



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, JUNE 16, 2020

The Columbia City Council will conduct a Meeting on Tuesday, June 16, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public may also participate via telephone by dialing **(855)925-2801**. When prompted, enter the meeting code: **9299**, then press ***1** to listen. Once the public input segment begins, callers will be given further instructions on how to join the speaker queue. Callers wishing to address the Council should state his/her name and address for the record. You have three minutes to speak. At the end of three minutes, your line will be muted. You may remain on the line until the meeting adjourns. For additional meeting information visit www.columbiacitysc.igmp2.com or contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the April 2, 2020, April 7, 2020, and April 9, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
3. Reflections on 21st Century Policing - Mr. William H. "Skip" Holbrook, Chief of Police for the Columbia Police Department

RESOLUTION

4. Resolution No.: R-2020-068 Adopting City of Columbia Use of Force Policy



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CONSENT AGENDA ITEMS 5 THROUGH 10

5. Council is asked to approve an Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Project Development, in an amount not to exceed \$55,000.00 for Fiscal Year 2019/2020. This firm is located in Columbia, SC.

Funding Source: Administration - City Manager- Special Contracts; 1011111-638300; Hospitality-Special Contracts; Special Contracts: 2124313-638300. The original budgeted amount was \$55,000.00.

6. Council is asked to approve reimbursement for the installation of a 24" storm drain from 701 Whaley Street to Pacific Park, as requested by Columbia Water. Award to Red Curb Investments, LLC in the amount of \$98,709.00. The vendor is located in Columbia, SC.

Funding Source: Stormwater Special Contracts (5534202-638305)

7. Council is asked to approve the purchase of Twelve (12) Astro Radios, as requested by the Fire Department. Award to Motorola Solutions, using the SC State Contract in the amount of \$97,633.38. The vendor is located in Sumter, SC.

Funding Source: Fire Suppression-Radio Equipment - \$91,000.00 (1012303-627800) and Fire Administration-Radio Equipment - \$6,633.38 (1012301-627800). The original budget amount is \$91,000.00.

8. Council is asked to approve the purchase of Parts and Services for the Reconditioning and Restoration of Sharples DS706 Rotating Assembly and Gearbox (Centrifuge) for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Alfa Laval, as a Sole Source in the amount of \$128,994.78. This vendor is located in Chesapeake, VA.

Funding Source: Utilities Metro Wastewater Plant (516208-658300). The original budget amount is \$128,994.78.

9. Council is asked to approve an agreement for Project SD8433; Millwood Detention, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$164,200.00. The firm is located in Columbia, SC.

Funding Source: (5549999-SD843301-658650). The original budget amount is \$164,200.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide technical consulting and construction observation services at 70% (\$114,698) of the contract value. Civil Engineering Consulting, a Disadvantaged Business Enterprise of Columbia, SC, is the Protégé and will provide consulting services at 20% (\$32,802) of the contract value.



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The following subconsultants will provide additional services:

Bunnell Lammons Engineering of Greenville, SC will provide geotechnical services at 6% (\$10,000) of the contract value.

Summit Engineering of Columbia, SC will provide surveying services at 4% (\$6,700) of the contract value.

10. Council is asked to approve the purchase of Replacement Parts for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Technologies, LLC as a Sole Source in the amount of \$175,273.20. This vendor is located in Waukesha, WI.

Funding Source: Utilities Metro Wastewater Plant-Small Hand Tools & Other Equipment (5516208-623100); Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300); and Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300). The original budget amount is \$175,273.20.

ORDINANCES - SECOND READING

11. Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

First reading approval was given on June 2, 2020.

12. Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021

First reading approval was given on June 2, 2020.

ORDINANCES - FIRST READING

13. Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto
14. Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development



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15. Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

RESOLUTIONS

16. Resolution No.: R-2020-063 Release and Abandonment of a 20 SF (0.49' TO 0.51') Portion of the City's Existing 15' Water Line Easement along a portion of Richland County TMS#11301-20-17; 12 Cottonplace Lane; Lot 13, Cottonplace (formerly, Whaley Row Townhouses Phase 2); CF#291-21a
17. Resolution No.: R-2020-064 Amending Resolution No.: R-2018-107 Authorizing the operation of Soda City Market by expanding the market footprint to meet social distancing and safety protocols
18. Resolution No.: R-2020-066 Authorizing the City Manager to execute a Facility Encroachment Agreement between the City of Columbia and CSX Transportation, Inc.

APPOINTMENTS

19. Richland- Lexington Airport Commission

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

PUBLIC INPUT

EXECUTIVE SESSION

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

Legal advice pertaining to COVID-19

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

Lake Katherine Sediment



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
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22. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

Mr. Seafood

ADJOURNMENT



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the April 2, 2020, April 7, 2020, and April 9, 2020 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_04_02_2020 (PDF)
- MN_04_07_2020 (PDF)
- MN_04_09_2020 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, APRIL 2, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Thursday, April 2, 2020 using Video Conferencing Technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:04 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 Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve the adoption of the agenda, as presented.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into **Executive Session** at 2:07 p.m. for the discussion of **Items 1** and **2** as outlined.

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

COVID-19 Testing

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

Legal advice pertaining to COVID-19

Council adjourned the Executive Session at 4:25 p.m.

CONSIDERATION OF MATTERS DISCUSSED DURING EXECUTIVE SESSION

No matters were considered at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, APRIL 2, 2020**

EMERGENCY ORDINANCE

The Honorable Edward H. McDowell, Jr. exited the virtual meeting.

Councilor Devine said the video the Police Department did thanking our citizens during this time was really well done. I want to tell the chief and his staff, good job and I appreciate them doing that. I have heard a lot of great comments from the public.

3. Ordinance No.: 2020-036 Emergency Order Incorporating the Governor's Executive Order of Non-Essential Business Listing into Ordinance No.: 2020-034 Stay Home Stay Safe - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Ordinance No.: 2020-036 Emergency Order Incorporating the Governor's Executive Order of Non-Essential Business Listing into Ordinance No.: 2020-034 Stay Home Stay Safe.

Mayor Benjamin said we look forward to continuing to work with the state government and other interested parties to save lives as we work through these difficult times.

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to adjourn the meeting at 4:33 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_04_02_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 7, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, April 7, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

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

CONSENT AGENDA ITEMS 1 THROUGH 6

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 1** through **6**.

1. Council is asked to approve the purchase of the AVaiLWeb and Hardware Warranty for Vehicle Locator Services, as requested by the Columbia Police Department. Award to Utility Associates in the amount of \$73,738.08. The vendor is located in Decatur, GA. – *Approved*

Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budgeted amount is \$74,000.

Attachment: MN_04_07_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 7, 2020**

2. Council is asked to approve a Professional Services sole source agreement for a consultant to provide a Municipal Complex Building Condition Report, as requested by the Support Services Division. Award to Pond & Company, as a Sole Source in the amount of \$90,235.00. Pond & Company's headquarters is located in Peachtree Corners, GA and the company maintains a local office in Columbia, SC. – *Approved*

Funding Source: General Capital Projects/Capital Projects (4039999-658650); Washington Sq-Customer Care/Capital Projects (CP105904-658650). The original budgeted amount is \$90,235.00.

3. Council is asked to ratify the approval of a Professional Services Agreement for Emergency Use Authorization COVID-19 Testing, subject to City established protocol. Award to Precision Genetics in the amount of \$153,000.00. This firm is located in Greenville, SC. – *Approved*

Funding Source: General Fund COVID-19 Emergency Reserves

4. Council is asked to approve a Contract for Project WM4524; Water Maintenance Utility Cut Repairs (Water District 2), as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$803,568.00 which includes contingency. This firm is located in West Columbia, SC. – *Approved*

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$515,240.00) of the total contract value. LG Utility Contractors, Inc., a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$141,000.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$6,700.00) of the total contract value.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452401-658500). The original budget amount is \$877,807.13.

Attachment: MN_04_07_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 7, 2020**

5. Council is asked to approve a Contract for Project WM4523; Water Maintenance Utility Cut Repairs (Water Districts 1 & 3), as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,011,300.00 which includes contingency. This firm is located in West Columbia, SC. – *Approved*

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$648,350.00) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (Woman) and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$177,000.00) of the total contract value.

The following suppliers will be providing additional material/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452301-658500). The original budget amount is \$1,103,289.00.

6. Council is asked to approve a Contract for Project WM4525; Water Maintenance Utility Cut Repairs (Water District 4), as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,034,148.00 which includes contingency. This firm is located in West Columbia, SC. – *Approved*

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC, is the Mentor and will be performing utility cut repairs at 77% (\$663,415.00) of the total contract value. LG Utility Contractors, Inc., a Woman Business Enterprise and a Local Business Enterprise of Lugoff, SC, is the Protégé and will be performing utility cut repairs at 21% (\$180,975.00) of the total contract value.

The following suppliers will be providing additional materials/supplies:

Sloan Construction of Duncan, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Martin Marietta of Cayce, SC will be providing materials at 1% (\$8,700.00) of the total contract value.

Funding Source: Engineering Water & Sewer Improvements (5516220-WM452501-658500). The original budget amount is \$1,124,765.40.

Attachment: MN_04_07_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 7, 2020**

ORDINANCE - FIRST READING

7. Ordinance No.: 2020-035 Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2020 - *Approved on first reading.*

Ms. Teresa Wilson, City Manager said this ratifies the actions of Council to allocate funds for our Resilient Columbia initiative, public safety initiatives, and information technology matters that are needed during this time.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2020-035 Amending Ordinance 2019-078 to Amend the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2020.

RESOLUTION

8. Resolution No.: R-2020-051 Ratifying and Approving the Adoption of "A Resilient Columbia: Economic Sustainability Plan" – *Approved*

Ms. Teresa Wilson, City Manager said staff has moved forward expeditiously to put in place these guidelines for the assistance being provided to small businesses and the non-profit community. We have distributed 108 awards, almost half a million dollars have been given out. Staff is compiling demographic data to show the diversity of all businesses being impacted.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-051 Ratifying and Approving the Adoption of "A Resilient Columbia: Economic Sustainability Plan".

PUBLIC COMMENTS

No public comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 7, 2020**

Councilor Rickenmann said we are at the stage where we need to reach out to the recipients of the hospitality tax and accommodations tax to let them know that based on the impacts they may need to scale back their anticipation of funding. I don't think we are going to have the funding levels that we have had. I do not want people to make plans and anticipate spending money that we may not have to relieve them. I think it is time, well in advance, to ask the City Manager to issue a letter to let everyone know they should not budget such robust plans for the rest of the calendar year and going into the next budget cycle. We need to be careful that people are not anticipating money that we may not have.

Ms. Teresa Wilson, City Manager said the committee chair is asking for some direction. Staff has not received anything regarding current applicants who were already funded for the current year. We are getting questions about the process going forward, if there will be a different process, and communicating any changes sooner rather than later. The chair has said that it has not technically been a pressing issue because they have been engaged with the impacts on their own businesses. It was stated that if Council would like to move forward with the process they would like further direction. The committee would like to know how we want the process to continue and the funds available before they begin to look at applications. The instructions that were given to the organizations that were already funded was that they could request to carry forward. I have to ask how many of those requests we have.

Councilor Duvall said Mr. Rickenmann is right and we are in a different situation with hospitality and accommodation tax collections. Organizations need to be alerted that things might change going forward. We had directed staff to start doing some forecasting for the payout of this fiscal year and for the next fiscal year that starts in July. I think we need to wait until we receive the forecasts before we begin making decisions. I do think the letter should tell potential recipients that the process will stop at the committee level and that Council along with staff will handle the distributions depending on what funds are available. We as a Council need to make some tough decisions on the priority of what funds are available. We have obligations to our bond holders and others before we can distribute money.

Mayor Benjamin said once we have legitimate expectations we need to make sure we are prepared to give people a date by which we will be making some decisions. Preferably before the fiscal year is up so they can adjust accordingly. This is a process that needs to be as egalitarian as possible. We do need to communicate and draft a letter so people can understand and prepare for it.

Attachment: MN_04_07_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, APRIL 7, 2020

Ms. Teresa Wilson, City Manager said we have made some projections but it might not be until late summer when businesses start turning the corner. The reality is there might not be enough collections to do what we would normally do. Richland County is taking some action today. We can try to stay in line with what they are attempting to do. We will do our best to forecast but it will be mostly assumptions until our community turns the corner.

Councilor Brennan asked the City Manager for an inventory of municipalities who are doing hazard pay for first responders and to track any federal funding specifically for that.

Ms. Teresa Wilson, City Manager said the hazard pay scenarios we have seen are in the bigger cities and virus hotspots. We will do our diligence to see what is happening across the state. We have received a direct allocation from the Department of Justice. The funding is pretty open ended as to how law enforcement can utilize it.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into **Executive Session** at 2:50 p.m. for the discussion of **Item 9** as outlined.

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

Legal advice pertaining to COVID-19 and City Operations

ADJOURNMENT

Council adjourned the Executive Session and the meeting at 5:20 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

Attachment: MN_04_07_2020 (5996 : Approval of Meeting Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, APRIL 9, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Thursday, April 9, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 4:42 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 Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

CITY COUNCIL DISCUSSION / ACTION

1. COVID-19 Update

Mayor Benjamin said we are all thankful to the City of Columbia team. They have stepped up and lead from the front to try and address this pandemic. We are still at the beginning of the work we are doing to flatten the curve and making sure our health care resources are not overwhelmed. Today, our state recorded a record number of deaths due to COVID-19. Our officers have been enforcing our stay home stay safe ordinance and the governor's executive order. We relied on the City of Charleston's ordinance and the Department of Homeland Security Administration essential businesses list as a way of encouraging uniformity throughout the state. The challenge presented to our law enforcement officials is trying to enforce our ordinance as well as the governor's executive order. We don't need officers operating in gray areas, we need them to be able to clearly interpret and execute the law in Columbia and in South Carolina. Because of this, our ordinance will expire today. We are going to follow-up on communication with the governor and plea that his executive order become transparent and adhered to. We have seen examples of exceptions being given to businesses throughout the city that are included in the executive order nonessential list being able to continue to stay open during this crisis. Under state law and operating within the confines of the constitution, Council is going to reserve the right to revisit this topic if in fact we see that the governor's executive order is not being properly carried out. There was a strong unanimous decision of Council to continue with the curfew. It's a tool that has been proven effective to our law enforcement officials. We have a long journey and we have to figure out how to continue leading in the best interest of our citizens' health and preserving human life.



