED BY DECEMBER 23, 2016 / Can be delivered as late as February 23, 2017

Department of Procurement and Contracts
1136 Washington Street, 4th Floor
Columbia, South Carolina 29201

EXHIBIT C – Transition/Implementation Plan

Design – This phase finds our consultants, engineers, and subject-matter experts hard at work helping the Project Manager translate the defined requirements into a work breakdown structure, or project plan. The PM will work with the entire project team to define and document each action necessary to achieve that every activity assigned to a project.

Transition and Implementation

Based on a well-defined plan, the solution is implemented as designed by our transition team specialists. These specialists are focused on producing agreed results in a timely and cost-effective manner. The project plan is reviewed by the transition team and modified (if necessary) to ensure that all objectives are met.

Our transition team includes highly trained employees who have been involved in the solution development process for City of Columbia and are experienced in implementing systems similar in size and scope. This team helps coordinate equipment installation, initial site training, maintenance, service and other related tasks with minimal involvement from City of Columbia personnel.

Equipment Delivery, Installation and Training Plan

Our delivery, installation and training strategy for implementation illustrates the ability to provide specified equipment, manage successful transitions and provide necessary training to ensure that users understand the equipment functionality. This strategy covers three distinct elements:

- **Installation Preparation and Logistics**

After contract award and before equipment installation, the transition team confirms the following:

- ❖ Machine configurations and quantities
- ❖ Exact locations and key contacts
- ❖ Customer training requirements

Before implementation, all of our employees who are involved in the project attend two meetings that include detailed expectations, a mock run-through and testing. A third meeting includes a designated customer staff member to ensure compliance with all specifications.

Two master spreadsheets are managed by the transition team to ensure a consistent, well-planned implementation. Installation is accomplished simultaneously over a predetermined period of time in accordance with customer expectations. The team oversees assembly, staging and setup of all equipment. Our employees are responsible for transferring equipment to the designated locations, installing the equipment and ensuring satisfactory operation.

After installation, all designated equipment users receive a survey to assess their satisfaction with the equipment, the courtesy of the installers and the training. Included with the survey are guidelines for requesting service, ordering toner and requesting other changes or modifications (also addressed during the training seminar). The survey results are reported to the customer.

After reviewing the pre-installation data and confirming the general requirements, the team establishes an installation schedule. The transition team coordinates, with other vendors, the pickup of any existing on site equipment that will not be used.

During this process, we address the following considerations:

- ❖ Establish the number of Ricoh personnel needed and dates
- ❖ Arrange transportation for Ricoh personnel
- ❖ Obtain security passes or arrange for escorts, if needed
- ❖ Determine hours of operation
- ❖ Establish staging areas and production line procedures by machine configuration
- ❖ Confirm that extra parts and units are available, if needed
- ❖ Meet daily or weekly with all personnel involved in the setup to review information and progress
- ❖ Complete a network assurance/site survey document

The transition team then meets with the account team to review logistics and address the following topics:

- ❖ Review pre-installation data
- ❖ Visit the warehouse to ensure that all requirements have been satisfied
- ❖ Confirm personnel commitments for the entire installation period and schedule additional personnel, if necessary
- ❖ Confirm transportation of equipment to customer location(s)

We then meet with City of Columbia to review the following issues:

- ❖ Delivery schedule
- ❖ List of all machine locations to ensure proper environment, voltage and space requirements for all models
- ❖ Delivery location accessibility to determine whether stairs, hallways or stairwell widths are adequate

▪ **Staging/Delivery**

Staging and setup takes place at a Ricoh Shared Distribution Center to minimize disruption to City of Columbia operations. Organization of the equipment by models and accessories allows a quick visual inspection to ensure proper condition and identify any shipping damage. After the equipment passes this initial quality check, it is staged for delivery according to the project plan.

We schedule equipment delivery based on location, current equipment removal requirements (if necessary) and departmental considerations. A Ricoh field service technician is present when the equipment arrives at the site to oversee delivery and installation. When the equipment is delivered and installed, post-installation training begins.

▪ **Training**

Key operator training programs are typically scheduled at the City of Columbia site. The number of units per location and system functionality are used to design the specific training program. A single-unit installation generally dictates user training from the local sales organization. Follow-up training is scheduled as needed at no additional charge throughout the term of the agreement. The number of trainees and unit functionality (e.g., digital copiers, networked units, multifunctional systems), determines the duration of the training program.

EXHIBIT D – Software Requirements

SOFTWARE REQUIREMENTS

This document defines the approved minimum software requirements a vendor must meet when submitting their systems or applications for consideration as part of the City's infrastructure. The following is the list of criteria that should be adhered to:

Item	Criteria	Acknowledgement (Y, N, N/A or List)
1	Is this an externally hosted solution? If yes, refer to the document "Cloud Computing Terms & Conditions".	N
2	Virtual environment software is preferred. Is the software application qualified to run in VMWare? Are there any specific requirements?	Y
3	For web-based solutions, Microsoft Internet Explorer 9 is the preferred browser. Is this web-based solution compatible with IE 9? If not, identify browser types and versions supported.	9 OR LATER
4	All web-based applications should be able to run without utilizing ActiveX controls.	Y
5	Any client-server application must run without modification to our Microsoft environment, currently Windows 7 desktop OS and Windows 2003 R2 and 2008 R2 server OS.	Y
6	The client software is required to run within Microsoft's recommended security "Default User" profile, <u>neither Administrator nor Power User rights are permitted</u> . Applications must be <u>run</u> as a non-privileged user.	Y
7	All solutions must work with file and print sharing disabled on workstations.	Y
8	All solutions should accommodate and function correctly with the Windows firewall being enabled on all workstations	Y
9	Does the application require Microsoft Windows firewall ports to be opened? If so, list the required ports.	Y SEE ATTACHED
10	Server-based software should run as a service and not as an application. (i.e. the software should not require a continuous login on the server in order to function properly.)	Y
11	Does the software meet the Microsoft Certified Windows Logo program certification? Certified software is the preferred solution.	Y
12	If the software has a GIS component, the software should be ESRI compliant for geospatial referencing.	NA
13	For any type of database used, the vendor must provide the entity relationship diagram, the table & field structure diagram and the identification of primary and foreign keys used.	Y
14	All applications should be fully documented and configuration parameters outlined.	Y
15	Maintenance cost and manpower requirement estimates need to be projected and presented for the first 5 years of support for any hardware or software installed.	Y

16	Vendor remote access is restricted for security purposes. Vendor must provide all remote access software required, such as <u>Web-Ex</u> or <u>Go to Assist</u> to provide remote connectivity. All access methods must be pre-approved by COC-IT before accepted.	Y
17	Does software require SMTP connection to an email server?	Y
18	Software solutions utilizing AD or LDAP integration are preferred. Does this solution integrate with Microsoft Active Directory?	Y
19	Does software maintenance and support begin upon implementation (go-live) rather than installation?	Y
20	Does your software have a public facing element? If so, answer A and B.	N
A	Does your software or will your software pass an industry standard security scan/penetration test in a public facing environment?	NA
B	Would you be willing to provide a demo of your solution that would allow us to perform a security scan/penetration test prior to purchase?	NA
21	Does your software support user upload of documents from a public-facing element? If so, answer A through J.	Y
A	What are the types of documents that can be uploaded?	UNRESTRICTED
B	Are uploaded documents compressed? If so, what is the compression ratio?	N
C	Can your software control type and size limitations on uploaded documents?	N
D	Where does your software store uploaded documents?	FILESTORES OR NETWORK DRIVE
E	Does the software have a purge function for the uploaded documents?	Y
F	Are uploaded documents scanned? If so, for what? Threats, complete files, etc.	N
G	Does your software allow infected documents to be uploaded, or are infected documents detected at the point of upload?	N DETECTED PRIOR TO UPLOAD
H	Does your software provide notification of a successful document upload?	Y
I	If an infected document is successfully uploaded, but quarantined following the upload, will the software provide any notification that the document did not reach the intended location?	NA
J	Does your software interface with any anti-virus solutions, preferably Trend Micro?	Y

ONLY the COC IT Department can grant any exception to the above requirements.

Company name: _____

RICOH USA INC.

Representative: _____

WAYNE MAGEE

Signature: _____

Date: 7-18-16



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify the approval of Project SD8446; Emergency Storm Water Improvements on Calhoun Street, as requested by the Procurement and Contracts Department. Award to LAD Corporation in the amount of \$135,399.00. This firm is a certified Local Business Enterprise located in West Columbia, SC.

FINANCIAL IMPACT: Funding Source: Engineering Storm Water Improvement - Special Contracts W/S, SW 5511706 - 638305

ORIGINAL BUDGET: \$135,399.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Invest in Infrastructure

There was a collapse of a storm drainage manhole and pipe directly within the pedestrian route on Calhoun Street between Bull Street to Harden Street. The collapse poses a significant risk to the public. It will take equipment not available to the Street Division to fix this collapse, therefore this request for an emergency procurement is submitted for approval.

ATTACHMENTS:

- **#a:** Emergency Justification (PDF)
- **#b:** Quote from LAD Corporation (PDF)
- **#c:** Bid Analysis (PDF)
- **#d:** P162932 (with contingency) LAD Corporation (PDF)
- **#e:** Contract for Calhoun Street Storm Water Improvements SD8446 (PDF)

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure _

Contractual services for the repair of a 30" storm drainage line along Calhoun Street between the intersection of Calhoun and Barnwell and Calhoun and Gregg Street. Proposed repair will include replacement of the existing 30" storm drainage line, plus installation of 2 new storm manholes. The repair will include new joints, compaction of new soil in voids created from damaged storm line, and restoration of the sidewalk and landscaping.

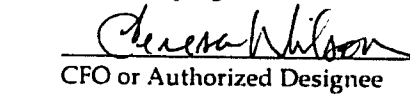
The collapse was reported to streets division on Monday, January 2, 2016. Locates were called in on Tuesday and utilities have been marked as of today. The collapse is located directly within the pedestrian route from Bull Street to Harden Street and poses a significant risk to the public. It will take equipment not available to the streets division to fix, therefore a request for a contractor to fix quickly is the reason for this emergency procurement. (1)

as an emergency procurement from _a contractor for an estimated cost of \$100,000.00 funded from 5511706-638305_(2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of damaging additional sections of the 30" storm pipe and increasing the size of the void. (3)

1/6/2017
Date

	<u>1.6.17</u>
Department Head	Date
	<u>1/27/17</u>
Assistant City Manager	Date
	<u>1/13/17</u>
Purchasing Agent	Date
	<u>1/6/2017</u>
CFO or Authorized Designee	Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.
REV. 4/1/2015

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

Porth, Gary B

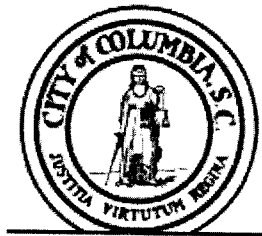
From: Cuevas-Molina, Phoebe
Sent: Friday, January 13, 2017 12:02 PM
To: Porth, Gary B
Cc: Higgins, Dana R; Bolling, Andrea R
Subject: Recommendation for SD8446 Bid

Hi Gary,

After reviewing the bid analysis for SD8446 – Calhoun St. Stormwater Improvements, the apparent low bidder is LAD Corporation at \$123,090.00 (initial bid of \$118,090 + \$5,000 for power pole). It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$135,399.00.