**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, APRIL 9, 2020**

EMERGENCY ORDINANCE

2. Ordinance No.: 2020-037 Emergency Order Imposing a Curfew

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Ordinance No.: 2020-037 Emergency Order Imposing a Curfew.

Councilor Brennan suggested that we work with fire marshals to post the capacity of people allowed in the businesses based on the square footage of the location. If businesses don't follow the rules it can lead to social resistance. I wanted to put forth the idea to Chief Jenkins and our fire marshal division.

Councilor Rickenmann said there is some confusion about the capacity allowed in businesses. I think we need to get clarity for people to avoid confusion. We need to get more information for folks so they can adhere to the guidelines.

Councilor Devine said instead of us taking the responsibility of posting allowed capacities in stores we can suggest to require the stores to post it themselves based on the guidelines given. If they want to stay open, they can require the stores to post signs with the regulations and allowed capacity.

PUBLIC COMMENTS

Mr. Ryan Orr, City of Columbia resident asked for clarification on the expiration date of the stay home, stay safe ordinance.

Mayor Benjamin said the ordinance was authorized for 14 days from the day it was passed. That will be two weeks ago today. In order for our citizens to adjust we delayed the enforcement. The ordinance will expire today.

EXECUTIVE SESSION

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

Legal advice pertaining to COVID-19 and City operations



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, APRIL 9, 2020**

ADJOURNMENT

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 4:58 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk

DRAFT

Attachment: MN_04_09_2020 (5996 : Approval of Meeting Minutes)



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Columbia Police Department

FROM: *William Holbrook, Police Chief*

SUBJECT: Reflections on 21st Century Policing - Mr. William H. “Skip” Holbrook, Chief of Police for the Columbia Police Department

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-068 Adopting City of Columbia Use of Force Policy

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-068 adopt Use of Force Policy (PDF)

RESOLUTION NO.: R-2020-068*Adopting City of Columbia Use of Force Policy*

BE IT RESOLVED this ____ day of _____, 20 that the Mayor and City Council of the City of Columbia, South Carolina hereby adopt as official City policy the Use of Force Policy attached hereto. This policy replaces and supersedes all previous use of force policies of the City or its departments.

Requested by:

William H. Holbrook, Chief of Police

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney/
Police Advisor

City Clerk

Introduced:

Final Reading:



COLUMBIA POLICE DEPARTMENT

"Policing Excellence through Community Partnerships"

Directive Type: General Order	Effective Date: 11.21.2017	General Order Number: 01.02 Council Resolution: R-2017-119
Subject: Use of Force		
Amends/Supersedes: Section 01, Chapter 02, Response to Resistance, 2016	Chief of Police: 	
Distribution: All Personnel	Review Date: July 1	# of Pages: 16

CITY OF COLUMBIA USE OF FORCE POLICY

1.0 POLICY

The City of Columbia recognizes and respects the value and sanctity of each human life and therefore, emphasizes the importance of treating all persons with dignity and respect.

Vesting officers with the lawful authority to use force to protect the public welfare requires a careful balancing of all human interests. Therefore, it is the policy of the City that officers will only use the minimum amount of force necessary to accomplish lawful objectives.

The use of any level of force carries the responsibility to render appropriate medical aid if needed.

Officers have a duty to intervene to prevent another officer who is about to use excessive or unnecessary force or engage in other misconduct.

Incidents of Use of Force (UOF) situations will be documented by the use of an UOF Report or UOF Packet.

Use of Force incidents that result in serious physical injury, death, or extensive property damage have the potential to result in increased public and municipal risk. Supervisors shall utilize the chain of command to immediately notify the Chief of Police of these types of incidents. The Chief of Police is responsible for notifying the officer's department head if the officer is not an employee of the Police Department.

2.0 TERMS

Backup weapon: A personally-owned handgun, approved by the Department, to be concealed while the police officer is on duty and serves as a supplement to the service weapon.

Carotid artery hold (“sleeper hold or “v” hold): any technique which is applied to an effort to control or disable a person by applying pressure or force to the carotid artery or the jugular vein or the sides of the neck with the intent or purpose of controlling a person’s movement by constricting the flow of blood to and from the brain

Choke hold: A physical maneuver that restricts an individual’s ability to breathe for the purposes of incapacitation.

Deadly Force: Physical force that carries a substantial risk of causing serious physical injury or death.

Duty to Intervene: Officers have a duty to intervene to prevent another officer who is about to use excessive or unnecessary force or engage in other misconduct.

Injury: Damage or harm to a person that may be visualized.

Lethal Weapon: A weapon or instrument whose use is likely to cause serious physical injury or death.

Less-than-lethal Force: Physical force that carries a minimal likelihood of causing serious physical injury or death.

Less-than-lethal Weapon: A weapon used to control a suspect’s resistance through the application of strikes, blocking techniques, chemical agents or electronic control devices that carry a minimal likelihood of causing serious physical injury or death.

MFF – Refers to the CPD Mobile Field Force, a specialized, highly trained unit of selected Columbia Police Officers deployed at the direction of the Chief of Police in circumstances of civil unrest or critical incidents.

Off-Duty weapon: A service weapon, backup weapon, or other personally-owned handgun, that has been approved by the Department, to be carried in accordance with S. C. Code § 16-23-20 and the Law Enforcement Officer’s Safety Act of 2004 18 U. S. C. §926 while the police officer is off-duty.

Officer: For the purpose of this policy, an officer is any employee of the City of Columbia that is authorized by the City to carry a less-than-lethal weapon as part of their duties. This includes all City of Columbia police officers as defined above, Community Safety Officers, and Park Rangers.

Police Officer: For the purpose of this policy, a police officer is any employee of the City of Columbia that is a sworn law enforcement officer, duly certified by South Carolina Law Enforcement Training Council according to S. C. Code §23-23-40. This includes Class I and class III officers of the Columbia

Police Department, City of Columbia Municipal Court, and the Columbia Fire Department as well as duly appointed State Constables acting in support of the Department.

Reasonable belief can be described as the facts or circumstances the officer knows, that are such as to cause an ordinary and prudent person to act or think in a similar way under similar circumstances. For the purposes of this Policy, the term “reasonably” shall mean “having a reasonable belief”.

Reported injury: Articulated claim of damage or harm to a person that may or may not be visualized.

Serious physical injury: Any bodily injury that creates a substantial risk of death, causes serious permanent physical disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Service weapon: A handgun, issued by the Department, which is the police officer's primary sidearm.

Use of Force (UOF) Packet: The Use of Force (UOF) Packet consists of a Cover Sheet, Summary and Recommendation Sheet, Use of Force Packet form, Use of Force Report form - Firearm Supplement Sheet (Complete only if the officer discharges a firearm), Officer Statements, Incident Reports, Booking Reports, Uniform Traffic Tickets, Hurt on Duty Forms, relevant photographs, data download disc, and any other documentation pertaining to an incident involving the Use of Force will be compiled into a Use of Force Packet.

Use of Force (UOF) Report: The Use of Force (UOF) Report consists of the UOF cover sheet and incident report. Officers’ are required to document Use of Force occurrences that do not require the completion of a Use of Force Packet by virtue of being the display of lethal or non-lethal weapons for the purpose of gaining compliance.

Weaponless Force: Empty hand control techniques, such as the use of pressure points, joint locks, takedowns, punches, and kicks, etc.

3.0 INSPECTION AND APPROVAL OF WEAPONS

3.1 Department Issued Weapons

Prior to issue, an armorer shall inspect and test-fire all firearms to ensure that each weapon is certified as functional and serviceable. Any firearm deemed unsafe will be removed from service and either repaired or retired. Only firearms approved by the armorer will be eligible to be issued or re-issued. The departmental armorer will maintain a record of all firearms testing, servicing, and repair.

All lethal and less-than-lethal weapons shall be inspected and approved for use by an armorer or certified weapons instructor during weapons training classes.

3.2 Department Approved Weapons

All personally-owned Department approved weapons (backup and off-duty firearms) shall

be inspected and approved for use by an armorer or certified weapons instructor prior to weapons training classes.

4.0 WEAPONS TRAINING

All Use of Force training and weapons proficiency training/testing will only be conducted by certified weapons or tactics instructors.

The Police Department Training Unit will maintain records of all training, retraining, and proficiency testing.

4.1 Initial Certification

Officers must complete the following steps **prior** to being authorized to carry a lethal and/or less-than-lethal weapons:

- Receive and sign for a copy of the City of Columbia Use of Force Policy (disc or hard copy)
- Receive instruction on the City of Columbia Use of Force Policy
- Pass the written Use of Force test
- Demonstrate proficiency in the use of all authorized weapons

4.2 Annual Weapons Training/Re-certification

All officers are required to attend training, demonstrate proficiency with all approved lethal and/or less-than-lethal weapons, and review the City of Columbia Use of Force Policy at least annually.

4.3 Light Duty Restrictions

Officers on light duty status MAY carry department-issued weapons providing that their injuries do not prohibit the proper use of the weapon. Officers on light duty status MAY NOT perform uniformed duties.

Training Restrictions for Employees on Light Duty Status

Those officers unable to qualify due to light duty status at the time of annual training must qualify with all Department issued lethal weapons, Department approved lethal weapons, and/or less-than-lethal weapons prior to returning to their full duty assignment.

5.0 USE OF DEADLY FORCE

The application of deadly force is a measure to be employed only in the most extreme circumstances if other lesser means of force have failed or could not be reasonably employed under the totality of the circumstances.

A police officer may use deadly force only when:

- *He/she believes the force is objectively reasonable under the totality of the circumstances or that such force is necessary to protect him/her or others from the imminent danger of serious physical injury or death.*

OR

- *To prevent the escape of a fleeing felon who the police officer reasonably believes based upon the totality of the circumstances is attempting to escape by means of a deadly weapon or who, by conduct or other means, indicates that he presents an imminent threat of serious physical injury or death to others unless apprehended without delay.*

5.1 Carotid artery holds and choke holds are prohibited unless deadly force is authorized.

5.2 Firearms will not be discharged:

- As a warning shot.
- When circumstances indicate that discharging a firearm would endanger the safety of an innocent person.
- From a moving vehicle.
- At a moving vehicle, unless deadly force is being used against the officer or another person and the officer reasonably believes that no other option is available. Discharging a firearm in this circumstance is never authorized when:
 - It is reasonable to believe that the vehicle may contain an innocent passenger; or,
 - It is reasonably apparent that the vehicle may careen out of control and injure an innocent bystander.

When confronted with an oncoming vehicle, an officer will not position him or herself into the path of the vehicle, but will take all reasonable steps to move out of the way.

6.0 LETHAL WEAPONS

POLICE OFFICERS WILL ONLY POSSESS AND USE DEPARTMENT ISSUED FIREARMS AND AMMUNITION/DEPARTMENT APPROVED BACKUP WEAPON AND AMMUNITION WHILE ON DUTY.

THE POSSESSION OF ANY OTHER LETHAL WEAPON BY POLICE OFFICERS WHILE ON-DUTY IS PROHIBITED.

COMMUNITY SAFETY OFFICERS AND PARK RANGERS ARE PROHIBITED FROM CARRYING FIREARMS OR ANY OTHER LETHAL WEAPON WHILE ON-DUTY.

6.1 Service Weapon

Sworn law enforcement officers employed by the Columbia Police Department, Columbia

Fire Department and City of Columbia Municipal Court will be issued a semi-automatic pistol and factory loaded, jacketed hollow point ammunition. Additional weapons may be utilized by designated personnel as authorized by the Chief of Police.

Police officers are not required to, but may carry their issued service weapon as an off-duty weapon.

6.2 Shotguns

Police vehicles may be equipped with a 12-gauge shotgun. Shotguns will be secured in the vehicle's shotgun rack with the safety in the "on" position, hammer down, and four (4) rounds of "00" reduced-recoil buckshot in the magazine. The chamber will remain empty when not in use. Police vehicles will also be equipped with five (5) rounds of 2 1/2 inch hollow point rifled slugs.

If a police vehicle containing a shotgun is taken out of service for any reason, the shotgun and ammunition will be transferred to a replacement vehicle or stored securely and maintained by the shift supervisor.

6.3 Patrol Rifles

Police officers may be issued a semi-automatic .223 caliber patrol rifle, magazines, and forty (40) rounds of .223 Remington, 55 grain, jacketed hollow point ammunition. The weapon will be secured in the trunk of the vehicle with the selector switch in the "safe" position. The chamber will remain empty when not in use.

6.4 Backup Weapons

Only those Police officers completing the backup weapon approval process and successfully completing the Columbia Police Department Training Unit's Backup Weapon qualification course shall be authorized to carry a backup weapon while on-duty.

Backup weapons shall be secondary to the police officer's department-issued service weapon and shall only be utilized in exigent circumstances.

Backup weapons shall be restricted to a pistol or revolver between .380 caliber and .45 caliber; hold at least 5 rounds; and have a barrel no longer than 4 inches. Police officers are authorized to carry one (1) magazine or speed loader for purpose of reloading their backup weapon.

Officers will be allowed to designate no more than two weapons for the purpose of serving as

backup weapons. Officers will carry only one back up weapon while on duty or in an extra duty capacity. Should an officer want or need to change the designated backup weapon for any reason, the Columbia Police Department Training Unit must be notified and the officer must complete the entire backup weapon approval process with a new weapon.

Backup weapons must be concealed while on-duty. The weapon shall only be carried on your person and in a physical location approved by the Training Unit.

Police officers are not required to carry a backup weapon while on duty. Police officers are not required to, but may request approval to carry their authorized backup weapon as an off-duty weapon.

6.5 Carrying of Off-Duty Handguns

Police officers are not required to carry a firearm while off duty. Off-duty police officers may carry their City-issued handgun or seek approval to carry their authorized backup weapon or other authorized personally-owned handgun in accordance with S. C. Code §16-23-20 and the Law Enforcement Officer's Safety Act of 2004 18 U. S. C. §926. Police officers must procure the proper firearms qualification documentation from the Police Department Training Unit prior to carrying a weapon under the provisions of the Law Enforcement Officer's Safety Act of 2004.

The carrying of all off-duty handguns is subject to the following regulations:

- Police officers are required to have their City-issued identification, badge, Police Department credentials, and driver's license in their possession at all times.
- The handgun must be carried in a safe and prudent manner.
- The handgun shall be concealed at all times.
- Police officers are prohibited from carrying an off-duty firearm while consuming or after consuming alcoholic beverages.
- Police officers are required to qualify annually with each handgun approved for off-duty carry.

6.6 Approval Process for Personally Owned Backup/Off-Duty Handguns

Police officers must qualify with any personally owned handgun before receiving authorization to carry it as a backup weapon or as an off-duty weapon.

The following steps must be completed prior to being allowed to qualify:

1. Submit a completed a Backup/Off-duty Firearm Authorization form to the Police Department Training Unit. (Including NCIC records check of the handgun and approval from the police officer's division head). The NCIC check and approval of the Division Head are not required for subsequent annual qualifications.
2. Present the handgun, holster, and ammunition for inspection/approval by a department armorer or SCCJA certified weapons instructor prior to the time of weapon qualification.
3. Successfully complete the backup and/or off-duty handgun qualification course.

6.7 Personally-Owned Backup and Off-Duty Weapon Restrictions

- A pistol or revolver between .380 caliber and .45 caliber that holds at least five rounds.
Backup weapons are restricted to a maximum barrel length of 4 inches. Off-duty weapons may exceed a barrel length of 4 inches but must be concealable.
- Only factory loaded and commercially produced ammunition will be authorized.

No magnum ammunition will be permitted.

6.8 Personally-Owned Backup and Off Duty Weapon Records

The Police Department Training Unit shall keep a record of each authorized backup weapon and all approved off-duty weapons. Records shall include: make, model, and the serial number of the weapon; holster type; ammunition specifications; method of carry, and the qualification information of the police officer.

6.9 Firearms Qualification

At least annually, police officers are required to demonstrate proficiency with each Department-issued and all Department-authorized personally-owned firearms. A passing score with each weapon will be required for qualification. All firearms qualification courses will be monitored by a certified Firearms Instructor.

All police officers are required to attend a training class conducted in conjunction with the annual Firearms Qualification Training. The class will review the City of Columbia Use of Force Policy governing weapons and the Use of Force. Each police officer will be required to pass a written Use of Force test.

6.10 Failure to Maintain Proficiency with Issued Service Weapon

Police officers failing to demonstrate proficiency during their first attempt handgun qualification will be allowed a second attempt to qualify during the training session. Police officers who fail to demonstrate proficiency after their second attempt will be immediately placed on administrative duty until they can be scheduled to attend a mandatory 8-hour remedial training session.

Officers on administrative duty as a result of failing to demonstrate proficiency shall not wear a uniform, carry a weapon (to include back-up or off duty firearms), operate a City vehicle or engage in Special Duty assignments.

Police officers failing to demonstrate proficiency after the 8-hour remedial session must surrender their weapon to the training supervisor at the range. The police officer will be assigned to the Training Unit for a period not to exceed 40 hours. During this period, they will receive additional remedial training from a certified Firearms Instructor.

If proficiency cannot be demonstrated at the completion of the full 40 hours, the police officer's Division head will be notified to determine the appropriate course of action, up to and including termination of employment.

Police officers, required to attend any level of remedial firearms training, may request to attend firearms practice prior to the next annual Firearms Qualification Training course.

6.11 Failure to Maintain Proficiency with Other Authorized Firearms

- Shotguns – All sworn personnel are required to attempt to qualify with a shotgun.

Police officers, who fail to maintain shotgun proficiency as evidenced by the demonstrated inability to meet the established qualification requirements, will not be authorized to operate a police vehicle that contains a shotgun. Prior to beginning each shift, police officers shall be required to notify the shift supervisor to remove the weapon from any vehicle they are assigned to drive. Shotguns removed from a police vehicle will be securely stored and maintained by the shift supervisor.

Police officers must successfully complete shotgun qualification prior to being authorized to utilize a shotgun. Any police officer who has failed to qualify and fails to notify their supervisor to remove the shotgun from a police vehicle prior to their shift will be subject to a written reprimand for the first offense. A second offense will be subject to two (2) to five (5) days suspension.

- Personally-Owned Backup And Off Duty Weapons- Police officers, who fail to maintain proficiency with their personally-owned weapon as evidenced by the demonstrated inability to meet the established qualification requirements, shall have their authorization to carry that weapon revoked.

No remedial training will be offered for personally-owned handguns. Police officers must reinitiate and complete the approval process for personally-owned off-duty handguns.

6.12 Servicing of Firearms

Police officers are responsible for routine maintenance and cleaning of all Department-issued and Department-authorized firearms.

Issued firearms requiring service must be delivered to the Police Department Equipment/Supply Unit with a written description of the problem. The firearm will then be turned over to an armorer for repair. **Under no circumstances will any police officer modify or allow a Department-issued firearm to be modified.**

Police officers are responsible for all repairs to personally-owned backup and off-duty weapons.

6.13 Storage of Firearms/Weapons While Off-Duty

Police officers are responsible for the safe and proper storage of all department issued firearms and approved backup/off-duty weapons as well as less-than lethal weapons issued by the department. Police officers should use a secure storage method to ensure that weapons are not accessible to unauthorized users.

Department-issued firearms may not be used or handled by anyone other than the police officer to whom the weapon is issued. Police officers may be permitted to use another police officer's weapon only during authorized training activities or under exigent circumstances.

6.14 Storage of Firearms within the Department

Firearms stored in the Police Headquarters building shall be secured in the Armory. Firearms stored in other City of Columbia facilities shall be secured in locked gun cabinets.

7.0 USE OF LESS-THAN-LETHAL FORCE

In situations where deadly force is not justified, police officers will evaluate the totality of the circumstances in order to determine which approved weaponless control techniques and/or less-than-lethal weapons may most reasonably de-escalate the incident and bring the situation under control in a safe manner.

Police officers are authorized to use less-than-lethal techniques and/or weapons to:

- Protect themselves or others from physical harm.

- Restrain or subdue a resistant individual.
- Bring an unlawful situation safely and effectively under control.

Community Safety Officers and Park Rangers are authorized to use less-than-lethal force only to protect themselves from harm.

8.0 LESS-THAN-LETHAL WEAPONS

Police officers are authorized to use approved less-than-lethal force techniques and City-issued less-than-lethal weapons when such use is reasonable and necessary. Police officers should assess the situation to determine what technique or weapon will most effectively de-escalate the incident, while using the minimum amount of force necessary to do so.

Less-than-lethal weapons may be used only when a police officer has a reasonable belief that empty-hand control is or would be ineffective, and/or the subject has signaled his intention to actively resist the police officer's efforts to make the arrest.

Police officers **WILL NOT** use less-than-lethal weapons to force compliance from a person who is passively resisting arrest.

Community Safety Officers and Park Rangers may be issued oleoresin capicum spray for self-defense purposes only.

ONLY CITY-ISSUED LESS-THAN-LETHAL WEAPONS MAY BE POSSESSED AND/OR USED WHILE ON DUTY.

THE POSSESSION AND/OR USE OF ANY OTHER LESS-THAN-LETHAL WEAPONS IS PROHIBITED.

8.1 Electronic Control Device

Police officers may be issued an Electronic Control Device (ECD) with two issued 21 foot cartridges. The electrical circuit that is generated by an ECD affects the central nervous system, which causes the loss of muscular control. ECDs may be deployed using the compressed-nitrogen powered probe cartridge or in a drive stun direct contact mode. This exposure to the pulsed energy usually results in the subject falling to the ground during the ECD energy cycle.

Use of ECDs

ECDs may be used to restrain violent individuals where alternative restraint tactics fail or are reasonably likely to fail and/or where it would be unsafe for officers to approach a subject to apply restraints. The ECD is not intended to be a substitute for other less-than lethal force options. The decision to use an ECD will rest with the police officer authorized to use the weapon but may be overridden by an on-scene supervisor. However, the decision by a police officer not to use an ECD shall not be overridden. **A supervisor and EMS will be called to the scene of any use of an ECD.**

- Police officers will use an initial 5-second energy burst in an attempt to gain compliance.
- Police officers will re-evaluate the suspect's level of resistance after the initial 5-second energy burst and may then use additional 5-second cycles to gain

compliance if necessary.

- Police officers must be mindful that multiple activations increase the risk of death or injury to the suspect.
- **Once the subject has ceased to resist or has been restrained, the additional use of the ECD is NOT justified.**

ECD Prohibitions

- Police officers **WILL NOT** use an ECD in deadly force situations unless another police officer is present to use deadly force if needed.
- Police officers **WILL NOT** use an ECD in the proximity of flammable liquids, gases, or any other highly combustible materials which may be ignited by sparks. This includes the use of an ECD upon any individual who may have been exposed to combustible substances or liquids such as gasoline.
- Police officers **WILL NOT** use an ECD in the presence of chemical agents (OC spray, Mace or tear gasetc.) unless there is a certainty that the chemical agent does not contain any flammable components.
- Police officers **WILL NOT** pull the ECD trigger continuously to create extended energy bursts.
- ECDs **WILL NOT** be used to force compliance from a suspect who is passively resisting.
- ECDs **WILL NOT** be used at distances greater than is recommended by the manufacturer of the cartridge.
- ECDs **WILL NOT** be utilized if the police officer determines that the location of the subject is such that the loss of muscular control and subsequent fall is likely to result in serious physical injury or death.
- ECDs **WILL NOT** be used on persons who are elderly, medically/mentally challenged or a young child unless they have a weapon and/or have the ability to do serious bodily harm to the police officer or others.
- ECDs **WILL NOT** be used on persons who are known to be pregnant or are visibly frail unless they have a weapon and/or have the ability to do serious bodily harm to the police officer or others.
- ECDs **WILL NOT** be aimed at the eyes, face, neck, or genital areas.
- ECDs **WILL NOT** be used on a suspect who is in control of a vehicle that is moving or in gear.

Removal of ECD Probes and Medical Treatment

Certified ECD Officers may remove probes as prescribed by the manufacturer's recommendations. Officers will ensure that subject control has been established by way of handcuffing and utilize an additional officer for back up prior to probe removal.

Probes attached to any area of a subject's head, neck, groin, and breast or embedded broken probes tips in any area of the body will require medical treatment and shall not be removed by officers. All of these circumstances will be reported to EMS and documented on the Use of Force Packet.

Upon the removal of the probes, officers will inspect the probe to insure that the needle tip is intact and has not been broken off. If the probe has been compromised, officers will search the immediate area in an attempt to locate the broken needle tip. **All ECD probes as well as any recovered broken tips will be treated as a biohazard and secured with the used cartridge in accordance with the manufacturers' instructions.**

ECD wounds shall be photographed (documentation must be provided if photographs are not possible). If practical, photographs will be taken prior to the removal of ECD probes. The on-scene supervisor may request that Crime Scene Investigation take photographs following the removal of the probes.

Replacement of ECD Cartridges

All ECD cartridges shall be maintained in an operable state. The police officer to whom the ECD cartridge has been issued is responsible for requesting the replacement of damaged, inoperable, and/or used ECD cartridges.

Damaged or inoperable ECD air cartridges will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement ECD air cartridges will be issued through the internal requisition process.

Electronic Control Device Inspections

Random inspections will be conducted and documented at least annually by an ECD Instructor to ensure proper function of the weapons.

Servicing Electronic Control Devices

ECDs that need to be serviced will be submitted to the Police Department Equipment/Supply Unit with a written description of the problem. The ECD will then be turned over to an ECD Instructor for evaluation. Any ECD found to be operating improperly will be repaired or returned to the manufacturer.

Electronic Control Device Training and Annual Re-certification

Prior to being authorized to carry an ECD, police officers must successfully complete initial classroom instruction. Classroom and performance re-certification is required annually.

Electronic Control Device Remedial Training

Police Officers failing to successfully complete recertification shall be required to return their ECD to the Police Department Equipment/Supply unit immediately. The police officer will have the option of attending a scheduled ECD initial training class.

Police officers must successfully complete the training prior to being re-issued an ECD.

8.2 Oleoresin Capsicum (OC) Spray and Chlorobenzalmalononitrile (CS) Spray

(a) Oleoresin Capsicum (OC) Spray

Officers may be issued 10% aerosol oleoresin capsicum (OC) spray. OC Spray is a food-grade organic substance that, when used as a weapon, causes localized topical heat, redness, inflammation, and pain to all exposed skin and tissues.

OC spray is not an absolute; officers must be prepared to utilize alternative techniques or weapons in order to de-escalate the incident and bring the situation safely under control. The use of OC spray shall be guided by the following:

- OC spray will not be deployed at distances less than two feet or more than twelve feet (excluding tactical applications).
- Deploying OC spray should be avoided when infants, children under seven years of age, or elderly persons are in close proximity.
- OC spray shall not be used on a subject who has ceased to actively resist or is fleeing on foot.
- **Once the subject is incapacitated or restrained, the use of OC spray is no longer justified.**
- Decontamination/medical assistance must be rendered as soon as the threat of injury to officers or others has been resolved.

OC Spray Decontamination

Assistance will be rendered to any individual exposed to OC spray. EMS will be requested to decontaminate anyone who feels an effect from OC spray exposure.

Suspects exposed to OC spray that are taken into custody must be decontaminated by EMS prior to being transported to the Alvin S. Glen Detention Center. Officers will advise Detention Center personnel that the subject has been exposed to OC spray.

OC Spray Canister Disposal and Replacement

All OC spray canisters shall be maintained in an operable and charged state. The officer to whom the OC spray has been issued is responsible for requesting the replacement of damaged, inoperable, and/or empty OC canisters.

Damaged, inoperable, and/or empty OC spray canisters will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement OC spray canisters will be issued through the internal requisition process.

Incidents of malfunction and/or inoperable OC spray canisters will be reported to the officer's immediate supervisor as soon as possible. The immediate supervisor shall forward a report through the chain of command. A copy of this report will be forwarded to the Police Department Training Unit for a review of product reliability and/or training needs.

OC Spray Training and Annual Re-certification

Prior to being authorized to carry OC spray, officers must successfully complete initial classroom instruction, including direct OC spray exposure, and decontamination. Classroom re-certification is required annually.

OC Spray Remedial Training

Officers failing to successfully complete recertification shall be required to return their OC spray to the Police Department Equipment/Supply unit immediately. The officer will have the option of attending a scheduled OC spray initial training class (direct OC spray exposure will not be required).

Officers must successfully complete the training prior to being re-issued OC spray.