Thank you,

Phoebe



We Are Columbia

Phoebe Cuevas-Molina, E.I.T., LEED AP

Civil Engineer
Engineering Division
Utilities & Engineering Department

1136 Washington Street, 6th Floor
Columbia, SC 29201
phcuevasmolina@columbiasc.net

(803) 545-4275

CIP PROJECT #: SD8446

STORMWATER IMPROVEMENTS AT CALHOUN ST.

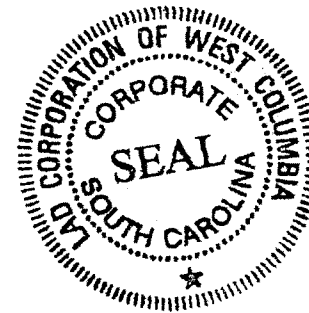
BID SHEET - REVISED

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ
PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

Item No.	Description	Estimated Quantities	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	10,000	10,000
2	Clearing & Grading	1	LS	12,000	12,000
3	36" RCP (0-20')	48	LF	260.00	12,480
4	30" RCP (0-20')	16	LF	250.00	4000
5	15" RCP (0-10')	16	LF	210.00	3360
6	5'-0" Dia Precast Manhole (14'-16')	1	EA	11,000	11,000
7	5'-0" Dia Precast Manhole (18'-20')	1	EA	14,500	14,500
8	Storm Drain Manhole Removal	2	EA	1000	2000
9	Select Fill Material	285	CY	100.00	28,500
10	57 Stone	25	CY	120.00	3000
11	Remove and Replace Asphalt Pavement	10	SY	150.00	1500
12	Remove and Replace Concrete Curb and Gutter	5	LF	150.00	750
13	Remove and Replace Sidewalk	30	SY	50.00	1500
14	Erosion and Sediment Control	1	LS	3500	3500
15	Restoration	1	LS	10,000	10,000
				TOTAL:	118,090.00

LAD CORPORATION

Linda A. Hutto, PRESIDENT
LINDA A. HUTTO



CIP PROJECT #: SD8446

STORMWATER IMPROVEMENTS AT CALHOUN ST.

OPINION OF PROBABLE COST TO CONSTRUCT IMPROVEMENTS BY CONTRACT

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ
PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization	1	LS	\$5,000	\$5,000
2	Clearing & Grading	1	LS	\$5,000	\$5,000
3	36" RCP (0-20')	48	LF	\$300	\$14,400
4	30" RCP (0-20')	16	LF	\$300	\$4,800
5	15" RCP (0-10')	16	LF	\$50	\$800
6	5'-0" Dia Precast Manhole (14'-16')	1	EA	\$10,000	\$10,000
7	5'-0" Dia Precast Manhole (18'-20')	1	EA	\$10,000	\$10,000
8	Storm Drain Manhole Removal	2	EA	\$2,500	\$5,000
9	Select Fill Material	285	CY	\$75	\$21,375
10	57 Stone	25	CY	\$100	\$2,500
11	Remove and Replace Asphalt Pavement	10	SY	\$150	\$1,500
12	Remove and Replace Concrete Curb and Gutter	5	LF	\$60	\$300
13	Remove and Replace Sidewalk	30	SY	\$70	\$2,100
14	Erosion and Sediment Control	1	LS	\$2,500	\$2,500
15	Restoration	1	LS	\$5,000	\$5,000
				SUBTOTAL:	\$90,275
				CONTINGENCY:	\$9,725
				TOTAL WITH CONTINGENCY:	\$100,000

STORMWATER IMPROVEMENTS AT CALHOUN ST.

BID SHEET - REVISED

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY
ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ
PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Mobilization	1	LS	10,000	10,000
2	Clearing & Grading	1	LS	12,000	12,000
3	36" RCP (0-20')	48	LF	260. ⁰⁰	12,480
4	30" RCP (0-20')	16	LF	250. ⁰⁰	4000
5	15" RCP (0-10')	16	LF	210. ⁰⁰	3360
6	5'-0" Dia Precast Manhole (14'-16')	1	EA	11,000	11,000
7	5'-0" Dia Precast Manhole (18'-20')	1	EA	14,500	14,500
8	Storm Drain Manhole Removal	2	EA	1000	2000
9	Select Fill Material	285	CY	100. ⁰⁰	28,500
10	57 Stone	25	CY	120. ⁰⁰	3000
11	Remove and Replace Asphalt Pavement	10	SY	150. ⁰⁰	1500
12	Remove and Replace Concrete Curb and Gutter	5	LF	150. ⁰⁰	750
13	Remove and Replace Sidewalk	30	SY	50. ⁰⁰	1500
14	Erosion and Sediment Control	1	LS	3500	3500
15	Restoration	1	LS	10,000	10,000
TOTAL:					118,090.⁰⁰

LAD CORPORATION

Linda A. Hutto, PRESIDENT

LINDA A. HUTTO



					Engineering Estimate		G.H. Smith Construction,		McClam & Associates, Inc		Shady Grove Constructio	
Item	Item Description	Unit	Qty.		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1		\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$34,750.00	\$34,750.00	\$40,000.00	\$40,000.00
2	Clearing and Grading	LS	1		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
3	36" RCP (0-20')	LF	48		\$300.00	\$14,400.00	\$600.00	\$28,800.00	\$1,500.00	\$72,000.00	\$1,500.00	\$72,000.00
4	30" RCP (0-20')	LF	16		\$300.00	\$4,800.00	\$500.00	\$8,000.00	\$1,500.00	\$24,000.00	\$1,250.00	\$20,000.00
5	15" RCP (0-10')	LF	16		\$50.00	\$800.00	\$300.00	\$4,800.00	\$1,450.00	\$23,200.00	\$500.00	\$8,000.00
6	5'-0" Dia Precast Manhole (14'-16')	EA	1		\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$44,000.00	\$44,000.00	\$95,360.00	\$95,360.00
7	5'-0" Dia Precast Manhole (18'-20')	EA	1		\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$50,250.00	\$50,250.00	\$114,200.00	\$114,200.00
8	Storm Drain Manhole Removal	EA	2		\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$25,000.00	\$50,000.00	\$20,000.00	\$40,000.00
9	Select Fill Material	CY	285		\$75.00	\$21,375.00	\$40.00	\$11,400.00	\$37.75	\$10,758.75	\$150.00	\$42,750.00
10	57 Stone	CY	25		\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00
11	Remove and Replace Asphalt Pavement	SY	10		\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$110.00	\$1,100.00	\$250.00	\$2,500.00
12	Remove and Replace Concrete Curb and Gutter	LF	5		\$60.00	\$300.00	\$500.00	\$2,500.00	\$56.00	\$280.00	\$170.00	\$850.00
13	Remove and Replace Sidewalk	SY	30		\$70.00	\$2,100.00	\$200.00	\$6,000.00	\$68.75	\$2,062.50	\$75.00	\$2,250.00
14	Erosion and Sediment Control	LS	1		\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$8,250.00	\$8,250.00	\$5,000.00	\$5,000.00
15	Restoration	LS	1		\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$32,250.00	\$32,250.00	\$3,850.00	\$3,850.00
16	City allowance to cover SCE&G's cost to hold or relocate power pole	LS	1		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Subtotal (Items 1 - 16)					\$95,275.00		\$169,000.00		\$374,151.25		\$472,260.00
	Contingency					\$9,527.50		\$16,900.00		\$37,415.13		\$47,226.00
	TOTAL BID AMOUNT					\$104,802.50		\$185,900.00		\$411,566.38		\$519,486.00

					LAD Corporation		North American Pipeline		xxxxx		xxxxx	
Item	Item Description	Unit	Qty.		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1		\$10,000.00	\$10,000.00	\$25,850.00	\$25,850.00		\$0.00		\$0.00
2	Clearing and Grading	LS	1		\$12,000.00	\$12,000.00	\$28,400.00	\$28,400.00		\$0.00		\$0.00
3	36" RCP (0-20')	LF	48		\$260.00	\$12,480.00	\$150.00	\$7,200.00		\$0.00		\$0.00
4	30" RCP (0-20')	LF	16		\$250.00	\$4,000.00	\$130.00	\$2,080.00		\$0.00		\$0.00
5	15" RCP (0-10')	LF	16		\$210.00	\$3,360.00	\$100.00	\$1,600.00		\$0.00		\$0.00
6	5'-0" Dia Precast Manhole (14'-16')	EA	1		\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00		\$0.00		\$0.00
7	5'-0" Dia Precast Manhole (18'-20')	EA	1		\$14,500.00	\$14,500.00	\$10,000.00	\$10,000.00		\$0.00		\$0.00
8	Storm Drain Manhole Removal	EA	2		\$1,000.00	\$2,000.00	\$1,800.00	\$3,600.00		\$0.00		\$0.00
9	Select Fill Material	CY	285		\$100.00	\$28,500.00	\$28.00	\$7,980.00		\$0.00		\$0.00
10	57 Stone	CY	25		\$120.00	\$3,000.00	\$81.00	\$2,025.00		\$0.00		\$0.00
11	Remove and Replace Asphalt Pavement	SY	10		\$150.00	\$1,500.00	\$68.00	\$680.00		\$0.00		\$0.00
12	Remove and Replace Concrete Curb and Gutter	LF	5		\$150.00	\$750.00	\$65.00	\$325.00		\$0.00		\$0.00
13	Remove and Replace Sidewalk	SY	30		\$50.00	\$1,500.00	\$147.00	\$4,410.00		\$0.00		\$0.00
14	Erosion and Sediment Control	LS	1		\$3,500.00	\$3,500.00	\$14,060.00	\$14,060.00		\$0.00		\$0.00
15	Restoration	LS	1		\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00		\$0.00		\$0.00
16	City allowance to cover SCE&G's cost to hold or relocate power pole	LS	1		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		\$0.00		\$0.00
	Subtotal (Items 1 - 16)					\$123,090.00		\$141,210.00				
	Contingency					\$12,309.00		\$14,121.00				
	TOTAL BID AMOUNT					\$135,399.00		\$155,331.00				

**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

TO: LAD CORPORATION OF WEST COLUMBIA
PO BOX 2634
WEST COLUMBIA, SC 29171

PURCHASE ORDER	
P.O. NUMBER	P162932
DATE	01/31/17
VENDOR I.D.	V000709
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R180613
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX# (803) 568-2197

Page 1 of 1

DELIVER ITEMS TO:

UTILITIES & ENGINEERING
1136 WASHINGTON STREET, 6TH FLOOR
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	SD8446-This is a project to repair a storm drainage line and manhole along Calhoun St. between the intersection of Calhoun and Barnwell and Calhoun and Gregg Streets. The proposed repair will include replacement of 36", 30" and 15" storm drainage line plus installation of 2 new storm manholes. The repair will include new joints, compaction of new soil in voids created from damaged storm lines and restoration of sidewalk and landscaping. The collapse is located directly within the pedestrian route from Bull to Harden Street and poses a significant risk to the public.	123,090	EA	1.00	123,090.00
002	Contingency Fee	12,309	EA	1.00	12,309.00
	THANKS, LAWANA ROBINSON-LEE, CPPO, CPPB DEPUTY DIRECTOR (v) 803.545.3469/ (f) 803.733.8408 lrobinson@columbiasc.net				
				SALES TAX	0.00
				TOTAL	135,399.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account."—No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Packet Pg. 132

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2017
by and between The City of Columbia, South Carolina, herein called "Owner"
acting herein through _____ City Manager _____,
(title of authorized official)

And _____ LAD Corporation of West Columbia _____
STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as
TERMS _____)

Of _____ West Columbia _____, County of _____ Lexington _____

State of _____ South Carolina _____, hereinafter called
"Contractor".

WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the OWNER, the
CONTRACTOR hereby agrees with the OWNER to commence and complete the
construction described as follows: **Project: Calhoun Street Storm Water
Improvements SD8446**

Hereinafter called the project, for the sum of **One Hundred Twenty-Three
Thousand Ninety and 00/100 (\$123,090.00)**

Dollars and extra work in connection therewith, 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.

The Contractor hereby agrees to commence work under this contract on or before
a date to be specified in a written "Notice To Proceed" of the OWNER. The
"Notice To Proceed" shall be issued in the form of the specimen Notice To Proceed
annexed hereto. The giving of notice to proceed by owner is a condition precedent
to the duty of the contractor to proceed with the work of this project and to the duty
of the owner to pay for such work. Any work performed or other services rendered
by the contractor prior to the giving of the "Notice To Proceed" is performed or
rendered at the sole risk of the contractor.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the contract documents.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)
Attest

THE CITY OF COLUMBIA, SOUTH CAROLINA

By _____
City Manager



Steph A. Ward
Stephen Hetherington
Witnesses

LAD CORPORATION OF WEST COLUMBIA
(Contractor)

By Linder A. Nite
PRESIDENT
(Title)

PO BOX 2634
WEST COLUMBIA, SC 29171
Address)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to ratify the approval of Project SS737902; Olympia Emergency Sanitary Sewer Repairs at 528 Georgia Street, as requested by the Procurement and Contracts Department. Award to Shady Grove Construction, LLC in the amount of \$378,308. This firm is a certified Local Business Enterprise located in Irmo, SC.

FINANCIAL IMPACT: Funding Source: Water Sewer Capital Project-Capital Project Cost/Olympia Sewer at 528 Georgia St. 5529999 - 658650 - SS737902

ORIGINAL BUDGET: \$450,000.00

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

There was a collapse of a 4" sewer main within the foundation footprint of a cottage type structure. The structure received some foundation damage. Wastewater maintenance is currently operating and maintaining a temporary bypass pumping system. Due to safety concerns, we request that the sewer repairs be completed immediately.

ATTACHMENTS:

- **#a:** R180445 Emergency Justification Shady Grove Construction (PDF)
- **#b:** P162881 (with contingency) Shady Grove (PDF)
- **#c:** Quote from Shady Grove Construction, LLC for SS737902 (PDF)
- **#d:** Olympia Emergency Sewer Repair - Georgia Street, SS7379-02 Bid Analysis (PDF)
- **#e:** Contract for Olympia Emergency Sewer Repair SS7379-02 (PDF)

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of Section 1.17 of the City of Columbia Procurement Regulation and the 1976 South Carolina Code of Laws.

This governmental body proposes to procure Contractual services for the replacement of approximately 165 linear feet of 10-inch gravity sewer main and approximately 313 linear feet of 8-inch gravity sewer main between Georgia and Kentucky Streets in the Olympia neighborhood. Proposed repair will included abandoning 450 linear feet of existing partially collapsed 4 inch gravity sewer main, filling the voids in the collapsed area, and installing 312 linear feet of new laterals and multiple clean outs at existing services. Additional items include adding 5 new standard manholes and 5 new doghouse manholes, temporary bypass pumping, landscaping at impacted areas to include easement approving land owners, and an owner's contingency of \$25,000.

The resident at 528 Georgia Street experienced a collapse of the 4 inch gravity sewer main within the foundation footprint of cottage type structure that was constructed on top of the sewer main in the 1960's. The structure received some foundation damage. The repairs need to take place at Georgia Street to eliminate the potential of future collapses along the route of the gravity sewer main. Wastewater Maintenance is currently operating and maintaining a temporary bypass pumping system. Due to safety concerns and the limited time frame for the temporary easements where the temporary bypass pumping system is located, we request that the sewer replacement repairs be completed immediately after receipt of competitive bids. Photos are attached for reference. (1)

as an emergency procurement from Shady Grove Construction, LLC based on the lowest of three quotes received for a cost of \$353,308.00 plus a \$25,000 owner's contingency funded from SS728801-5529999-658650. This represents a total of \$378,308.00. (2)

The basis for this emergency determination and the reason no other vendor is suitable is:

Failure to move quickly with required repairs will further jeopardize public safety and increase the possibility of collapses along the easement of the existing sewer main. Quotes were obtained in an expedited process through the procurement department. We requested pricing from nearly a dozen firms on 1/17/17 and three responses were received on 1/25/17. The bid tabulation is enclosed. (3)

<u>January 26, 2017</u>	<u>[Signature]</u>	<u>1.26.17</u>
Date	Department Head	Date
	<u>[Signature]</u>	<u>1-26-17</u>
	Assistant City Manager	Date
	<u>[Signature]</u>	<u>1/26/17</u>
	Purchasing Agent	Date
	<u>[Signature]</u>	<u>1/26/2017</u>
	CFO or Authorized Designee	Date

Notes: (1) Enter description of goods or services to be procured.
(2) Enter name of emergency contractor.
(3) Enter the determination and basis for emergency procurement.

REV. 4/1/2015

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

JAN26 11:51 AM

Morgan III, Leon (Max) M

From: Porth, Gary B
Sent: Wednesday, January 25, 2017 6:26 PM
To: Morgan III, Leon (Max) M; Theresa Hodge
Cc: Riggs, John T; Higgins, Dana R; Bolling, Andrea R
Subject: Georgia Street Emergency Sewer Repair - SS7379-02 Bid Analysis
Attachments: Olympia Emergency Sewer Repair - Georgia Street, SS7379-02 Bid Analysis.xls

Max and Theresa,

Here is the bid analysis for the Olympia Georgia Street Sewer Repair – SS7379-02.

Let me know if you have any questions.

Gary



We Are Columbia

Gary B. Porth
Procurement Manager
Department of Procurement and Contracts
City of Columbia
1136 Washington Street, 7th Floor
Columbia, SC 29201

Office (803) 545-3241
Cell (803) 904-3619
gbporth@columbiasc.net

JAN26 11:54AM



MEMORANDUM

To: Ms. Teresa Wilson, Esq., City Manager
Cc: Mrs. Sandra A. Wright, CPPB, Director of Procurement
Mr. Joey Jaco, P.E., Director of Engineering

From: L. Maxwell Morgan, III, P.E., Sr. Civil Engineer

Date: January 26, 2017

Re: Request for City Manager's Approval to Expedite the Start of Construction for the
SS737902 - Olympia Georgia Street Emergency Sewer Replacement

The enclosed Justification for Emergency Procurement form contains details of our recommended need for sewer replacement services in the Olympia neighborhood at Georgia Street.

With guidance from the procurement department, approximately ten construction companies were invited on January 17, 2017 with the goal of soliciting pricing. Five of those contractors attended the non-mandatory on-site meeting. Quotes were received from three contractors on January 25, 2017 with the lowest price being obtained from Shady Grove Construction, LLC.

Shady Grove Construction, LLC is located in Columbia, SC and is certified as a Local Business Enterprise with the City of Columbia.

Thank you for your consideration.

JAN26 11:53AM

528 Georgia Street Supplementary Photographs
Page 1 of 2



1



4



2



5

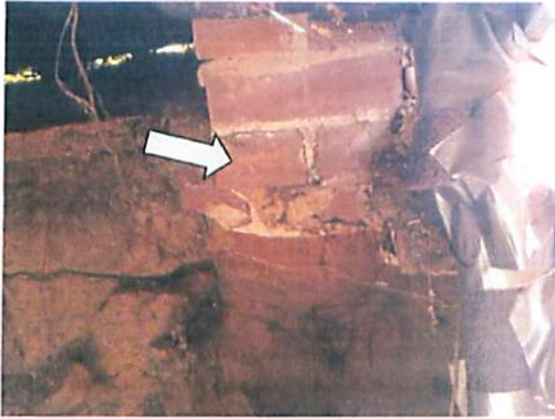


3



6

528 Georgia Street Supplementary Photographs
Page 2 of 2



7



8



**COLUMBIA**

A Capital Place to Be
1136 Washington St., 4th Floor
Columbia, South Carolina 29201

11.b

PURCHASE ORDER	
P.O. NUMBER	P162881
DATE	01/27/17
VENDOR I.D.	V011166
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R180445
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

TO: SHADY GROVE CONSTRUCTION LLC
1079 WEST SHADY GROVE ROAD
IRMO, SC 29083

FAX#

Page 1 of 1
ERICASGC2@AOL.COM

DELIVER ITEMS TO:

ENGINEERING
1136 WASHINGTON STREET, 7TH FLOOR
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	SS737902-Olympia Emergency Repair at 528 Georgia Street	353,308	EA	1.00	353,308.00
002	Contingency Fee	25,000	EA	1.00	25,000.00
	THANKS, LAWANA ROBINSON-LEE, CPPO, CPPB DEPUTY DIRECTOR (v)803.545.3469/ (f) 803.733.8408 lcrobinson@columbiasc.net				
				SALES TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	378,308.00

1. Submit all claims for payments by detailed itemized invoice in duplicate.
2. Goods other than those specified on this order must not be substituted or prices changed without authorization.
3. The right of cancellation in case of long delay in shipment is reserved.
4. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.
5. Prepay shipping charges, if any, and add to invoice.
6. Ship "Open Account." No C.O.D.'s will be accepted.