(b) Chlorobenzalmalononitrile (CS) Spray

Officers will only utilize CS under the following conditions:

The Officer is authorized and trained in the use of CS pursuant to qualification on the Mobile Field Force

The Mobile Field Force has been activated by order of the Chief of Police or his designee. The Officer follows all of the procedures and guidelines for the civil unrest disbursal pursuant to the Mobile Field Force.

8.3 Expandable Baton

Police officers may be issued a twenty-six inch expandable baton for use as an impact weapon.

- Primary striking points are the nerve motor points on the legs and arms.
- Secondary striking points are the joints and bone surfaces.
- **Once the subject has ceased to resist or has been restrained, additional strikes are NOT justified.**

If a subject upon whom an expandable baton was used requests medical assistance, complains of excessive pain, or is unable to move or bear weight on an extremity, the police officer shall request EMS evaluate the subject.

Damaged or inoperable expandable batons will be returned to the Police Department Equipment/Supply Unit for disposal. Replacement expandable batons will be issued through the internal requisition process.

Expandable Baton Training and Annual Re-certification

Prior to being authorized to carry an expandable baton, police officers must successfully complete initial classroom instruction and proficiency-based testing that demonstrates the principles outlined as departmental approved techniques. Classroom and performance re-certification is required annually.

Expandable Baton Remedial Training

Police officers failing to demonstrate proficiency will immediately be placed on administrative duty until they can be schedule to attend a mandatory 5-hour remedial training session.

If proficiency cannot be demonstrated at the completion of the 5-hour remedial training course, the police officer's department head will be notified to determine the appropriate course of action, up to and including termination of employment.

8.4 Less Lethal Shotgun/Impact Munitions

- A. Only MFF team members who have successfully completed an approved training course shall be certified and authorized to deploy impact munitions.
- B. **Specialty Impact Less-Lethal Weapons which may not be used for crowd dispersal:**
- C. Any and all less lethal specialty impact weapon designed to be skip fired or otherwise deployed in a non-directional non target specific manner, shall not be used at all during demonstrations or crowd events.
- D. Direct Fired Specialty Impact Less-Lethal Munitions (Bean Bags): Less lethal specialty impact weapons that are designed to be direct fired at a specific target ("Direct Fired SIM") including but not limited to flexible batons ("bean bags"), **shall not** be used for crowd management, crowd control or crowd dispersal during demonstrations or crowd events.
- E. Direct Fired SIM shall only be used against a specific individual who is engaging in conduct that poses an immediate threat of loss of life or serious bodily injury to themselves, officers or the general public when other means of arrest are unsafe, or who is engaging in substantial destruction of property which creates an imminent risk to the lives or safety of other persons, and when the individual can be targeted without endangering other crowd members or bystanders.
- F. Direct Fired SIM may never be used indiscriminately against a crowd or group of persons, even if some members of the crowd or group are violent or disruptive.
- G. No member shall use Direct Fired SIM without formal training.
- H. Direct Fired SIM shall not be used against a person who is under restraint.
- I. The use of Direct Fired SIM must cease when the violent or destructive actions cease. These weapons must not be used for the purpose of apprehension or to otherwise

prevent escape unless escape would present a substantial risk of continued imminent threat to loss of life or serious bodily injury.

- J. Members shall not discharge a Direct Fired SIM at a person's head, neck, throat, face, left armpit, spine, kidneys or groin unless deadly force would be justified.
- K. Members shall only deploy Direct Fired SIM during a demonstration or crowd event under the direction of a supervisor.
- L. When circumstances permit the supervisor on the scene shall make an attempt to accomplish the policing goal without the use of Specialty Impact Munitions as described above, and, if practical, an audible warning shall be given to the subject before deployment of the weapon.
- M. Any person struck by a round shall be transported to a hospital for observation and any necessary treatment.
- N. Less Lethal Shotguns will be equipped with a readily identifiable orange stock kit, **and will never be loaded with lethal shotgun ammunition.**
- O. **All less lethal shotgun ammunition will be verified to be less lethal ammunition by the squad leader prior to be issued to a grenadier and loaded into a less lethal shotgun.**
- P. A Use of Force Report shall be completed in all circumstances resulting in the use of Direct Fired SIM.

8.5 Canines

The use of specially trained police Canines to apprehend or secure suspects constitutes a real or implied Use of Force. In this as in other cases, Officers may only use that degree of force that reasonably appears necessary to apprehend or secure a suspect as governed by the department's Use of Force policy.

- Whenever a Canine is deployed for the purpose of gaining compliance or intimidation, to apprehend or secure suspects, the handler shall complete a Use of Force cover sheet.
- If the Canine is deployed and has bitten or scratched an individual or has alleged to have done so, whether or not in the line of duty, the handler shall perform the following:
 - 1) If no arrest is made, an offer **will** be made to summon EMS to the scene.
 - 2) If an arrest is made EMS **will** be summoned to the scene.
 - 3) The Officer shall take color photographs of the affected area, if possible, prior to

and following medical treatment.

4) Complete a Use of Force **Packet** detailing the event.

9.0 POSITIONAL ASPHYXIA PRECAUTIONS

In order to avoid asphyxiation, officers shall:

- Whenever possible, avoid tactics that may impede a subject's ability to breathe, result in chest or throat compressions, or airway blockage.
- Position the individual in a manner to allow free breathing once the subject has been controlled and placed under custodial restraint using handcuffs or other authorized methods.

Officers are prohibited from

- placing a person in a prone position (i.e. lying face down) for a prolonged period of time or during transport except during exigent circumstances.
- Employing unauthorized use of restraints while transporting a subject in a vehicle

10.0 REQUIREMENT TO RENDER MEDICAL AID

The use of lethal weapons, less-than-lethal weapons, and the use of weaponless force carries the responsibility to render appropriate medical aid to any injured party.

Any reported injury will be considered to be of sufficient gravity for the officer on the scene to summon EMS for the determination of appropriate medical care.

A supervisor will be called to the scene of all reported injuries. If EMS determines that a suspect requires transport to the emergency room, the supervisor will assign a police officer to accompany EMS. The assigned police officer shall remain with the suspect until released into custody by authorized medical personnel or until the police officer is properly relieved.

All wounds, injuries, or reported injuries shall be photographed and the photographs placed into evidence. Documentation must be provided if photographs are not possible.

11.0 USE OF FORCE REPORTING PROCESS

All uses of force by the Columbia Police Department shall be documented and reportable pursuant to written directives approved by the Chief of Police, in compliance with national standards such as the Commission on Accreditation of Law Enforcement and implemented by the Office of Professional Standards.

11.1 REFERRAL OF USE OF FORCE INCIDENTS RESULTING IN SERIOUS PHYSICAL INJURY OR DEATH TO SLED

Use of Force incidents resulting in serious physical injury or death shall immediately be referred to the State Law Enforcement Division (SLED) by the Chief of Police or his designee for investigation.

11.2 USE OF FORCE ANALYSIS

The Police Department's Professional Standards Division and the Training Unit will conduct an annual analysis of all Use of Force packets to determine if patterns or trends exist that could indicate training needs, equipment upgrades, and/or policy modifications. The results of the analysis will be forwarded to Chief of Police, who shall make the results public through an annual report to City Council.

11.3 "ADMINISTRATIVE DUTY STATUS"

To address the emotional needs of employees whose actions result in the serious bodily injury or death of another person, the employee will be placed on "Administrative Duty" status pending referral to the South Carolina Law Enforcement Assistance Program (SC LEAP) or another psychological service provider. Assignment to "Administrative Duty" status shall be non-disciplinary with no loss of pay or benefits.

Officers will remain on "Administrative Duty" status until determined "fit for duty" by the psychological service provider. Upon written confirmation of "fit for duty" status, the officer's department head will determine when the officer may be placed on administrative duty.

Officers will remain on administrative duty pending the results of an investigation of the incident. Upon the conclusion of that investigation, the Chief of Police will determine when the officer may return to normal duty.



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Council is asked to approve an Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Project Development, in an amount not to exceed \$55,000.00 for Fiscal Year 2019/2020. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Administration - City Manager- Special Contracts; 1011111-638300; Hospitality-Special Contracts; Special Contracts: 2124313-638300. The original budgeted amount was \$55,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- river alliance (PDF)

AGREEMENT

THIS AGREEMENT is made and entered into between the RIVER ALLIANCE ("the CONTRACTOR") and the CITY OF COLUMBIA, SOUTH CAROLINA ("City").

WITNESSETH:

WHEREAS, the City and the CONTRACTOR have a mutual desire to enter into a written agreement outlining the terms and conditions of their association;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City and the CONTRACTOR agree as follows:

- A. **RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR shall provide professional services to the CITY as approved by City Council on _____, 2020 and outlined in Exhibit "A" (attached) for FY 2019-2020.
- B. **RESPONSIBILITIES OF THE CITY:** The City will support the operations of the Contractor in a not-to exceed amount of \$55,000, payable upon receipt of invoices.
- C. **MISCELLANEOUS**
 1. Choice of Law. This Agreement shall be governed by, and construed according to the laws of the State of South Carolina.
 2. Heading for Reference. The headings contained herein are merely for reference and shall not control or modify the provisions of this Agreement.
 3. Term: This Agreement shall be effective upon final execution of both parties hereto but subject to final approval by City Council for the City of Columbia. This Agreement shall expire one (1) year from its effective date as established herein.
 4. Termination: This Agreement may be terminated by the City of Columbia at any time upon written notice thirty (30) days before the effective date of such termination. In the event of any such termination, the City shall not be obligated to fund any remaining payments outlined herein. The CONTRACTOR shall be entitled to retain any payments already made, regardless of the termination date. In the event of non-appropriation by City Council for the City of Columbia during any period outlined in this Agreement, this Agreement shall immediately terminate without recourse.
 5. Default: Should the City default under any of the terms or conditions outlined in this Agreement, the CONTRACTOR's sole remedy shall be cancellation of this Agreement and retention of any payments made as of the effective date of such termination. In the event of a breach by CONTRACTOR, the City shall be entitled to terminate this Agreement and shall be entitled to a refund of any payments made on a pro-rata basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year of the last signature herein below.

WITNESSES TO CONTRACTOR:

RIVER ALLIANCE

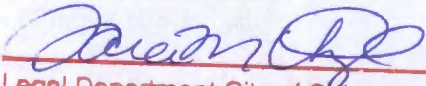
By: _____
Name: _____
Title: _____
Date: _____

WITNESSES TO CITY:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: Teresa B. Wilson
Title: City Manager
Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Attachment: river alliance (6008 : 2019-2020 River Alliance Agreement)

EXHIBIT A: River Alliance 2019-2020

The River Alliance accepts \$55,000, from City of Columbia for fiscal year 2019-2020. This will enable the River Alliance to do the following, within the scope of the 1995 Agreement of the River Alliance."

- Continue to advocate for the objectives of the Three Rivers Gateway system, connecting citizens to water and enhancing downtown development potential.
- Provide management for the Saluda Riverwalk as a high priority "Transportation Penny" project. Manage the construction and commissioning of Phase I. Manage the design, permitting, programming and construction of Phase II.
- Work with the City of West Columbia to plan the I-26 Saluda River Crossing and connect this project to the Saluda Riverwalk. Develop future connections.
- Manage the "Boyd Island" project as an addition to Columbia's Three Rivers Greenway. Confirm private funding. Coordinate with the City of Columbia, Richland County and the Saluda Riverwalk project.
- As requested, provide project management for the connection of Granby Park to Blossom Street as an addition to Columbia's Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for the connection of the Coble Plaza to Riverfront Park as an addition to Columbia's Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for additional parking on the Saluda Riverwalk as an addition to the Three Rivers Greenway with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management expertise for other Greenway additions.
- Protect existing and advocate for additional federal and state capital funding for the Three Rivers Greenway.
- Continue to manage the 12,000 Year History Project. Support the working group to oversee operations.
- Continue to expand national recognition for the Three Rivers Greenway through the U.S. Department of Interior "National Recreational Trails" and similar programs.
- Market existing river related activities as components of community enhancement and workforce recruitment.
- Work to enhance the safety of Greenway and river users, anticipating increased watercraft access along new projects.
- Work to attract development to opportunity areas along the Broad, Saluda and Congaree Rivers.
- Provide periodic status reports.



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Engineering Department

FROM: Dana Higgins, Director of Engineering

SUBJECT: Council is asked to approve reimbursement for the installation of a 24" storm drain from 701 Whaley Street to Pacific Park, as requested by Columbia Water. Award to Red Curb Investments, LLC in the amount of \$98,709.00. The vendor is located in Columbia, SC.

REQUISITION NO.: R205376

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Stormwater Special Contracts (5534202-638305)

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services, Planning Together

On October 22, 2018, the City of Columbia Engineering Department issued a Stormwater approval for the installation of a 24" storm drainage pipe at 701 Whaley Street. The city elected to pay the difference in construction cost for the 24" storm drainage pipe. This is an upgrade in pipe size for the benefit of the City's storm drainage system.

The Engineering Department received three quotes for the storm drainage work. We have evaluated the three quotes and elect to accept the lowest quote and allow AOS Specialty Contractors to install the pay difference items. The Director of Engineering recommends approval and payment of invoice.

ATTACHMENTS:

- 701 Whaley Phase 2 Notice to Proceed (PDF)
- 701 Whaley Phase 2 Pacific Park Release of Liens (PDF)
- 346-03 LAND DISTURBANCE 701 WHALEY PHASE II Plans (PDF)
- Quote for 701 Whaley St.Stormwater(1) (PDF)
- Quote for 701 Whaley St.Stormwater(2) (PDF)
- Quote for 701 Whaley St.Stormwater(3) (PDF)
- Invoice for Pacific Park Pay Difference (PDF)



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

NOTICE TO PROCEED

December 17, 2019

Project: 701 Whaley Phase 2
(LDP-2018-008)

Richard Burts
753 Saluda Avenue
Columbia, SC 29205

Dear Mr. Burts,

On October 22, 2018, the City of Columbia Engineering Department issued a Stormwater approval for the installation of a 24" storm drainage pipe at 701 Whaley Street. The city elected to pay the difference in construction cost for the 24" storm drainage pipe.

The Engineering Department received three quotes for the storm drainage work. We have evaluated the three quotes and elect to accept the lowest quote and allow AOS Specialty Contractors to install the pay difference items. Please accept this letter as a notice to proceed with the work.

After the work is completed, we request that the engineer submits Record Drawings. After the drawings are received, you can request reimbursement via a letter to the City Engineer along with your W-9. Please feel free to contact me with any further questions and/or concerns.

Best Regards,

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

Attachment: 701 Whaley Phase 2 Notice to Proceed (5993 : Storm Drain Reimbursement Pacific Park)



**Land Disturbance Plan Approval
Engineering Department – Stormwater Management
City of Columbia**

Richard Burts
753 Saluda Ave
Columbia, SC 29205

Delivered Via Email

Land Disturbance Plan Information	
Date of Approval	10/22/18
Project/Site Name	701 Whaley Phase 2
Project/Site Address or Intersection	701 Whaley street
Project/Site Tax Map Number(s)	R08913-12-10
Land Disturbance Plan (LDP) Number	LDP-2018-0008
City File Number	346-03
Disturbed Area	0.23 Acres
Increase in Impervious Area	0.65 Acres
Primary Permittee Contact Name	Richard Burts
Primary Permittee Contact Company	N/A
Primary Permittee Contact Mailing Address	753 Saluda Ave, Columbia SC 29205
Primary Permittee Contact Email	richardburts@gmail.com
SWPPP Preparer Name	Clay Cannon
SWPPP Preparer Company	RBtodd Consulting Engineers
SWPPP Preparer Mailing Address	7436 Broad River Rd. Site 212 Irmo, SC 29063
SWPPP Preparer Email	Clay@rbtodd.com

Sir or Madam:

The above-referenced project has received Land Disturbance approval by the City of Columbia (City) Engineering Department. This approval is one of several requirements that must be met to obtain a City Land Disturbance Permit. If not already completed, the following are the suggested next steps:

1. Land Disturbance Permit Issuance – This approval applies only to Engineering review for land disturbance approval. Many submittals require other departmental approvals (such as landscaping, zoning, water/sewer, etc). Most Land Disturbance Permit issuance originates from the City of Columbia's Development Center. For additional information or questions related to any requirements necessary to obtain a Land Disturbance Permit, please contact

the Development Center at developmentcenter@columbiasc.net or 803-545-3483.

2. Floodplain Requirements – While Land Disturbance and Floodplain requirements are closely related, the City conducts Land Disturbance review/approval separately from Floodplain review/approval. If the project is located within a Special Flood Hazard Area (SFHA), or may have any hydrologic/hydraulic relationship with an SFHA, the project may be subject to the requirements of the City Floodplain Ordinance. For information related to Floodplain requirements, contact the City Floodplain Manager, Ali Khan, at 803-545-3386 (office), lakhan@columbiasc.net.
3. DHEC Approval - If the project Disturbed Area exceeds 1 acre, a Stormwater NPDES Coverage letter will be issued by DHEC, Bureau of Water, Stormwater Permitting. A copy of this approval will be forwarded to DHEC by the City Engineering Department. DHEC requires a \$125 NPDES Coverage fee, which should be paid directly to DHEC.
4. Land Disturbance Pre-Construction Conference (Pre-Con) – Once DHEC Approval (if applicable) and City Land Disturbance Permit have been issued, a land disturbance Pre-Con must be held with City Stormwater personnel. Note that other Pre-Cons may be held with City or other personnel, but will not satisfy this requirement unless a City Stormwater representative was present at the Pre-Con. To schedule the Pre-Con, contact Daniel Kelly at 803-545-4001 (office), 803-231-0941 (cell), dakelley@columbiasc.net; or AJ Jessee at 803-545-3267 (office), 803-528-9552 (cell), alfred.jessee@columbiasc.gov.
5. Notification of Commencement of Land Disturbance – The City must be notified at least 48 hours prior to the beginning of Land Disturbance for the project. This notification may be directed to the contacts listed in #4 above, or may be given to the City Stormwater representative at the Pre-Con.
6. The proposed 24" storm drainage pipe must be installed from the catch basin on the West side of Wayne Street to the existing 24" storm drainage.
7. The City will pay the difference in construction cost for the 24" storm drainage pipe listed in #6 above to be installed.
8. The developer must receive bids (minimum 3) or pay difference items, both proposed and required, separately from proposals for the entire project. The letting of these bids shall conform to the following provisions:
 - a. The project will be approved for advertisement by the City.

b. The project will be advertised for a minimum of two weeks in both "The State" newspaper and "The Black News".

c. Proof of advertisement will be provided to the City prior to the bid opening.

d. The bids will be forwarded to the City's Department of Engineering to be opened jointly by the City and the Developer, as specified in the Advertisement for Bids, with the City Clerk and the Director of Engineering or his/her representative in attendance.

9. Prior to beginning construction, the unit bid prices received for pay difference items will be evaluated by the City. The City may elect to accept the low bid prices and allow the contractor to install the pay difference items or disapprove all proposals and install the storm drainage line itself. Should the City elect to install the storm drainage line, the developer must pay the City the entire cost of construction of the proposed 24" storm drainage line as computed from the low bid prices received.

This project has been granted coverage for land disturbing activity based on the information presented on the Notice of Intent (NOI) and pursuant to the NPDES Storm Water Phase I Permit SCS790001 (City of Columbia MS4).

It is the responsibility of the Permittee to ensure that the contractor for this project complies with the approved site plan and minimum requirements of the MS4 Permit and City ordinances, which includes compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act) and the Pollution Control Act (PCA).

If the Disturbed Area is equal to or greater than one acre, the project must comply with all applicable requirements of the DHEC Construction General Permit. Please pay particular attention to the requirements for inspections, as well as maintenance of onsite project documentation.

Unless exempted due to Expedited Review approval, all sites are subject to a \$50 monthly inspection fee, in accordance with the City Stormwater Ordinance.

Upon proper stabilization of the site, the Notice of Termination (NOT) process may be initiated by the Permittee. To initiate this process, provide all applicable documentation as listed in the Land Disturbance Checklist. Once all NOT requirements are met, the City Engineering Department will approve closure of the Land Disturbance Permit.

If you have any questions or comments, please contact the undersigned.

Sincerely,




AJ Jessee, CSPR
Stormwater Plan Reviewer
Columbia Water
Engineering

PO Box 147 | Columbia, SC 29217
1136 Washington Street
Columbia, SC 29201

ajjessee@ColumbiaSC.Net

Office: (803) 545-3267

Cell: (803) 528-9552

Fax: (803) 988-8199

ColumbiaSCWater.Net

ColumbiaSC.Net

Cc: Clayton w. Cannon, P.E., RBtodd consulting Engineers, Clay@rbtodd.com
Regulatory File

Attachment: 701 Whaley Phase 2 Notice to Proceed (5993 : Storm Drain Reimbursement Pacific Park)

6.3.10

Form No. 3

4/20, 2020

LIEN WAIVER FORM

TO WHOM IT MAY CONCERN:

The undersigned in consideration of 98,709.⁰⁰ and other valuable consideration, the receipt whereof is hereby acknowledged, and in order to induce the City of Columbia to accept a deed to the property herein described do hereby waive and release to the owners of said property and the said The City of Columbia of any and all liens or right to liens upon said property of upon the improvements, now or hereafter thereon, or upon the monies or right to liens being on account of labor or services, material, fixtures or apparatus heretofore furnished or to be furnished at any time thereafter by the undersigned.

The property subject to said liens or right to liens is hereby released and is described as follows: (Enter name of project including phase designation if appropriate.)

Pacific Park Storm water line

Signed and sealed this 20th day of April, 20 20.

By:

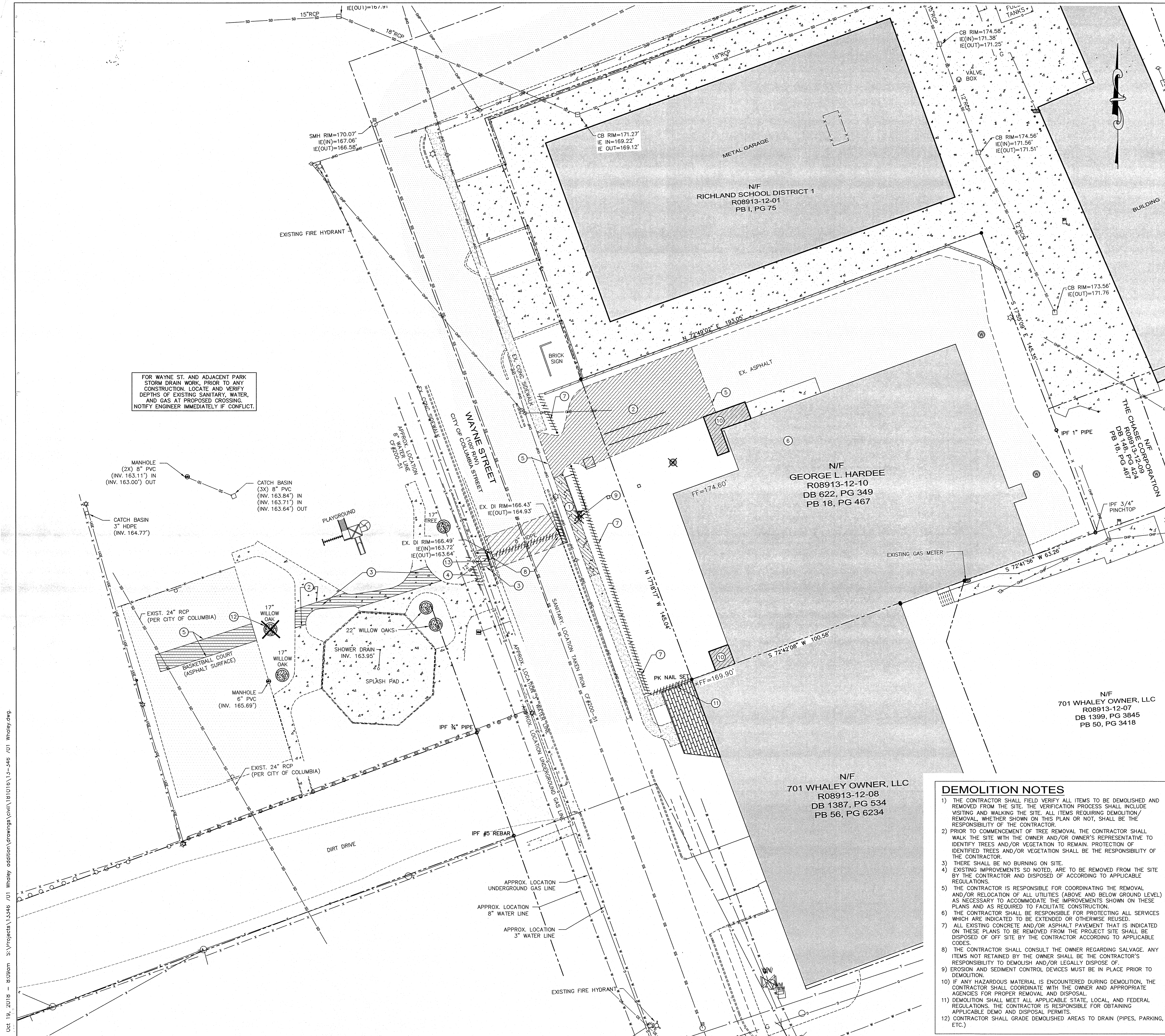
Jane Plante

Vice President

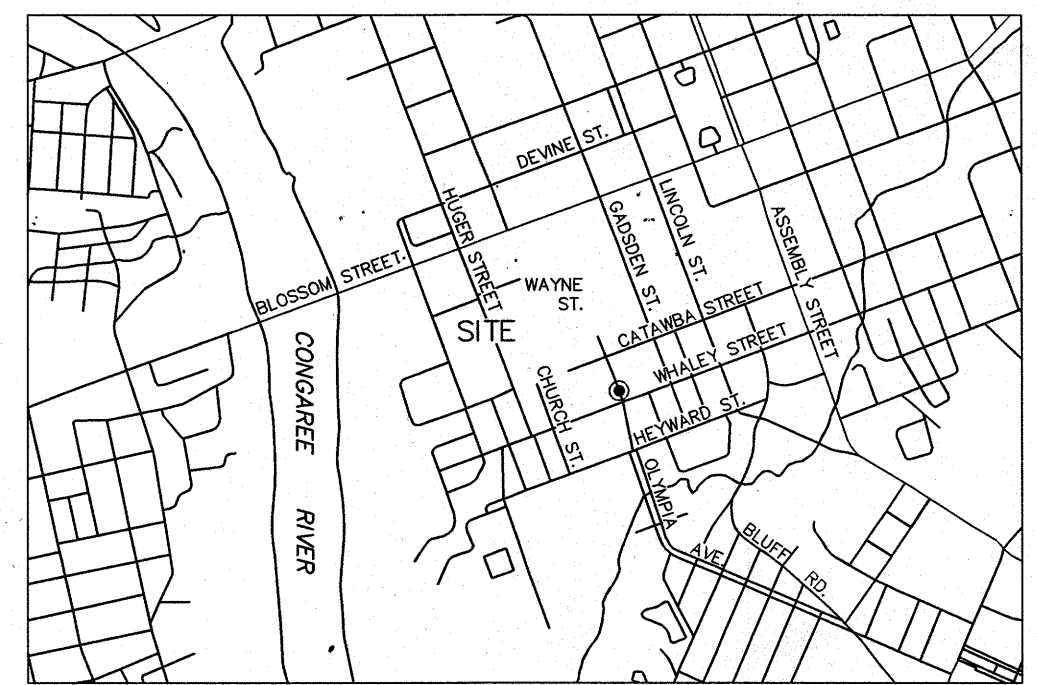
Title

pr295

Oct 19, 2018 - 8:09pm S:\Projects\1346 701 Whaley addition\Drawings\DWG\181016\13-46 701 Whaley.dwg



FOR WAYNE ST. AND ADJACENT PARK STORM DRAIN WORK, PRIOR TO ANY CONSTRUCTION, LOCATE AND VERIFY DEPTHS OF EXISTING SANITARY, WATER, AND GAS AT PROPOSED CROSSING. NOTIFY ENGINEER IMMEDIATELY IF CONFLICT.