AUTHORIZED SIGNATURE

Packet Pg. 142

SHADY GROVE CONSTRUCTION, LLC
P.O. Box 754
WHITE ROCK, SC 29177

THE CITY OF COLUMBIA, SOUTH CAROLINA
SS737902
OLYMPIA NEIGHBORHOOD

UNIT PRICE FORM

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/demobilization	LS	1	\$ 20,000.00	\$ 20,000.00
2	10-Inch gravity sewer	LF	165	\$ 175.00	\$ 28,875.00
3	8-Inch gravity sewer	LF	313	\$ 250.00	\$ 78,250.00
4	4-Foot Diameter pre-cast manhole	EA	5	\$ 4,000.00	\$ 20,000.00
5	4-Foot Diameter pre-cast manhole (Dog House)	EA	5	\$ 6,000.00	\$ 30,000.00
6	Service wye	EA	8	\$ 500.00	\$ 4,000.00
7	6-Inch service line	LF	312	\$ 75.00	\$ 23,400.00
8	Cleanout	EA	11	\$ 250.00	\$ 2,750.00
9	Re-connect services	EA	8	\$ 1,500.00	\$ 12,000.00
10	Sewer connection, tie-in to existing main line	EA	5	\$ 1,000.00	\$ 5,000.00
11	Remove/replace fencing	LF	350	\$ 45.00	\$ 15,750.00
12	Temporary fencing	LF	350	\$ 27.00	\$ 9,450.00
13	Temporary construction/disturbance limits fencing	LF	1500	\$ 10.00	\$ 15,000.00
14	Sediment/erosion control	LS	1	\$ 8,000.00	\$ 8,000.00
15	Fill at sewer line failure	LS	1	\$ -0-	\$ -0-
16	Grassing	LS	1	\$ 20,363.00	\$ 20,363.00
17	Yard restoration (landscaping)	EA	6	\$ 5,000.00	\$ 30,000.00
18	CCTV (pre and post), air testing	LS	1	\$ 2,370.00	\$ 2,370.00
19	CW2020 utility abandonment	LF	450	\$ 18.00	\$ 8,100.00
20	Cost of easement requirements	LS	1	\$ 20,000.00	\$ 20,000.00
TOTAL					\$ 353,308.00

Item	Item Description	Unit	Qty.	Engineering Estimate		G.H. Smith Construction		LAD Corporation		Shady Grove Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/demobilization	LS	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$49,575.00	\$49,575.00	\$20,000.00	\$20,000.00
2	10-inch gravity sewer	LF	165	\$85.00	\$14,025.00	\$500.00	\$82,500.00	\$435.00	\$71,775.00	\$175.00	\$28,875.00
3	8-inch gravity sewer	LF	313	\$65.00	\$20,345.00	\$300.00	\$93,900.00	\$425.00	\$133,025.00	\$250.00	\$78,250.00
4	4-Foot Diameter pre-cast manhole	EA	5	\$7,000.00	\$35,000.00	\$8,000.00	\$40,000.00	\$6,000.00	\$30,000.00	\$4,000.00	\$20,000.00
5	4-Foot Diameter pre-cast manhole (Dog House)	EA	5	\$9,500.00	\$47,500.00	\$10,000.00	\$50,000.00	\$7,500.00	\$37,500.00	\$6,000.00	\$30,000.00
6	Service wye	EA	8	\$400.00	\$3,200.00	\$300.00	\$2,400.00	\$1,000.00	\$8,000.00	\$500.00	\$4,000.00
7	6-inch service line	LF	312	\$35.00	\$10,920.00	\$100.00	\$31,200.00	\$290.00	\$90,480.00	\$75.00	\$23,400.00
8	Cleanout	EA	11	\$400.00	\$4,400.00	\$200.00	\$2,200.00	\$800.00	\$8,800.00	\$250.00	\$2,750.00
9	Re-connect services	EA	8	\$4,000.00	\$32,000.00	\$2,000.00	\$16,000.00	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00
10	Sewer connection, tie-in to existing main line	EA	5	\$3,000.00	\$15,000.00	\$5,000.00	\$25,000.00	\$4,500.00	\$22,500.00	\$1,000.00	\$5,000.00
11	Remove/replace fencing	LF	350	\$25.00	\$8,750.00	\$100.00	\$35,000.00	\$30.00	\$10,500.00	\$45.00	\$15,750.00
12	Temporary fencing	LF	350	\$15.00	\$5,250.00	\$10.00	\$3,500.00	\$15.00	\$5,250.00	\$27.00	\$9,450.00
13	Temporary construction/disturbance limits fencing	LF	1500	\$5.00	\$7,500.00	\$10.00	\$15,000.00	\$5.00	\$7,500.00	\$10.00	\$15,000.00
14	Sediment/erosion control	LS	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00
15	Fill at sewer line failure	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
16	Grassing	LS	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$20,363.00	\$20,363.00
17	Yard restoration (landscaping)	EA	6	\$2,500.00	\$15,000.00	\$7,000.00	\$42,000.00	\$7,000.00	\$42,000.00	\$5,000.00	\$30,000.00
18	CCTV (pre and post), air testing	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$13,950.00	\$13,950.00	\$2,370.00	\$2,370.00
19	CW2020 utility abandonment	LF	450	\$150.00	\$67,500.00	\$50.00	\$22,500.00	\$30.00	\$13,500.00	\$18.00	\$8,100.00
20	Cost of easement requirements	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$38,000.00	\$38,000.00	\$20,000.00	\$20,000.00
	Subtotal (Items 1-20)				\$360,390.00		\$541,200.00		\$621,855.00		\$353,308.00
	Contingency	LS	1	\$25,000.00	\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00
	TOTAL BID AMOUNT				\$385,390.00		\$566,200.00		\$646,855.00		\$378,308.00

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2017 by and between The City of Columbia, South Carolina, herein called "Owner" acting herein through _____, City Manager
(title of authorized official)

and Shady Grove Construction, LLC
STRIKE OUT (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as
TERMS _____)

Of White Rock, County of Richland

State of South Carolina, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:
Project: # SS737902 Olympia Emergency Sewer Repair on Georgia Street

Hereinafter called the project, for the sum of **Three Hundred Fifty Three Thousand Three Hundred Eight and 00/100 (\$353,308.00)**

Dollars and extra work in connection therewith, 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.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice To Proceed" of the OWNER and to (1) have *substantially* complete the project within Sixty (60) consecutive calendar days and (2) thereafter have *final* completion to the project within an additional Thirty (30) consecutive calendar days. **For a total contract time of Ninety (90) consecutive calendar days.** The "Notice To Proceed" shall be issued in the form of the specimen Notice To Proceed annexed hereto. The giving of notice to proceed by owner is a condition precedent to the duty of the contractor to proceed with the work of this project and to the duty of the owner to pay for such work. Any work performed or other services rendered by the contractor prior to the giving of the "Notice To Proceed" is performed or rendered at the sole risk of the contractor.

The Contractor further agrees to pay liquidated damages in the amount of **Three Hundred (\$300.00)** dollars for each consecutive calendar day that the work remains incomplete following the contract completion date established in the Notice To Proceed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the contract documents.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in **four (4)** counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)
Attest

THE CITY OF COLUMBIA, SOUTH CAROLINA

City Clerk

By _____
City Manager

(SEAL)

Shady Grove Const. LLC
(Contractor)

By Eric J. Rhoades
Managing Member
(Title)

PO B 754

White Rock, SC 29177
(Address)

Dana McCall
[Signature]
Witnesses

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Sanitary Sewer Improvements at Johnson Avenue and Garden Springs Road, as requested by the Engineering Department. Award to LAD Corporation of West Columbia, a Local Business Enterprise in the amount of \$497,673.00. This firm is located in West Columbia, SC.

FINANCIAL IMPACT: Funding Source: Utilities Metro Wastewater Plant - Special Contracts, 5529999-658650/SS740001-658650. The original budgeted amount is \$500,000.00. Ferguson Waterworks of Elgin, SC will receive 6% (\$25,000) of the contract value and Tindall Corporation of Spartanburg, SC will receive 2% (10,000) of the contract value.

ORIGINAL BUDGET: \$500,000.00

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

Four (4) bids were received for sanitary improvement construction services at Johnson Avenue and Garden Springs Road (BID 039-16-17-CCP) as requested by Utilities and Engineering.

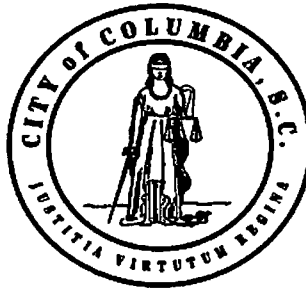
The total construction time allocated for this project is one-hundred and fifty (150) days after the notice to proceed is issued. I respectfully request City Council's approval of these services from LAD Corporation of West Columbia, in an amount not to exceed \$497,673.00.

Base Bid	\$452,430.00
Contingency	\$45,243.00
Total (Not to Exceed)	\$497,673.00

ATTACHMENTS:

- **#a:** Compliance Review & Business Information Record (PDF)

- #b: Engineer Approval and Site Map (PDF)
- #c: Bid Tabulation 039-16-17-CCP (PDF)



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Ayesha Driggers, Compliance Administrator
FROM: Debbie Scott, Procurement Contract Specialist,
Department of Procurement and Contracts
DATE: February 7, 2017

SUBJECT: BID039-16-17-CCP Johnson Avenue and Garden Springs Road SS Improvements

Bids for this project were opened publicly at 1:00 p.m., February 3, 2017 in the seventh floor Conference Room, 1136 Washington Street.

Bids submitted for the referenced project were in participation with the Local Business Preference Program.

The apparent low bidder is LAD Corporation of West Columbia, SC at \$452,430.00.

Please review and verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Also please check the subcontracting for compliance noted on the Business Information Record under the LBE policy.

Please indicate your approval by signing below and returning to me.

Thank You.

Review Approved: Ayesha Driggers
Ayesha Driggers, Compliance Administrator

Date: 2/7/17

Bid 039-16-17-CCP Johnson Avenue and Garden Springs Road SS Improvements

Business Information Records

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

→ **ALL COLUMNS ARE TO BE COMPLETE IN THE INFORMATION REQUESTED**

→ *REQUIRED: FORM MUST BE **TYPED** AND ONLY REFLECTING THOSE PROVIDING A SERVICE **"NO LINE STRIKE THROUGH"**

Business w/ Address	Contact w/Phone	Services / Materials	\$ Value and % * * *	SOP IF APPLICABLE DBE, DVBE, OBE	MPP IF APPLICABLE MBE, WBE, SBE
Ferguson Waterworks 166 Pontiac Business Center Dr. Elgin, SC 29045	David Dinkins 803-462-0860	Sewer Line Material	\$25,000 6%		
Tindall Corporation PO Box 1778 Spartanburg, SC 29304	Matt Goodner 864-590-5678	Sewer Structures	\$10,000 2%		

TOTAL: \$ 35,000

LAD Corporation of West Columbia

Contractor

By

Linda A. Nido

I certify this information is true and correct.

February 3, 2017

Date

Form 710

Clark-Pitchford, Carla M

From: Morgan III, Leon (Max) M
Sent: Tuesday, February 07, 2017 2:56 PM
To: Clark-Pitchford, Carla M
Cc: Porth, Gary B; Bolling, Andrea R
Subject: FW: SS7400 - Garden Springs and Johnson - Recommendation
Attachments: Bid Analysis 039-16-17-CCP.pdf

Importance: High

Hi Carla:

After reviewing the Excel PDF bid analysis for SS7400 Garden Springs and Johnson Avenue, the apparent low bidder is LAD Corporation, Inc. at \$452,430.00. It is recommended that City Council accept the proposed bid and a 10% contingency for a total cost of \$497,673.00.

Thank you,

Max

From: Clark-Pitchford, Carla M
Sent: Tuesday, February 07, 2017 12:08 PM
To: Morgan III, Leon (Max) M
Cc: Porth, Gary B
Subject: RE: SS7400 - Garden Springs and Johnson
Importance: High

Max:

Attached is bid analysis for above subject project for your review. As noted on the document, I did not receive bid documents for McClam & Associates Inc. Please let me know if anything further is needed.