VICINITY MAP

LEGEND		
DEMOLITION	EXISTING	DESCRIPTION
N/A		BENCHMARK/CONTROL POINT
N/A		PROPERTY LINE
N/A		BUILDING
N/A		LIGHT POLE
N/A		TREE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
N/A		CONTOUR
N/A		SPOT ELEVATION
		CHAIN LINK FENCE
N/A		WATER VALVE
N/A		WATER METER
		OVERHEAD ELECTRIC LINE
N/A		SANITARY SEWER LINE w/MANHOLE
N/A		GAS LINE
N/A		STORM DRAIN LINE w/STRUCTURE
		KEY NOTE REFERENCE
N/A		BUILDING SETBACK

KEY NOTES

- REMOVE CONCRETE SIDEWALK COMPLETE.
- SAWOUT AND REMOVE EXISTING PAVEMENT COMPLETE.
- REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK AS REQUIRED FOR NEW STORM INSTALLATION
- REMOVE AND REINSTALL CHAIN LINK FENCE AS REQUIRED FOR NEW STORM INSTALLATION
- SAWOUT ASPHALT FOR REMOVAL
- EXISTING BUILDING TO REMAIN - SEE ARCHITECTURAL PLANS.
- REMOVE EXISTING FENCE AND GATE.
- REPLACE EXISTING WAYNE ST STORM CULVERT PIPE AND STORM STRUCTURES ON BOTH SIDE OF STREET; SAWOUT PAVEMENT AND CURB FOR REMOVAL AS REQUIRED FOR STORM AND SANITARY INSTALLATION.
- COORDINATE REMOVAL OF EXISTING CITY WATER METERS WITH CITY. INSTALL NEW WATER SERVICE PRIOR TO REMOVAL AND RECONNECT EXISTING IF NECESSARY TO KEEP SERVICE ACTIVE.
- EXISTING BUILDING TO BE REMOVED - SEE ARCH PLANS.
- REMOVE EXISTING PAVERS ALONG EDGE AS REQUIRED FOR NEW WALL CONSTRUCTION AND REINSTALL TO MATCH EXISTING.
- REMOVE EXISTING TREE FOR NEW STORM INSTALLATION
- CITY TO POUR CONCRETE COLLAR OVER EXISTING STORM PIPE AND ABANDON IN PLACE

APPROVED FOR CONSTRUCTION ONLY

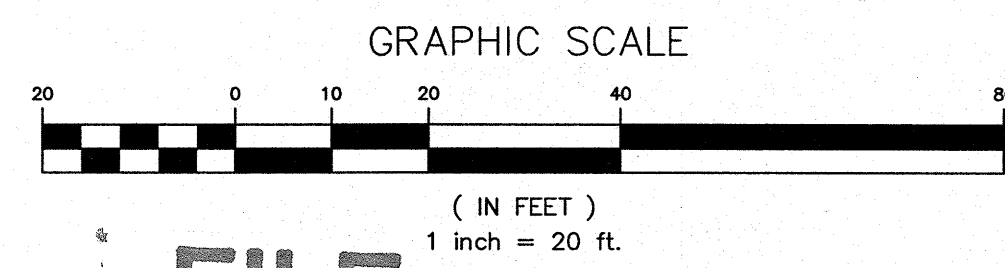
Subject to Compliance with the City of Columbia MS4 Stormwater Management Ordinance. Plans approved by *[Signature]* on 10/24/2018. Any changes / alterations made to approved plans will void this permit number

GENERAL NOTES

- TOPOGRAPHIC SURVEY WAS COMPLETED BY POWER ENGINEERING COMPANY ON OCT 30, 2012. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY R.B. TODD CONSULTING ENGINEERS.
- OWNER: 701 WHALEY/OLYMPIA LLC
CONTACT: RICHARD BURTS
753 SALUDA AVE
COLUMBIA SC 29205
PHONE NUMBER: 803-414-9150
TMS: R08913-12-10
ZONING: M-1, LIGHT INDUSTRIAL
DEVELOPMENT ADDRESS: 701 WHALEY STREET
TOTAL ACREAGE: 0.85 ACRES
DISTURBED AREA: 0.22 ACRES
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0356L, DATED DEC 21, 2017, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
- THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.
- BUILDING SETBACK: FRONT=25 FT, SIDE=0 FT, REAR=0 FT.
- SEE LANDSCAPE ARCH. PLANS FOR DIMENSIONS AT RAMP/PAVER AREAS.

DEMOLITION NOTES

- THE CONTRACTOR SHALL FIELD VERIFY ALL ITEMS TO BE DEMOLISHED AND REMOVED FROM THE SITE. THE VERIFICATION PROCESS SHALL INCLUDE VISITING AND WALKING THE SITE. ALL ITEMS REQUIRING DEMOLITION/REMOVAL, WHETHER SHOWN ON THIS PLAN OR NOT, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PRIOR TO COMMENCEMENT OF TREE REMOVAL THE CONTRACTOR SHALL WALK THE SITE WITH THE OWNER AND/OR OWNER'S REPRESENTATIVE TO IDENTIFY TREES AND/OR VEGETATION TO REMAIN. PROTECTION OF IDENTIFIED TREES AND/OR VEGETATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THERE SHALL BE NO BURNING ON SITE.
- EXISTING IMPROVEMENTS SO NOTED, ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF ACCORDING TO APPLICABLE REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REMOVAL AND/OR RELOCATION OF ALL UTILITIES (ABOVE AND BELOW GROUND LEVEL) AS NECESSARY TO ACCOMMODATE THE IMPROVEMENTS SHOWN ON THESE PLANS AND AS REQUIRED TO FACILITATE CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL SERVICES WHICH ARE INDICATED TO BE EXTENDED OR OTHERWISE REUSED.
- ALL EXISTING CONCRETE AND/OR ASPHALT PAVEMENT THAT IS INDICATED ON THESE PLANS TO BE REMOVED FROM THE PROJECT SITE SHALL BE DISPOSED OF OFF SITE BY THE CONTRACTOR ACCORDING TO APPLICABLE CODES.
- THE CONTRACTOR SHALL CONSULT THE OWNER REGARDING SALVAGE. ANY ITEMS NOT RETAINED BY THE OWNER SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DEMOLISH AND/OR LEGALLY DISPOSE OF.
- EROSION AND SEDIMENT CONTROL DEVICES MUST BE IN PLACE PRIOR TO DEMOLITION.
- IF ANY HAZARDOUS MATERIAL IS ENCOUNTERED DURING DEMOLITION, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND APPROPRIATE AGENCIES FOR PROPER REMOVAL AND DISPOSAL.
- DEMOLITION SHALL MEET ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPLICABLE DEMO AND DISPOSAL PERMITS.
- CONTRACTOR SHALL GRADE DEMOLISHED AREAS TO DRAIN (PIPES, PARKING, ETC.)



LD-2018-0009
LDP-2018-0008
214 Wayne St

LAMBERT
ARCHITECTURE
CONSTRUCTION SERVICE

architecture construction services planning histori

P.O. BOX 5250 COLUMBIA, SC 29250
104-B VANTAGE POINT DR. CAYCE, SOUTH CAROLINA 29

701 WHALEY PHASE II

701 WHALEY OWNER, LLC
701 WHALEY ST/214
WAYNE ST
COLUMBIA, SC 29201

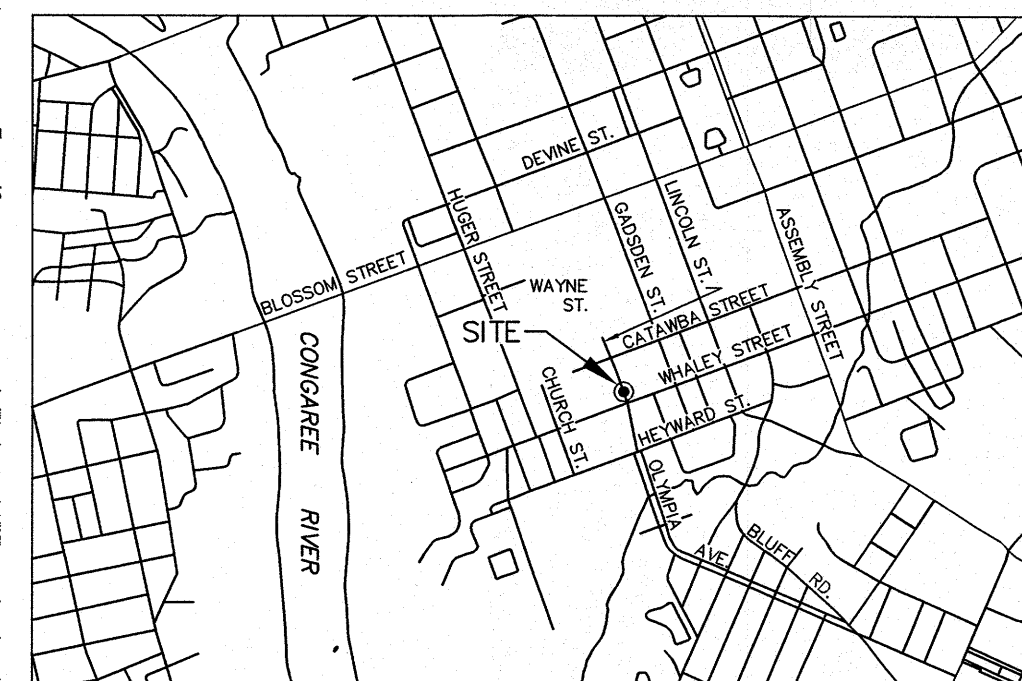
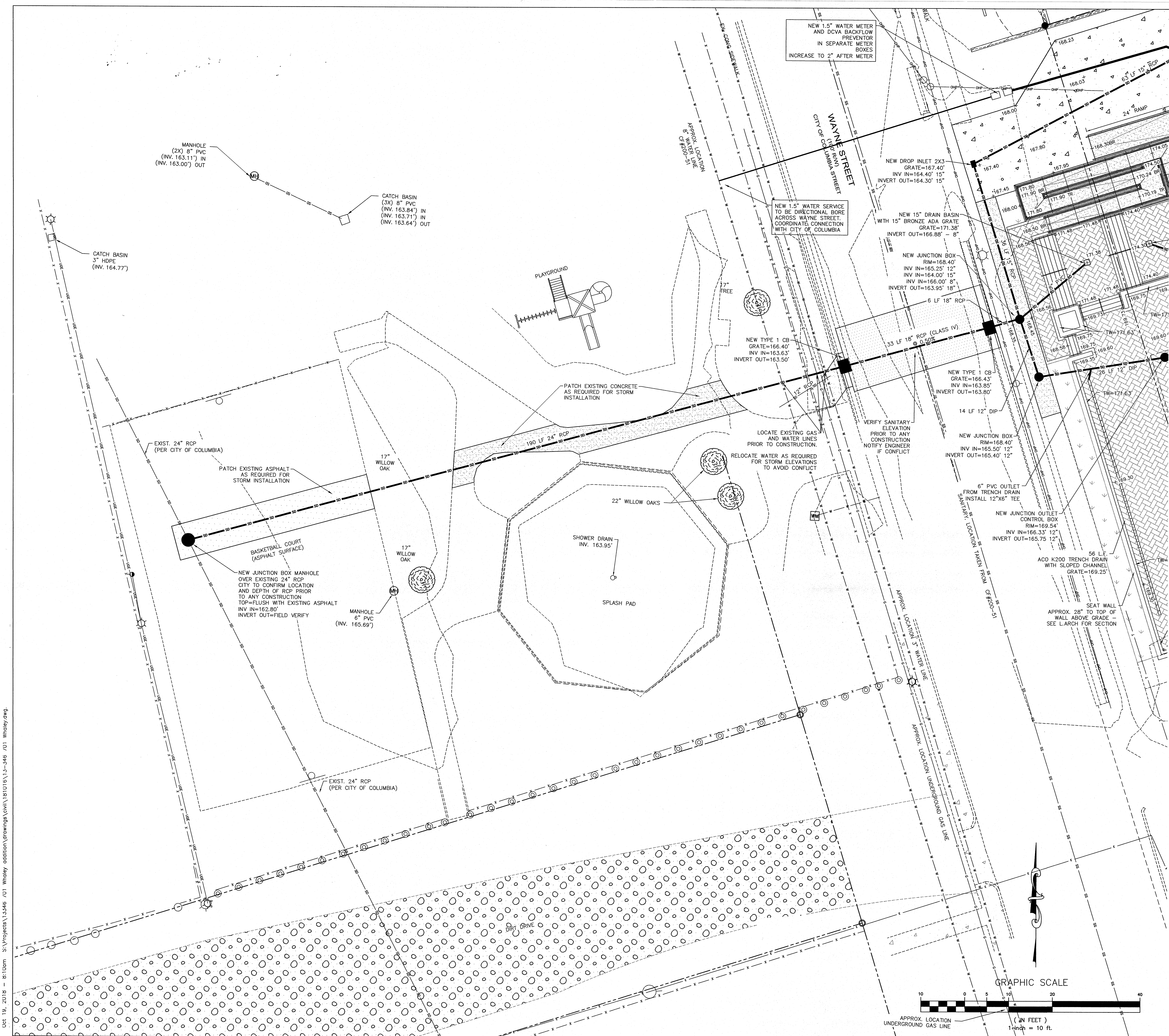
EXISTING
CONDITIONS
AND
DEMOLITION
PLAN

PROJ. NO.: 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C1.0

Packet Pg. 51

Oct 19, 2018 - 8:10am S:\Projects\13446\01 Whaley addition\Drawings\Civil\181016\13-446\01 Whaley.dwg



LEGEND		
NEW	EXISTING	DESCRIPTION
N/A	N/A	BENCHMARK/CONTROL POINT
N/A	N/A	PROPERTY LINE
N/A	N/A	BUILDING
N/A	N/A	TREE
N/A	N/A	CONTOUR
N/A	N/A	SPOT ELEVATION
N/A	N/A	FIRE HYDRANT
N/A	N/A	LIGHT POLE
N/A	N/A	WATER VALVE
N/A	N/A	WATER METER
N/A	N/A	WATER MAIN/SERVICE
N/A	N/A	STORM DRAIN LINE w/STRUCTURE
N/A	N/A	SANITARY SEWER LINE w/MANHOLE
N/A	N/A	SANITARY SEWER CLEANOUT
N/A	N/A	CHAIN LINK FENCE
N/A	N/A	KEY NOTE REFERENCE
N/A	N/A	RIP RAP PROTECTION
N/A	N/A	ROOF DRAIN PIPING

- ### GENERAL NOTES
- VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION AND/OR DEMOLITION AND REPORT ANY DIFFERENCE IN SITE CONDITIONS FROM THE DRAWINGS TO THE ENGINEER IMMEDIATELY.
 - PROMPTLY INFORM THE ENGINEER OF ANY ERROR OR DISCREPANCY DISCOVERED IN THESE DRAWINGS OR SPECIFICATIONS OR CONFLICT BETWEEN THE DRAWINGS OR SPECIFICATIONS.
 - ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND SPECIFICATIONS, LATEST EDITION.
 - EXISTING UTILITIES SUCH AS WATER, SEWER, GAS, ELECTRICAL, FIBER, CABLE, ETC. ARE PRESENT IN THE AREA. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND ANY AND ALL DAMAGES RESULTING FROM THE FAILURE TO DO SO SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. CONTACT PALMETTO UTILITY PROTECTION SERVICE (PUPS) AND OTHER LOCAL AND REGIONAL UTILITY COMPANIES AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION FOR LOCATION OF UTILITIES.
 - KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
 - IF AFTER FINAL CONSTRUCTION IS COMPLETED AND THE ENGINEER DETERMINES THAT LOW AREAS OR "BIRD BATHS" EXIST IN PAVED AREAS, THE CONTRACTOR SHALL CORRECT THEM AT NO EXPENSE TO THE OWNER.
 - REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE EROSION CONTROL PLANS.

- ### GRADING NOTES:
- DURING CONSTRUCTION AND UNTIL TURF IS ESTABLISHED, USE THE SILT FENCE STORM INLET SEDIMENT TRAP SHOWN ON DETAIL SHEET AROUND ALL INLETS AND PLACE AND MAINTAIN SILT FENCES AS REQUIRED TO PREVENT EROSION AND SEDIMENTATION RUNOFF.
 - CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL VERIFY LOCATION AND AVAILABILITY OF ALL UTILITIES AFFECTING THE PROJECT ON AND OFF THE SITE.
 - THE CONSTRUCTION OF ALL STREETS & DRAINAGE FACILITIES SHALL BE GOVERNED BY CITY OF COLUMBIA STANDARD SPECIFICATIONS & SCDOT STANDARD SPECIFICATIONS 2007 EDITION.
 - CONTRACTOR SHALL USE THE INLET SEDIMENT PROTECTION ON ALL INLETS UNTIL THE AREA DRAINING TO THE INLET HAS BEEN STABILIZED.
 - ALL FILL AREAS TO BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT AND SPECS.
 - CONTRACTOR TO INSTALL ADDITIONAL EROSION CONTROL MEASURES AS REQUIRED BY CITY OF COLUMBIA OR SCDHEC.
 - PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
 - CONTRACTOR TO REPAIR ANY DAMAGE DONE TO EXISTING PAVEMENT, FENCING, ETC. DUE TO CONSTRUCTION ENTIRELY AT HIS EXPENSE.
 - CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS. CONTRACTOR TO DAILY REMOVE MUD/SOIL FROM PAVEMENT AS REQUIRED.
 - ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
 - ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
 - SEE SOIL REPORT FOR RECOMMENDATIONS AND CONDITIONS OF EXISTING SOILS.
 - ALL DEMOLISHED ITEMS TO BE REMOVED FROM SITE AND DISPOSED OF IN LEGAL MANNER.
 - ALL STORM WATER PONDS, OUTLET STRUCTURES, AND PIPING TO BE SURVEYED BY REGISTERED LAND SURVEYOR AND SENT TO ENGINEER TO VERIFY DESIGN CONFORMANCE AND PREPARATION FOR FINAL PROJECT CLOSEOUT WITH CITY OF COLUMBIA AND SCDHEC.
 - ALL STORM WATER PIPING TO BE CAMERA INSPECTED A MIN. 30 DAYS AFTER INSTALLATION TO INSURE PROPER INSTALLATION. PROVIDE COPY OF DVD TO ENGINEER AND OWNER FOR REVIEW. REPAIR ANY PIPE NOT PROPERLY INSTALLED AT NO ADDITIONAL COST TO OWNER.

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701 WHALEY PHASE II

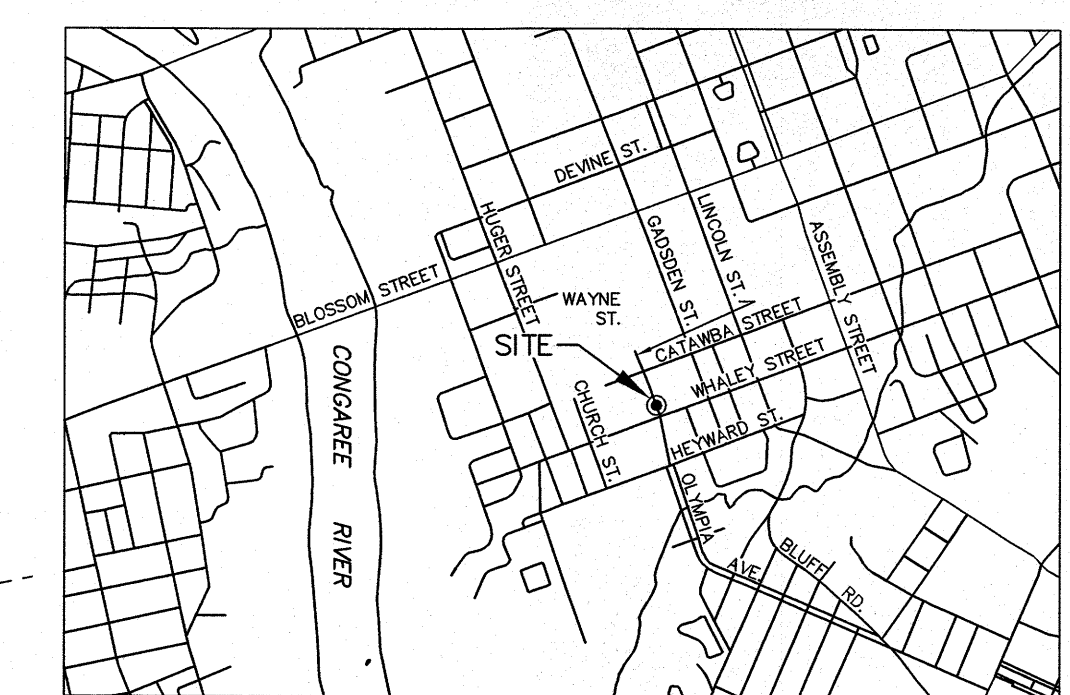
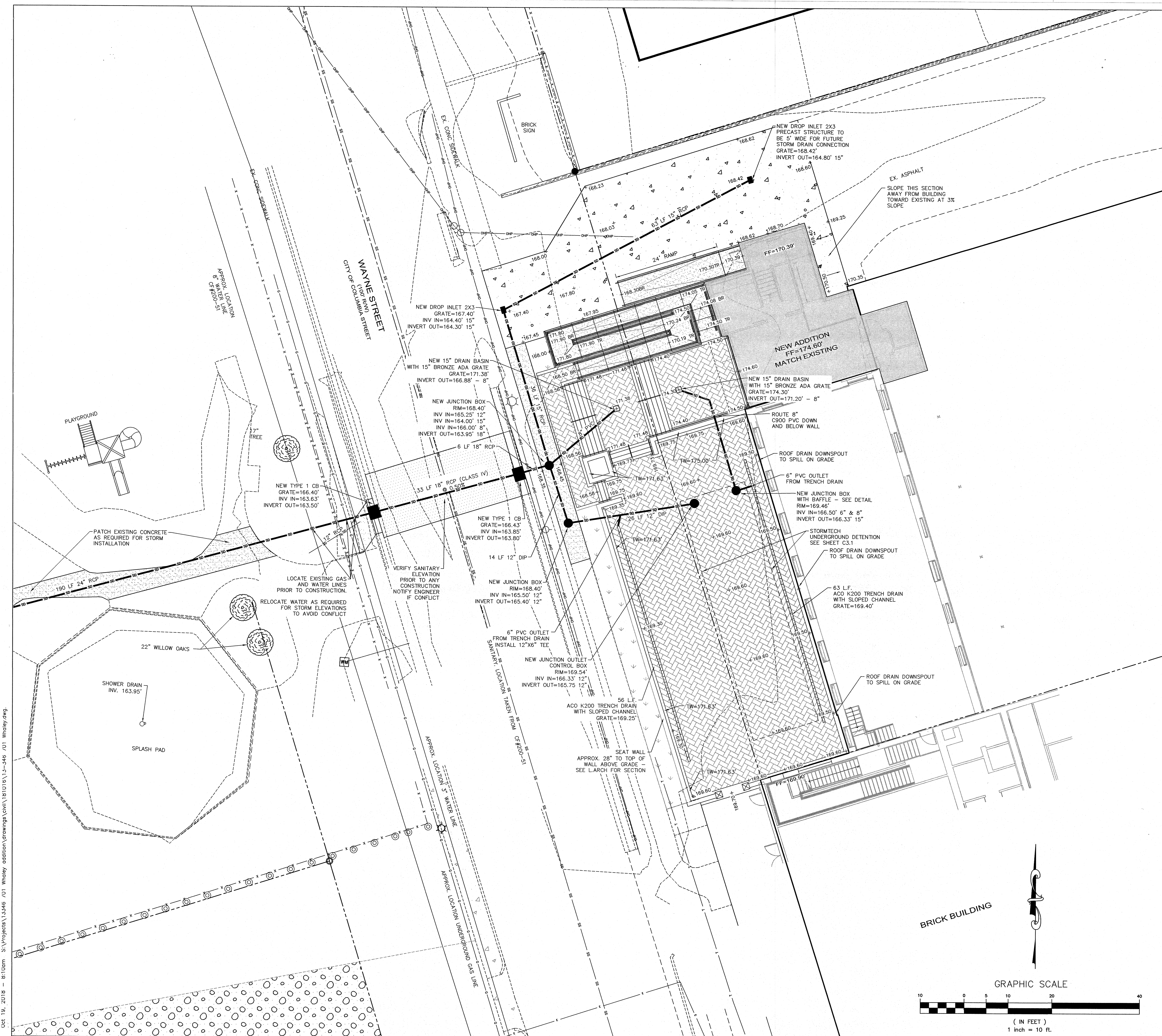
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GRADING AND DRAINAGE PLAN

PROJ. NO. : 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C3.0

Packet Pg. 53



LEGEND		
NEW	EXISTING	DESCRIPTION
N/A	N/A	BENCHMARK/CONTROL POINT
N/A	N/A	PROPERTY LINE
N/A	N/A	BUILDING
N/A	N/A	TREE
N/A	N/A	CONTOUR
N/A	N/A	SPOT ELEVATION
N/A	N/A	FIRE HYDRANT
N/A	N/A	LIGHT POLE
N/A	N/A	WATER VALVE
N/A	N/A	WATER METER
N/A	N/A	WATER MAIN/SERVICE
N/A	N/A	STORM DRAIN LINE w/STRUCTURE
N/A	N/A	SANITARY SEWER LINE w/MANHOLE
N/A	N/A	SANITARY SEWER CLEANOUT
N/A	N/A	CHAIN LINK FENCE
N/A	N/A	KEY NOTE REFERENCE
N/A	N/A	RIP RAP PROTECTION
N/A	N/A	ROOF DRAIN PIPING

- ### GENERAL NOTES
- VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION AND/OR DEMOLITION AND REPORT ANY DIFFERENCE IN SITE CONDITIONS FROM THE DRAWINGS TO THE ENGINEER IMMEDIATELY.
 - PROMPTLY INFORM THE ENGINEER OF ANY ERROR OR DISCREPANCY DISCOVERED IN THESE DRAWINGS OR SPECIFICATIONS OR CONFLICT BETWEEN THE DRAWINGS OR SPECIFICATIONS.
 - ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND SPECIFICATIONS, LATEST REVISION.
 - EXISTING UTILITIES SUCH AS WATER, SEWER, GAS, ELECTRICAL, FIBER, CABLE, ETC. ARE PRESENT IN THE AREA. THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED PRIOR TO CONSTRUCTION AND ANY AND ALL DAMAGES RESULTING FROM THE FAILURE TO DO SO SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER. CONTACT PALMETTO UTILITY PROTECTION SERVICE (PUPS) AND OTHER LOCAL AND REGIONAL UTILITY COMPANIES AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION FOR LOCATION OF UTILITIES.
 - KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
 - IF AFTER FINAL CONSTRUCTION IS COMPLETED AND THE ENGINEER DETERMINES THAT LOW AREAS OR "BIRD BATHS" EXIST IN PAVED AREAS, THE CONTRACTOR SHALL CORRECT THEM AT NO EXPENSE TO THE OWNER.
 - REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE EROSION CONTROL PLANS.