From: Morgan III, Leon (Max) M
Sent: Tuesday, February 07, 2017 9:03 AM
To: Clark-Pitchford, Carla M
Cc: Porth, Gary B
Subject: FW: SS7400 - Garden Springs and Johnson

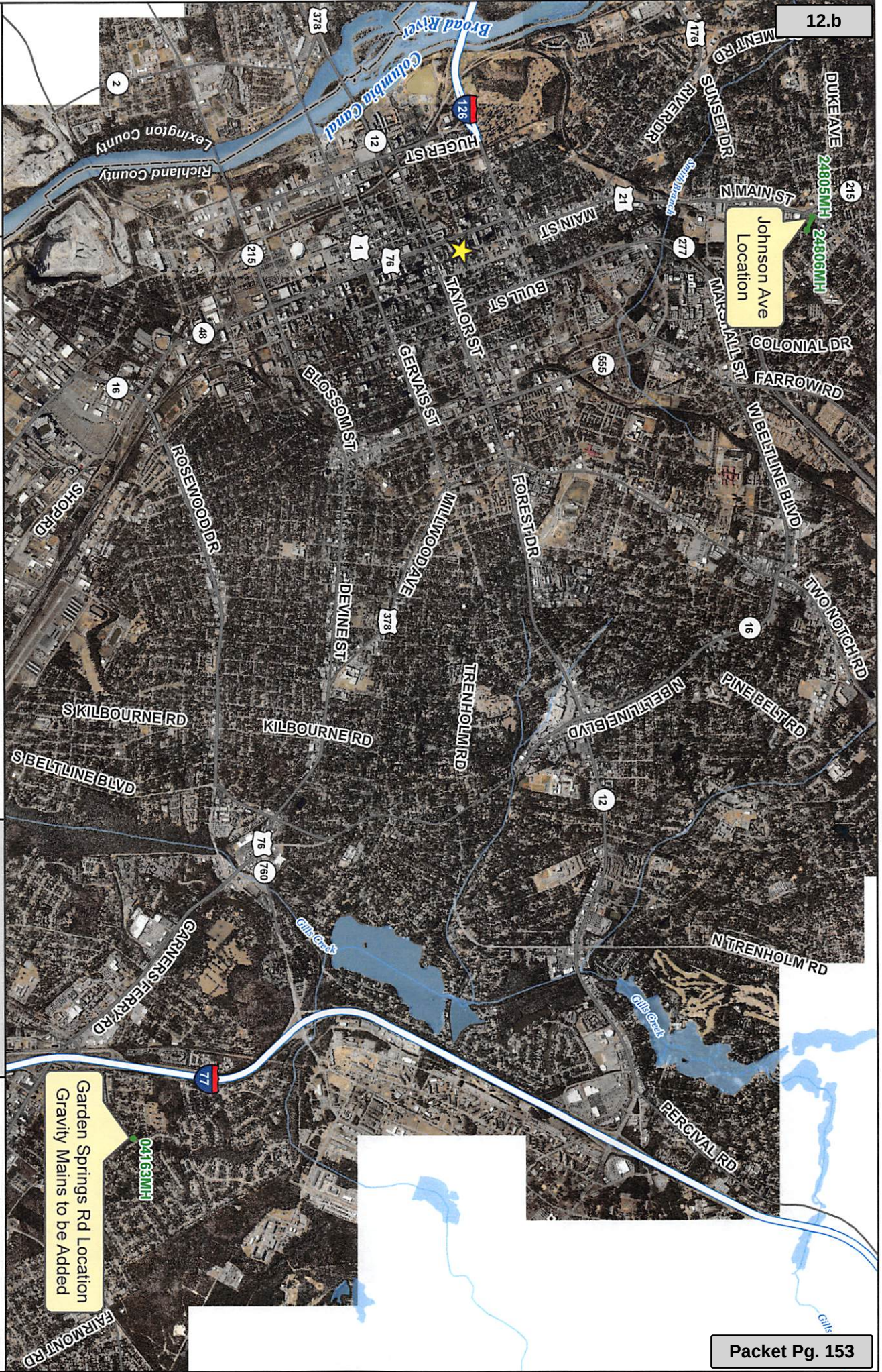
Good Morning Carla:

Will you be sending us the bid information so we can evaluate it and provide a recommendation to move forward? I assume it would come to me. We are hopeful this project can be on the next council agenda later this month.

Thanks,

Max

From: Williams, Paxton
Sent: Tuesday, February 07, 2017 8:16 AM
To: Porth, Gary B
Cc: Cuevas-Molina, Phoebe; Morgan III, Leon (Max) M
Subject: RE: SS7400 - Garden Springs and Johnson



Johnson Ave
Location

Garden Springs Rd Location
Gravity Mains to be Added

Clean Water 2020
Columbia's Clean Water is Our Future



We Are Columbia

• Sewer Manholes

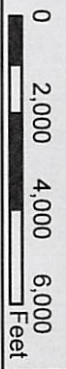
✓ Sewer Gravity Mains



City Hall



1 inch = 4,000 feet



SS7400

Johnson Ave and
Garden Springs Rd

Prepared For: Clean Water 2020

Bid Tabulation Report
BID039-16-17-CCP: JOHNSON AVENUE AND GARDEN SPRINGS ROAD SS
Monday, February 06, 2017

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B001914 - LAD Corporation of West Columbia					
PO Box 2634 West Columbia, SC 29171-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: Yes ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	Johnson Avenue and Garden Springs Road SS Improvements Tota	1.00	452,430.00	452,430.00
Total LAD Corporation of West Columbia					452,430.00
Bidder ID: B001990 - McClam & Associates, Inc.					
1642 Holy Trinity Church Road Little Mountain, SC 29075-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: Yes ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	Johnson Avenue and Garden Springs Road SS Improvements Tota	1.00	986,561.00	986,561.00
Total McClam & Associates, Inc.					986,561.00
Bidder ID: B002023 - Shady Grove Construction, LLC					
,			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: Yes ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	Johnson Avenue and Garden Springs Road SS Improvements Tota	1.00	578,347.00	578,347.00
Total Shady Grove Construction, LLC					578,347.00
Bidder ID: B002297 - North American Pipeline Management, Inc.					
12 Montclair Ave Greenville, SC 29206-			NonCollusion Stmt: I Agree NONCOLLUSION AFFIDVT: Y Local Bus Preference: No ADDENDUMS: Y BIDDING DOCUMENTS: Yes Certified Local Vendor: N		
1	91300	Johnson Avenue and Garden Springs Road SS Improvements Tota	1.00	548,411.00	548,411.00
Total North American Pipeline Management					548,411.00

Note: The bid tabulation above may reflect the apparent low bidder; however an evaluation will be done to determine if the bid meets all bid requirements before an award is made.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Council is asked to approve Change Order #1 for Project SS7279; Smith Branch Basin, as requested by the Engineering Department. Award to Layne Inliner in the amount of \$899,925.50. This firm is located in Tucker, Georgia.

FINANCIAL IMPACT: This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. North American Pipeline Management of Marietta, GA, a Women Owned Business Enterprise, is the Protégé and will receive 72% (\$648,228.40) of the change order value. The original budget for this project is \$6,000,000.00 and the original contract amount is \$2,812,562.00. The funding source for this change order will be provided from the original budget for SS7279 Smith Branch Basin. With this change order, the revised contract amount is \$3,712,487.50.

ORIGINAL BUDGET: \$6,000,000.00

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Invest in Infrastructure

This change order is necessary to compensate the contractor for additional construction services requested by the City of Columbia for emergency repairs on Sumter Street and Beltline Boulevard. Please see the attached change order for a more detailed description of the additional work.

The Director of Engineering recommends approval of the attached change order.

ATTACHMENTS:

- **#a:** CO1_SS7279 (PDF)
- **#b:** CO#1 SS7279 Smith Branch Basin Map (PDF)



CIP #SS 7279

Smith Branch Basin
Change Order # 1
Jan. 19, 2017

Description of Change: This change order is to compensate the contractor (Layne Inliner) for additional line items not in the original contract. Emergency repair.

Reason for change: Additional line items added to contract.

Funding source:

Approved project budget.

Addition:**SUMTER ST.**

Install New 4' Diam Precast MH to 6' deep	\$ 5,820.00
8" Protecto DIP 330 lf. @ 55.00 lf	\$18,150.00
6" Protecto DIP service 2 ea @ 1005.00 ea	\$ 2,010.00
Remove and Replace 6" Concrete Roadway 405 sy @ 87.50 sy	<u>\$ 35,437.50</u>
	\$ 61,417.50

BELTLINE BLVD.

10" Line Insertion Valves 2 ea @ 17,100.00 ea	\$ 34,200.00
Temp. water services 2 ea @ 2,052.00 ea	\$4,104.00
Temp. remove 10' of 10" Transite water main, Replace with	
10" DIP/Incl Couplings 3 ea @ 7,068.00 ea	\$ 21,204.00
Hold Power Pole / Light Pole during excavation 3 dy @ 1,710.00 dy	\$ 5,130.00
Open cut Ex. 8" dia. Pipe and Installation of 8" P.V.C. sewer	
10-20 ft deep 262 lf @ 420	<u>\$ 110,040.00</u>
	\$ 174,678.00

Flowable fill 100 cy @ 335 cy	\$ 33,500.00
Asphalt 50 tn @ \$285 tn	\$ 14,250.00
4" and 6" clean-outs 1640 unpaved/1230 paved ea	\$ 526,440.00
Full wrap lateral seal 30 @ 2988 ea	<u>\$ 89,640.00</u>
	\$663,830.00

Total lump sum: \$ 899,925.50

Total lump sum: \$ 899,925.50

CIP # SS 7279
Change Order # 1

Proposed Change and Basis for Payment:

Owner's Contingency Allowance

Original Allowance Total:	\$250,000.00
Previous change orders:	(\$0.00)
This change (reduction):	(\$0.00)
Revised Owner's Contingency Allowance:	\$250,000.00

Proposed Change and Basis for Payment

Original contract price:	\$2,812,562.00
Previous change orders:	\$0.00
This change:	\$ 899,925.50
Revised contract price:	\$3,712,487.50

Contractual Completion Date:

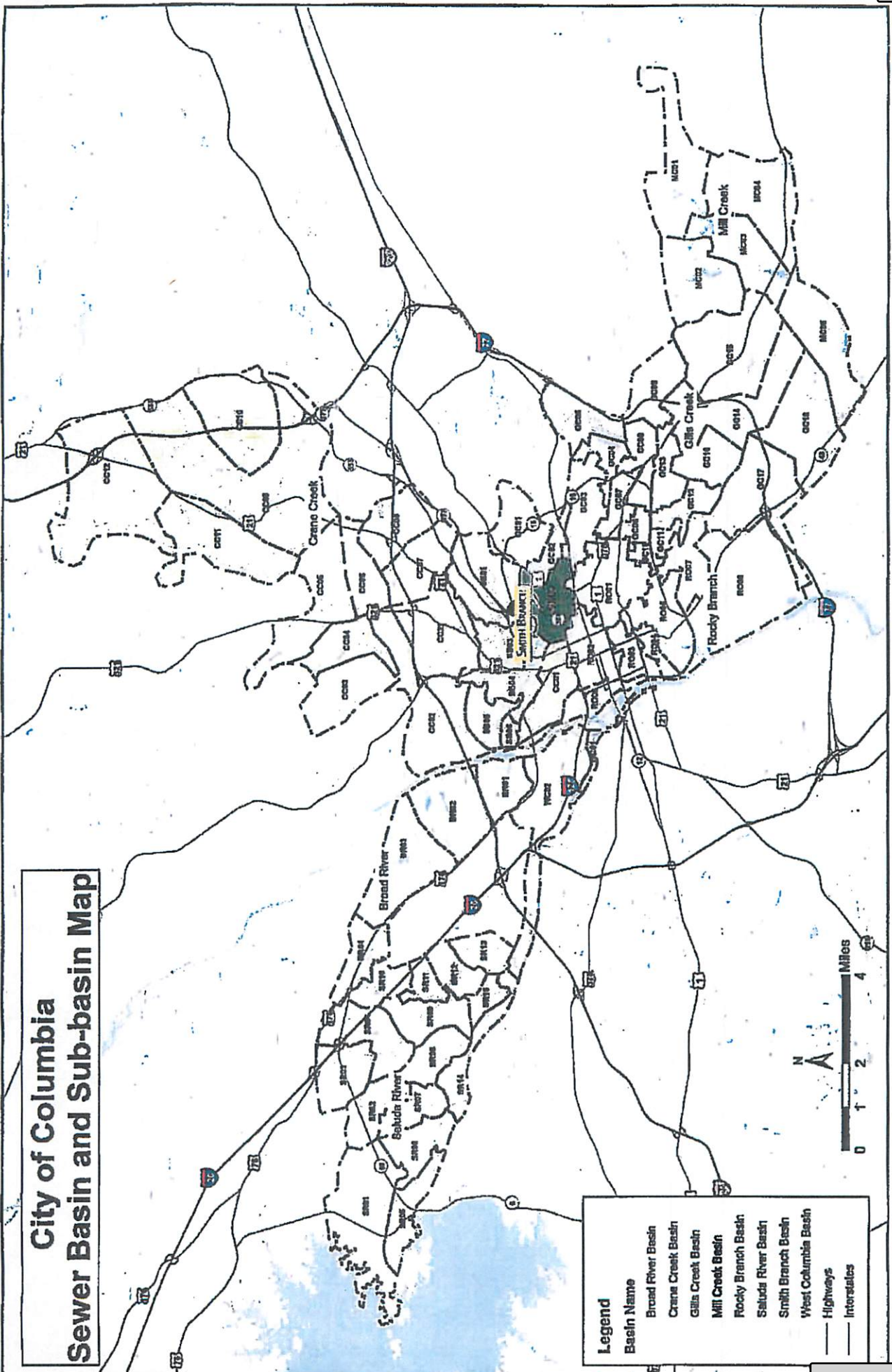
Notice to Proceed: November 17, 2016
Scheduled Completion Date: December 17, 2017

This Change is Acceptable:

Layne Inliner

By: Larry PurleeTitle: LARRY PURLEE, PRESIDENT**City of Columbia**Recommended for Approval: Alan Cockrell Utility Const. Coordinator
Alan CockrellRecommended for Approval: Michael F. Sheu, P.E. Assist City Engineer (CM)
Michael F. Sheu, P.E.Recommended for Approval: Jeff Jeffers Senior Utility Adm.
Jeff JeffersRecommended for Approval: Dana R. Higgins, P.E. City Engineer
Dana R. Higgins, P.E.Recommended for Approval: Joseph D. Jaco, P.E. Dir. Utilities & Engineering
Joseph D. Jaco, P.E.Approval of Change: _____ City Manager
Teresa Wilson

City of Columbia Sewer Basin and Sub-basin Map



- Legend**
- | Basin Name |
|---------------------|
| Broad River Basin |
| Crane Creek Basin |
| Gills Creek Basin |
| Mill Creek Basin |
| Rocky Branch Basin |
| Saluda River Basin |
| Smith Branch Basin |
| West Columbia Basin |
- Highways
— Interstates





We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-002 - Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 30, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-002 Soda City Oktoberfest (Sept 30)(PDF)

RESOLUTION NO.: R-2017-002

Authorizing consumption of beer and wine only at Soda City Oktoberfest on Saturday, September 30, 2017

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Oktoberfest to be held in the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, from 9:00 a.m. until 3:30 p.m. on Saturday, September 30, 2017; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street to include the intersection of Hampton Street, the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, excluding Boyd Plaza, from 7:00 a.m. until 4:30 p.m. on Saturday, September 30, 2017 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, September 30, 2017 from 9:00 a.m. until 3:30 p.m. in the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 3:00 p.m. on Saturday, September 30, 2017; and,

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

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 3:00 p.m. on Saturday, September 30, 2017; 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. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, 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, 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, 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 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, September 30, 2017, 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:

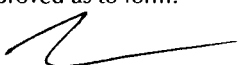
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 12/8/2016

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Emile DeFelice
Market Hall
sodacitysc@gmail.com
803-917-0794

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Oktoberfest

DATE(S) OF EVENTS: September 30 2017

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.)

N/A

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, & 1500 blocks of Main St between Lady St and Taylor St.. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main Street and the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage.

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, & 1500 blocks of Main St between Lady St and Taylor St. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main Street and the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage.

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

7AM to 4:30

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

9AM to 3:30pm

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.)*

9AM to 3PM

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@columbiasec.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 the event to residential properties.**

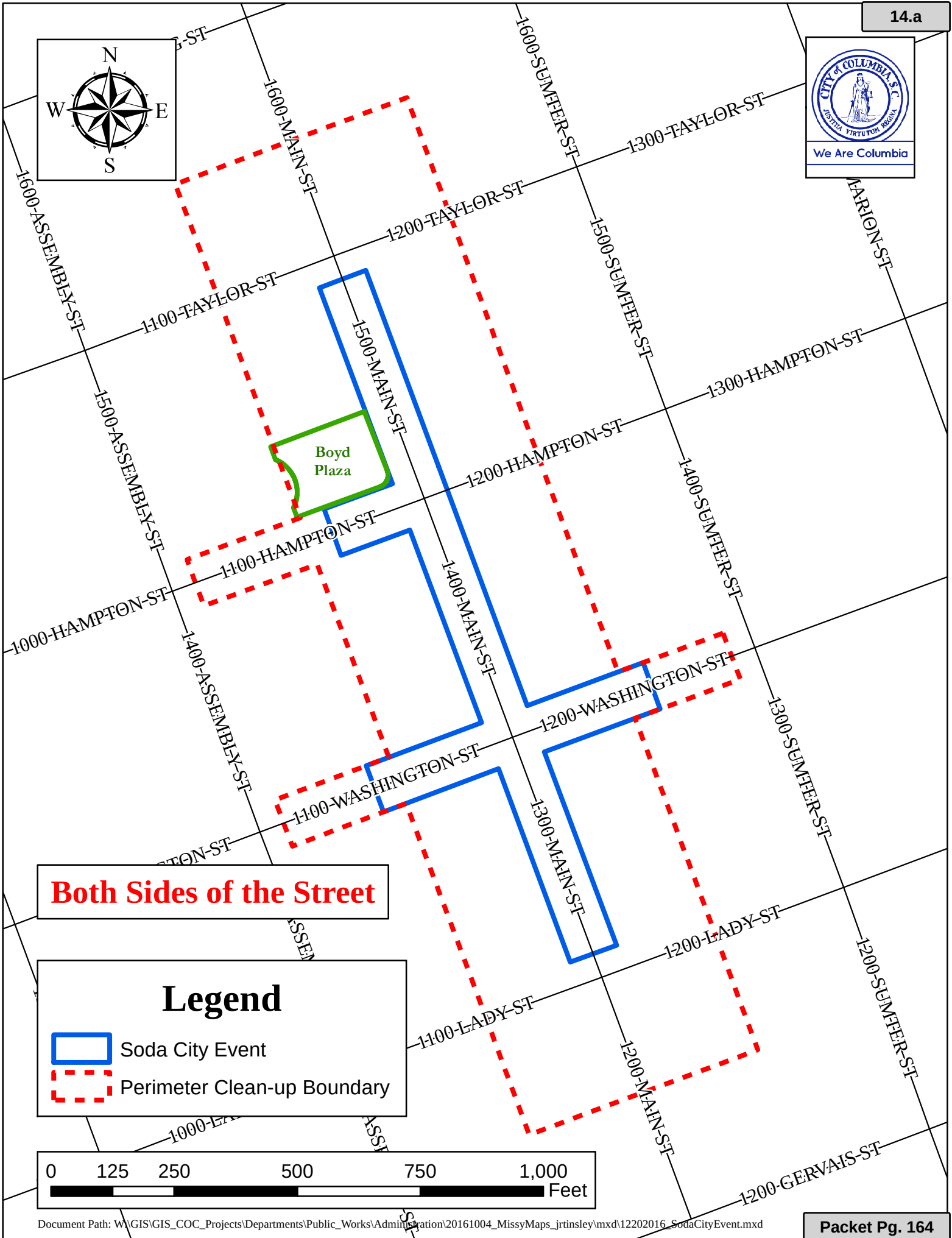
****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

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., 545-3703; 413-8553; cfgdadams@columbiasec.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasec.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasec.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasec.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; brmmurphy@columbiasec.net street closing







We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-004 - Authorizing consumption of beer and wine only at Soda City Crit on Saturday, December 16, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-004 Soda City Crit (Dec 16) (PDF)

RESOLUTION NO.: R-2017-004

Authorizing consumption of beer and wine only at Soda City Crit on Saturday, December 16, 2017

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Crit to be held in the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, from 9:00 a.m. until 4:30 p.m. on Saturday, December 16, 2017; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of 1400 and 1500 blocks of Main Street between Taylor Street and Washington Street to include the intersection of Hampton Street, the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot to allow for ingress and egress into the parking lot, the 1200 block of Hampton Street west of the driveway entrance to the Marriott to allow for ingress and egress into the Marriott driveway, excluding Boyd Plaza, from 7:00 a.m. until 4:30 p.m. on Saturday, December 16, 2017 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, December 16, 2017 from 9:00 a.m. until 3:30 p.m. in the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 3:00 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2017, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 3:00 p.m. on Saturday, December 16, 2017; 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. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code

of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, 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, 1300 block of Main Street between Lady Street and Washington Street; the 1400 block of Main Street between Washington and Hampton Street; the half block area of 1100 block of Washington Street east of the parking lot behind 1401 Main Street and Washington Street Garage to allow for ingress and egress into the parking lot and garage; the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage and driveway to the Sumter Street Garage to allow for ingress and egress into the parking garage and driveway; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza, 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 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.

Requested by:

Assistant City Manager Gentry

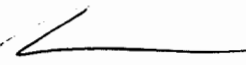
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 12/8/2016

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Emile DeFelice
Market Hall
sodacitysc@gmail.com
803-917-0794

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Crit

DATE(S) OF EVENTS: December 16 2017

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.)

N/A

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, & 1500 blocks of Main St between Lady St and Taylor St.. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main Street and the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage.

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, & 1500 blocks of Main St between Lady St and Taylor St. Including the intersection of Hampton St and the half block area of the 1100 block of Hampton St east of the entrance to the parking lot and the 1200 block of Hampton St west of the driveway entrance to Marriott. Including the intersection of Washington, the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main Street and the half block area of the 1200 block of Washington Street west of the entrance to the Meridian Parking Garage.

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

7AM to 4:30

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9AM to 3:30pm

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.)*

9AM to 3PM

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 the event 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.**

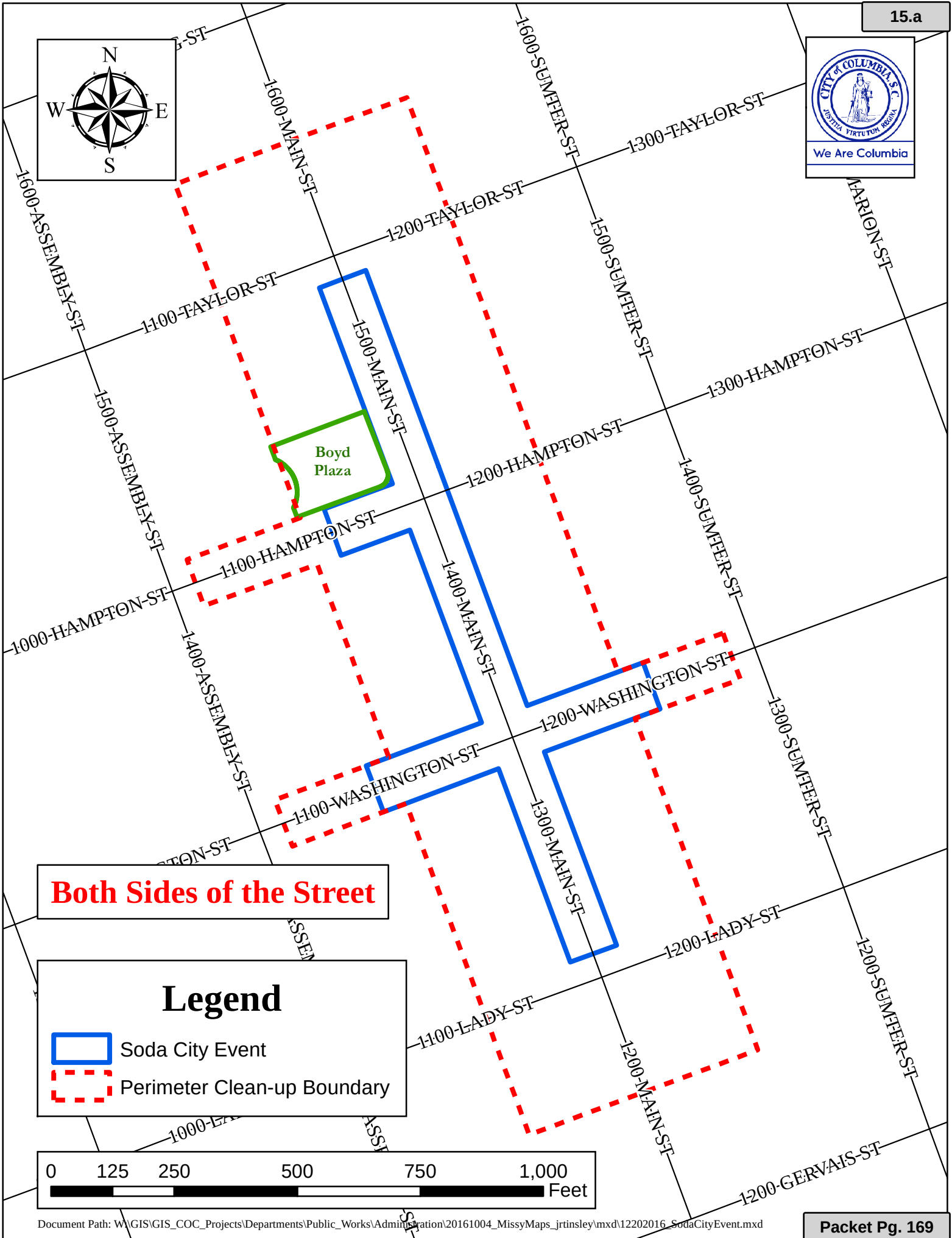
NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

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., 545-3703; 413-8553; cfgdadams@columbiasc.net
Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police
Parks and Recreation - Loretta Coleman; 545-3100; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing



R-2016-004





We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Legal

FROM: *Shari Ardis, Legal Administrator*

SUBJECT: Resolution No.: R-2017-021 - 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 26, 2017 with a rain date contingency of September 2, 2017

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2017-021 Main Street Latin Festival (Aug 26) (PDF)

RESOLUTION NO.: R-2017-021

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 26, 2017 with a rain date contingency of September 2, 2017

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 26, 2017, with a rain date contingency of Saturday, September 2, 2017; 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 25, 2017 until 3:00 a.m. Sunday, August 27, 2017, for set up, clean up, and staging of the event to be held on Saturday, August 26, 2017, with a rain date contingency of Saturday, September 2, 2017, 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 26, 2017 with a rain date contingency of Saturday, September 2, 2017; 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 _____, 2017, 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 26, 2017, with a rain contingency date of Saturday, September 2, 2017; 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 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, August 26, 2017, 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 2, 2017. 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

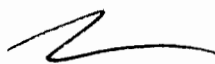
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

10/27/2016

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:

August 26, 2017

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.)

09/02/2017

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1300 and 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 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)

300 and 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 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 25th to 3:00am on August 27th, 2017.

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.)*

From 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.

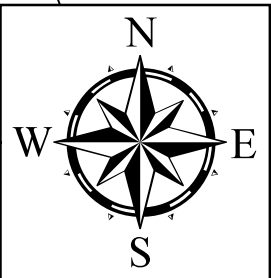
***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****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.**

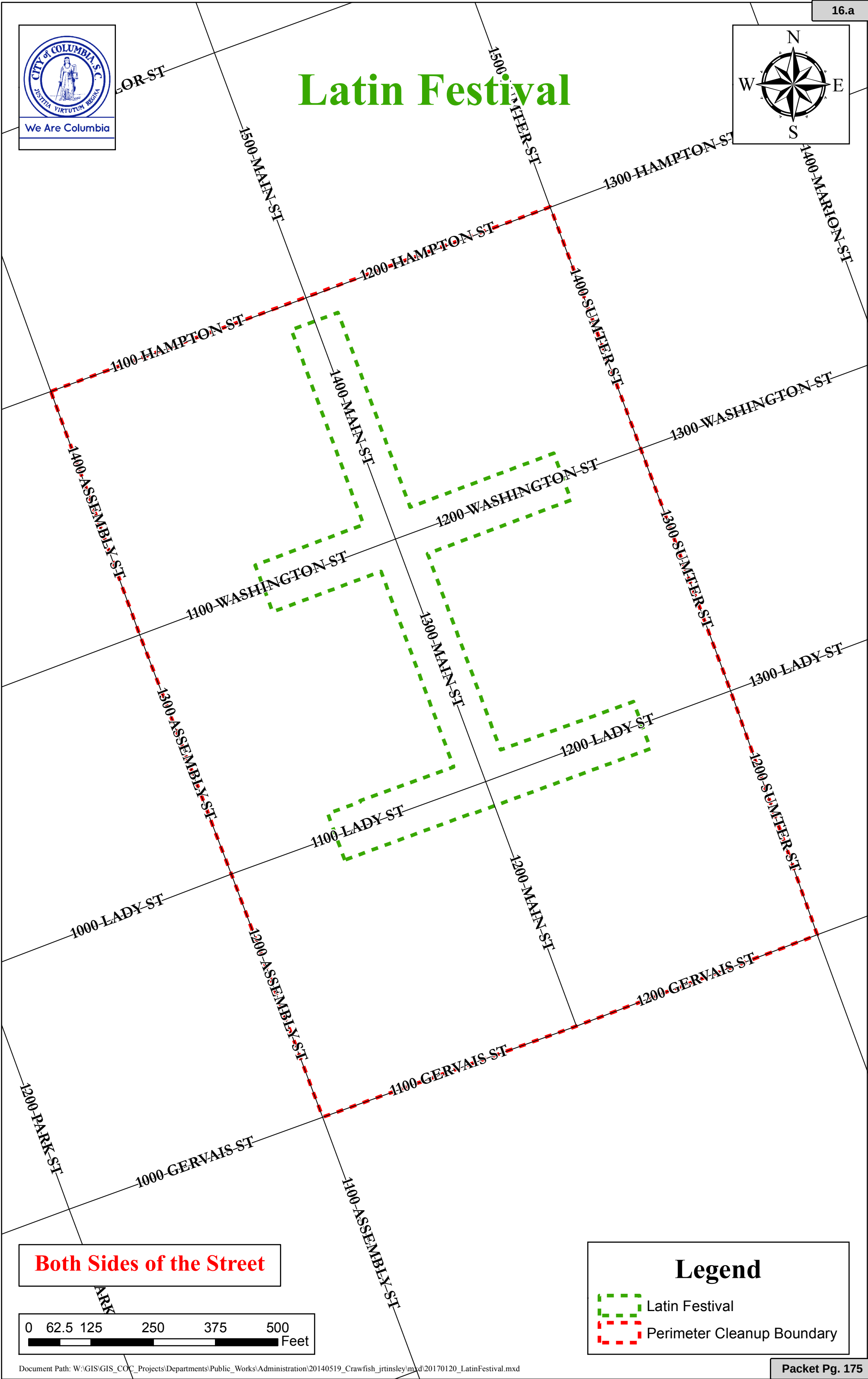
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This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through 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.

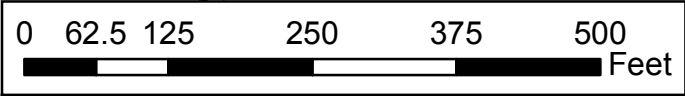
Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparationPolice Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police



Latin Festival



Both Sides of the Street



Legend

- Latin Festival
- Perimeter Cleanup Boundary



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Columbia Police Department

FROM: *William Holbrook, Police Chief*

SUBJECT: Young Ambassadors for Justice Program - Deputy Chief
Melron Kelly, Columbia Police Department and Miss
McKenzie Amaker

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia World Affairs Council Update - Mr. Dickson Monk,
Executive Director of the Columbia World Affairs Council

FINANCIAL IMPACT:

ATTACHMENTS:

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



**Columbia World Affairs Council (CWAC) presentation to
Columbia City Council on Tuesday, February 21, 2017 at 6:00 p.m.**

Speakers

Dickson Monk, CWAC executive director

Judge Mildred Weather McDuffie, CWAC board of directors

Summary

Judge McDuffie and Mr. Monk will give a brief summary of the CWAC's mission and recent activities. Please see more about the council and list below.

About the Columbia World Affairs Council:

Founded in 1993, the Columbia World Affairs Council (CWAC) is a private, non-profit, non-partisan organization in the Midlands region of South Carolina, located in the state capital. CWAC serves as the bridge between our local community and its global counterparts. In recent years, South Carolina has experienced rapid growth in international business, politics, and culture. Devoted to promoting intercontinental awareness in South Carolina, the Columbia World Affairs Council exists not only for the state's benefit, but also for its citizens by enhancing their opportunities to engage in projects that are beneficial to the international community.

1. Two major projects involving the University of South Carolina College of Engineering and Computing and the Fraunhofer Institute for Experimental Software Engineering in our sister city of Kaiserslautern are under way. The Council helped coordinate the visits and communication to make this connection.
2. Recent events included the Counsel General of India, Nagesh Singh, and the former president of Haiti, President Martelly. With President Martelly we helped Claflin University with a reception attended by about 70 people at the Columbia Marriott at which Mayor Benjamin presented him with a key to the city.
3. In addition to the Counsel General of India, with whom we will have an on-going communication, the council is working with the S.C. State Museum



on Beyond Bollywood: Indian Americans Shape the Nation, an exhibition from the Smithsonian Institute opening April 29.

4. During the week when we hosted the Counsel General and the President, we held Academic WorldQuest. This is the revival of a trivia contest on global affairs and current events that we held at the USC Geography Department. We are supporting the winning team that will go on to the national competition in April with the World Affairs Councils of America.
5. We arranged for a group of women leaders from the Ukraine to speak at Columbia College's Center for Leadership. The women are here to learn more about women in leadership roles in South Carolina and other states as part of the US Congress Open World Leadership program.
6. We are starting an initiative with our sister city of Cluj-Napoca, Romania to connect with IT students and professionals and ramp up our communications through a key contact here, Gabriel Terejanu, who is a senior department head in computer science at USC.
7. In that same regard, we are working with the Harry Huge Foundation and the Nexsen Pruet Law Firm on a potential trip to Estonia to connect with IT professionals and others. We are looking at other venues including Copenhagen, Denmark where Councilwoman Devine got a first-hand look at how Denmark is increasing livability by reducing its use of vehicles. Ms. Devine spoke to the annual meeting of the World Affairs Council in January.
8. The council's programming, including the annual Global Vision Award Dinner, is bringing people to Columbia from across the state that has a positive impact on Columbia's hospitality economy and awareness of Columbia's position as a world-class city.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: Erika Moore, City Clerk

SUBJECT: Busby Street Community Center & Police Training Complex
Phase I Project Update - Ms. Dana Higgins, PE, City Engineer
and Mr. Bob Probst, AIA, Project Manager

PRESENTER: Dana Higgins, City Engineer

FINANCIAL IMPACT:

ORIGINAL BUDGET: \$3.0 Million

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life, Provide high quality municipal services

Funding has been identified for the Busby Street Complex that will include a Community Center and a Police Substation along with walking trails. This project is scheduled to be complete in the Spring of 2018. The programming components of the complex are identified below, along with a general timeline of activities that will take place in the coming months through the completion of the project. The City is excited to be moving forward with this complex and knows it will be a significant addition to the City's facilities and will make an impact to the surrounding neighborhoods.

Busby Street Community Center and CPD Substation Project

Phase 1:

Community Center (with state of the art technology capability)

- 5540 SF Facility that includes
- Large Conference Room with Appropriate Storage Closet
- Break Room / Service Kitchen (Food Prep and Serving Area)
- Support and Storage
- Restroom Facilities
- Office Space

Police Substation (with state of the art technology capability)

- 1350 SF Area that includes
- Lobby
- Reception/Waiting Area
- Patrol Officer Office
- Workstation Space

- Small Conference Room
- Supply Room

Exterior Area

- Access Road / Parking
- Walking Trail
- Other

Recommendation:

Propose the City move forward with design/construction of Phase 1 of the facility to include all utility, grading, site work and upfitting necessary to complete Phase 1 by April 2018.

- Consultant to design site and utility work necessary for entire project build-out
- Consultant to design facility improvements for Community Center and CPD Substation only
- City to evaluate performing utility work and site work (rough grading) in house
- Consultant to prepare bid package for fine grading needs, roadway and parking lots and building construction/programming services - complete May 2017
- Utility Work/ Rough Grading by City Forces - May-July
- Bid / Award Project - May - July 2017
- Construction Phase (fine grading and buildings) - Aug 2017 - March 2018

Budget

- \$2,500,000 to include design, construction and upfitting of facility to include access road/parking
- \$ 500,000 to include design/construction of utilities and rough grading - to be budgeted as part (to be funded by Water/Sewer and Stormwater based on breakout of costs for each utility)

Project Manager: Bob Probst, Construction Management

Coordination to occur on a pre-determined basis with all departments and stakeholders.

ATTACHMENTS:

- **#a:** Busby Street Presentation (PDF)



Busby Street Community Center & Police Training Complex

Dana Higgins, PE & Bob Probst, AIA

February 21, 2017

About The Project

- Purpose
 - Community center, walking trail, & police substation with training facility at the base of the James Clyburn Memorial Pedestrian Bridge
- A partnership between
 - Parks & Recreation
 - Police Department
 - Community Development
 - Engineering
 - Public Works



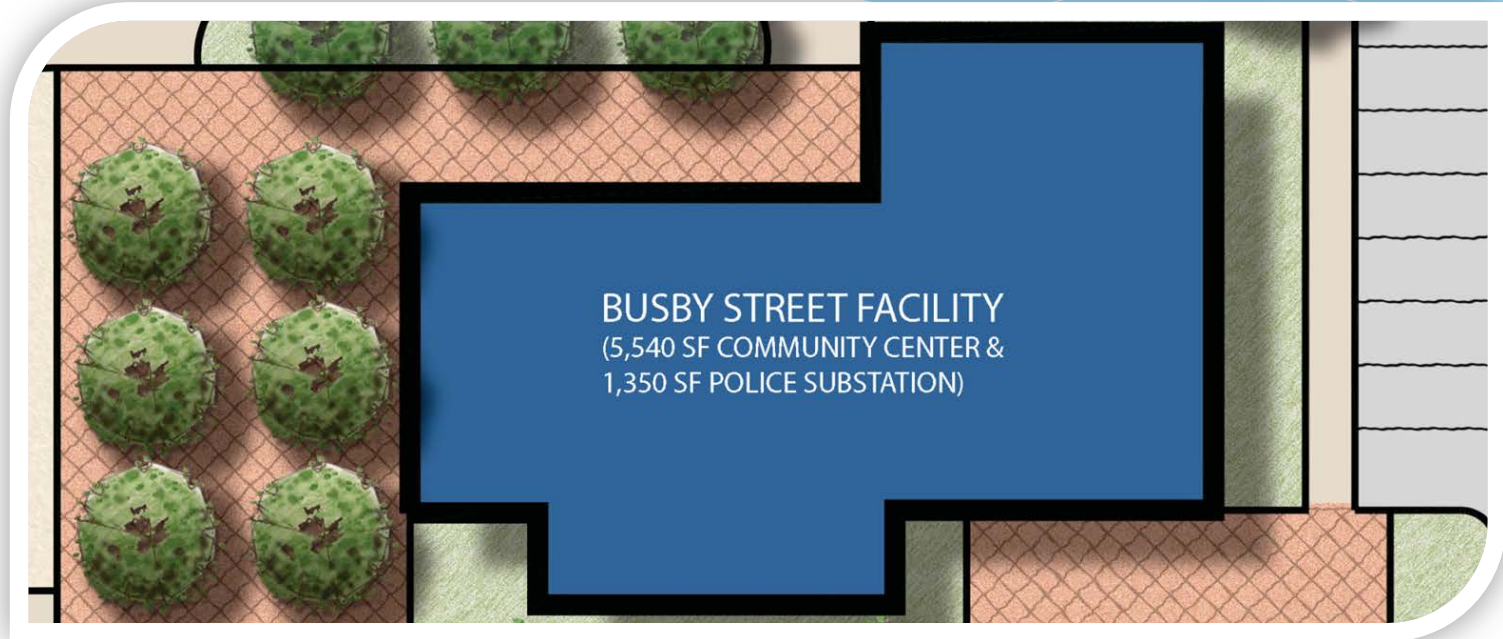
Current Site Condition

Overall Site Plan



- 1 acre of open space
- Walking trails
- Playground
- Plazas
- Shade trees and landscaping
- Stormwater pond with aesthetic design
- Parking & drop-off area for visitors
- Streetscape with planting strip

Facility Detail



Community Center

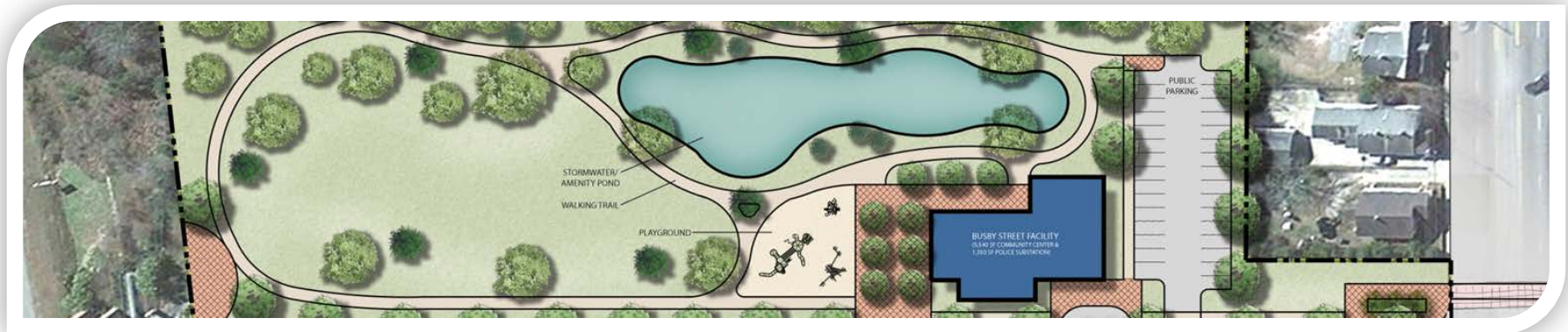
- Over 5,500 ft² community area
 - Large conference room
 - Office space
- Over 700 ft² recreation area

Police Substation

- Over 1,300 ft² substation
 - Workstations, reception
 - Small conference room
 - State of the art technology capability

Cost & Timeline

- \$2.5 M
- Timeline
 - Spring 2017 – Project design
 - Summer 2017 – Begin project construction
 - Summer 2018 – End project construction



Future Options



- Space available for future development

• QUESTIONS & ANSWERS



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Fund Balance Allocations

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Little Lake Katherine Dredging Project Funding Request

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

The City is contributing funding assistance to the dredging project of Lake Katharine for the ability to utilize Stormwater storage during rain events. As part of this project, Little Lake Katharine has requested assistance for dredging of their lake.

The projected amount of sediment from a 2004 Wilbur Smith Little Lake Katharine study is estimated at 193,000 cubic feet (7,150 cubic yards). At an estimated cost of \$25/CY, the total estimated cost is \$178,750.

The study identified the City of Columbia as a contributor of 52% of the sediment. Therefore, Little Lake Katharine has requested a commitment from the City of up to \$92,950, subject to permitting.

If additional information is needed, please let us know.



We Are Columbia

MEETING DATE: February 21, 2017

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Gills Creek Watershed Association Match Funding Request
for Section 319 Grant - The Honorable Daniel J. Rickenmann

FINANCIAL IMPACT:

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