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 - CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL VERIFY LOCATION AND AVAILABILITY OF ALL UTILITIES AFFECTING THE PROJECT ON AND OFF THE SITE.
 - THE CONSTRUCTION OF ALL STREETS & DRAINAGE FACILITIES SHALL BE COVERED BY CITY OF COLUMBIA STANDARD SPECIFICATIONS & SCOD STANDARD SPECIFICATIONS 2007 EDITION.
 - CONTRACTOR SHALL USE THE INLET SEDIMENT PROTECTION ON ALL INLETS UNTIL THE AREA DRAINING TO THE INLET HAS BEEN STABILIZED.
 - ALL FILL AREAS TO BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT AND SPECS.
 - CONTRACTOR TO INSTALL ADDITIONAL EROSION CONTROL MEASURES AS REQUIRED BY CITY OF COLUMBIA OR SCDEEC.
 - PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
 - CONTRACTOR TO DAILY REMOVE MUD/SOIL FROM PAVEMENT AS REQUIRED.
 - CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAY FROM CONSTRUCTION AREAS. CONTRACTOR TO DAILY REMOVE MUD/SOIL FROM PAVEMENT AS REQUIRED.
 - ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
 - ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
 - SEE SOILS REPORT FOR RECOMMENDATIONS AND CONDITIONS OF EXISTING SOILS.
 - ALL DEMOLISHED ITEMS TO BE REMOVED FROM SITE AND DISPOSED OF IN LEGAL MANNER.
 - ALL STORM WATER PONDS, OUTLET STRUCTURES, AND PIPING TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND SENT TO ENGINEER TO VERIFY DESIGN CONFORMANCE AND PREPARATION FOR FINAL PROJECT CLOSEOUT WITH CITY OF COLUMBIA AND SCDEEC.
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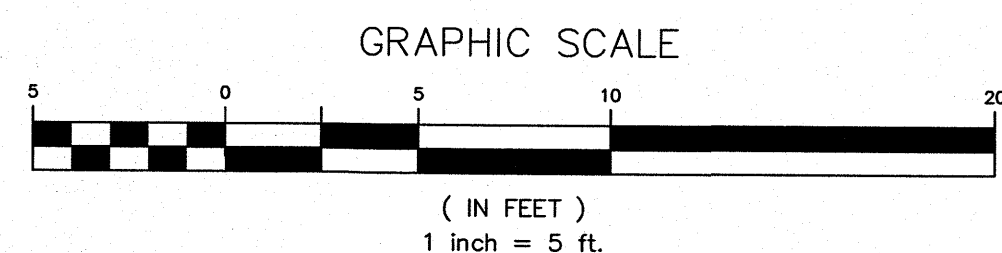
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GRADING
AND
DRAINAGE
PLAN

PROJ. NO.: 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C3.1

Packet Pg. 54



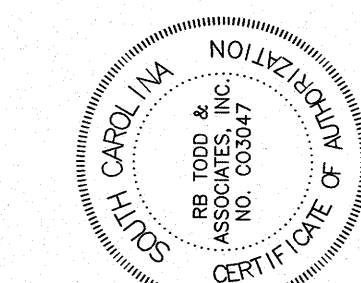
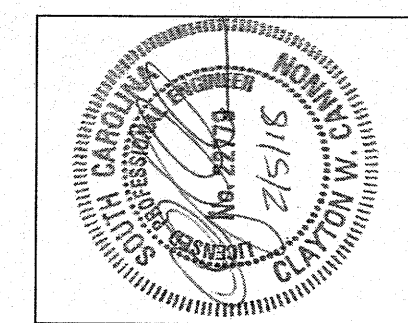
GENERAL NOTES

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5. KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
6. IF AFTER FINAL CONSTRUCTION IS COMPLETED AND THE ENGINEER DETERMINES THAT LOW AREAS OR "BIRD BATHS" EXIST IN PAVED AREAS THE CONTRACTOR SHALL CORRECT THEM AT NO EXPENSE TO THE OWNER.
7. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS WITHIN THE LIMITS OF DISTURBANCE SHOWN ON THE EROSION CONTROL PLANS.

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11. ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
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13. ALL DEMOLISHED ITEMS TO BE REMOVED FROM SITE AND DISPOSED OF IN LEGAL MANNER.
14. ALL STORM WATER PONDS, OUTLET STRUCTURES, AND PIPING TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND SENT TO ENGINEER TO VERIFY DESIGN CORRECTNESS AND ADEQUACY FOR FINAL PROJECT CLOSEOUT WITH CITY OF COLUMBIA AND SCODC.
15. ALL STORM WATER PIPING TO BE CAMERA INSPECTED FOR A MIN. 30 DAYS AFTER INSTALLATION TO INSURE PROPER INSTALLATION. PROVIDE COPY OF DVD TO ENGINEER AND OWNER FOR REVIEW. REPAIR ANY PIPE NOT PROPERLY INSTALLED.

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701 WHALEY ST/ 214
WAYNE ST
COLUMBIA, SC 29201

Attachment: 346-03 LAND DISTURBANCE 701 WHALEY PHASE II Plans (5993 : Storm Drain Reimbursement Pacific Park)

REV #	REV DATE

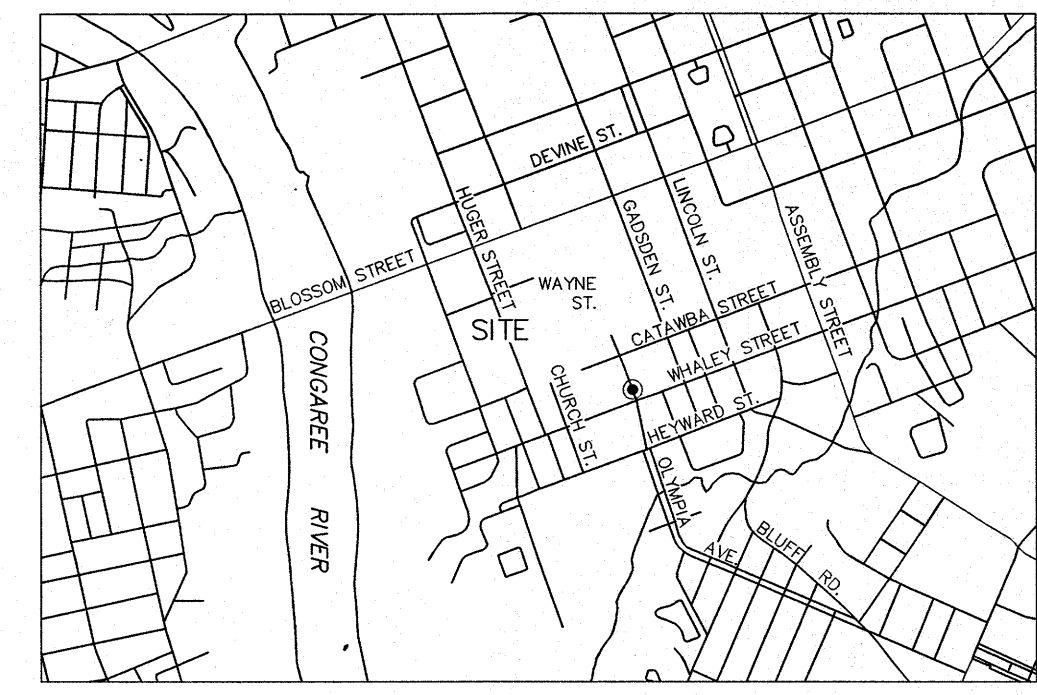
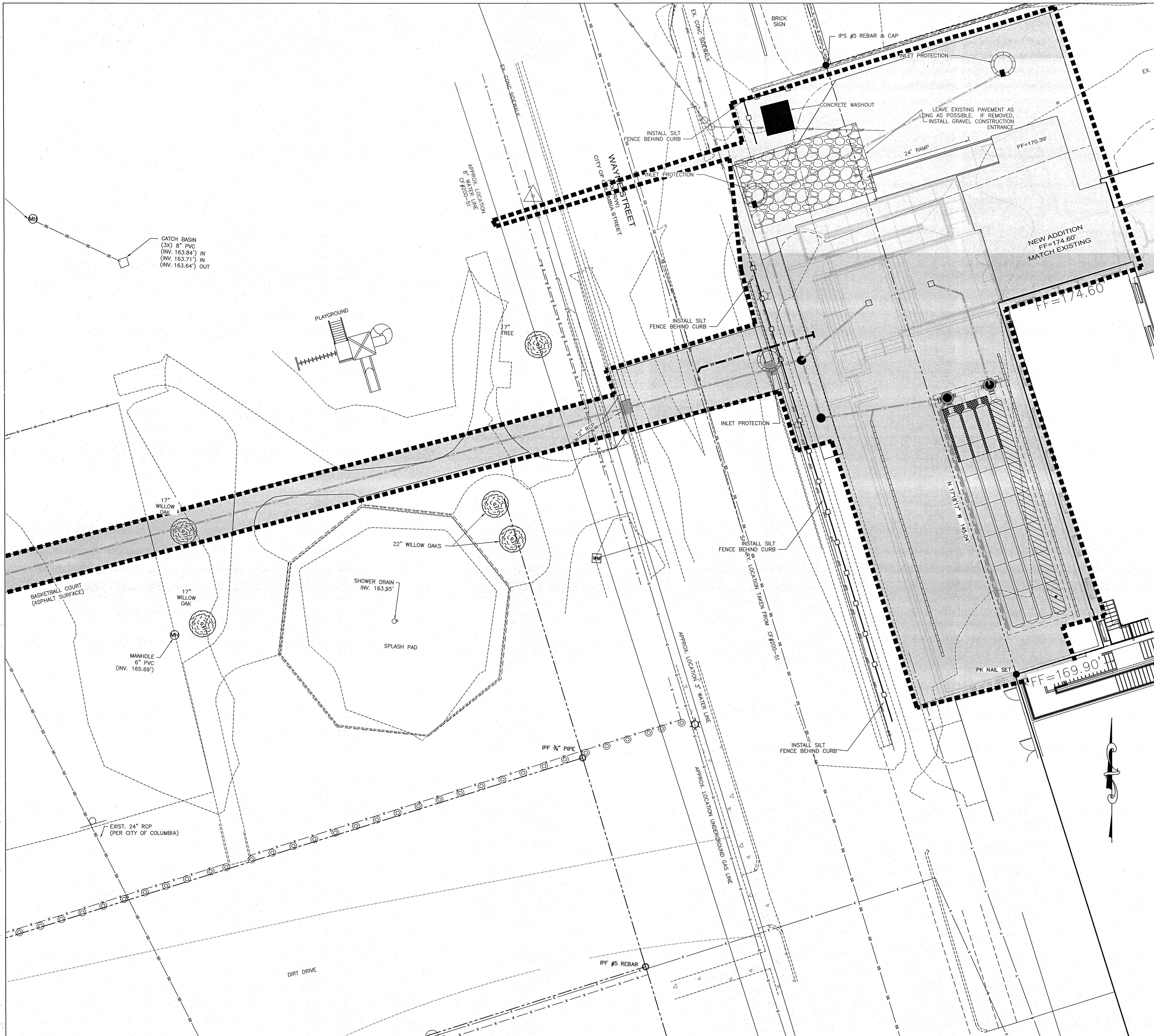
STORMWATER DETENTION PLAN

PROJ NO : 13-346

DRAWN BY: C.C.

DATE: 02.01.2018

C3.2



LEGEND	
PROPOSED	DESCRIPTION
	SILT FENCE
	CONTOUR
	JUTE MAT
	EROSION CONTROL HYDRAULIC MULCH
	STORM DRAIN PIPE
	STONE BERM
	LIMITS OF DISTURBANCE (SHADED)
	SEDIMENT TUBE
	INLET PROTECTION

DISTURBED AREA = 0.22 ACRES

STANDARD NOTES FROM SWPPP

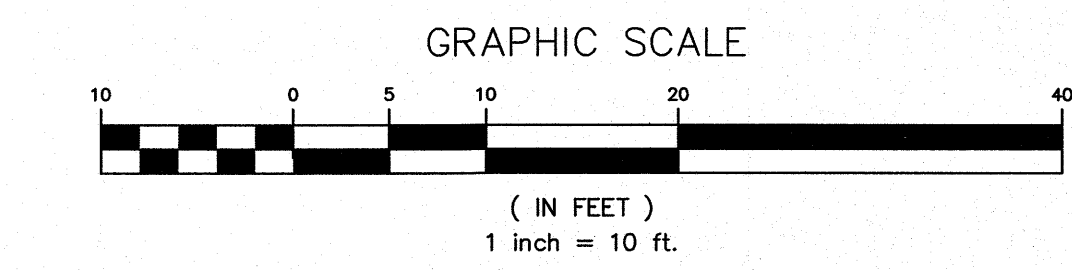
SWPPP, INSPECTION RECORDS, AND RAINFALL DATA MUST BE KEPT ONSITE OR WITHIN THIRTY (30) MINUTES OF THE SITE AT ALL TIMES FROM THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS ACHIEVED. THESE ITEMS ARE TO BE IN A DESIGNATED AREA THAT IS ACCESSIBLE TO THE INSPECTORS.

THE CITY SHALL NOT MAINTAIN STORMWATER DETENTION OR RETENTION PONDS. THE PROPERTY OWNER SHALL MAINTAIN ALL STORMWATER DETENTION FACILITIES SHOWN HEREIN. THE INSPECTION FREQUENCIES, MAINTENANCE ACTIVITIES AND OTHER RESPONSIBILITIES AS NECESSARY TO ENSURE THE SYSTEM'S PROPER LONG-TERM FUNCTIONING ARE DEFINED IN THE OPERATING AND MAINTENANCE AGREEMENT OF STORMWATER FACILITIES.

A CERTIFIED STORMWATER AS-BUILT MUST BE SUBMITTED TO THE CITY OF COLUMBIA PRIOR TO LETTER OF OCCUPANCY, CLOSEOUT PACKAGE, AND TO SC DHEC PRIOR TO RECEIVING A NOTICE OF TERMINATION.

THE PROJECT/SITE MUST BE BUILT ACCORDING TO THE APPROVED CITY AND SC DHEC PLANS UNLESS SWPPP DOCUMENTS ARE UPDATED BY THE ORIGINAL SWPPP PREPARER, OTHERWISE PERMITS AND APPROVALS WILL BE INVALIDATED.

- CONSTRUCTION SEQUENCE OF ENTIRE CONSTRUCTION AREA FOR EROSION AND SEDIMENT CONTROL**
1. RECEIVE NPDES COVERAGE FROM DHEC.
 2. PRE-CONSTRUCTION MEETING WITH CITY OF COLUMBIA
 3. INSTALLATION OF CONSTRUCTION ENTRANCE(S).
 4. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
 5. INSTALLATION OF PERIMETER CONTROLS (E.G., SILT FENCE).
 6. SITE DEMO BEGINS
 7. CONSTRUCT UNDERGROUND DETENTION BASIN. PROVIDE ENGINEERING WITH ASBUILT OF POND TO CONFIRM VOLUME
 8. CLEARING & GRUBBING OF SITE.
 9. ROUGH GRADING.
 10. BEGIN BUILDING FOUNDATIONS
 11. INSTALLATION OF STORM DRAIN SYSTEM AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED.
 12. INSTALLATION/GRADING OF NEW DRIVE AND PARKING AREAS.
 13. STABILIZATION OF AREAS OUTSIDE NEW PARKING AREAS.
 14. FINE GRADING, SIDEWALK CONSTRUCTION ETC. NEAR END OF BUILDING CONSTRUCTION.
 15. PERMANENT/FINAL STABILIZATION.
 16. SEDIMENT ACCUMULATIONS SHALL BE REMOVED FROM IMPOUNDED AREAS ONCE THE SITE IS STABILIZED.
 17. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES).
 18. SUBMIT NOTICE OF TERMINATION (NOT) TO CITY WITH CLOSEOUT PACKAGE AS APPROPRIATE.



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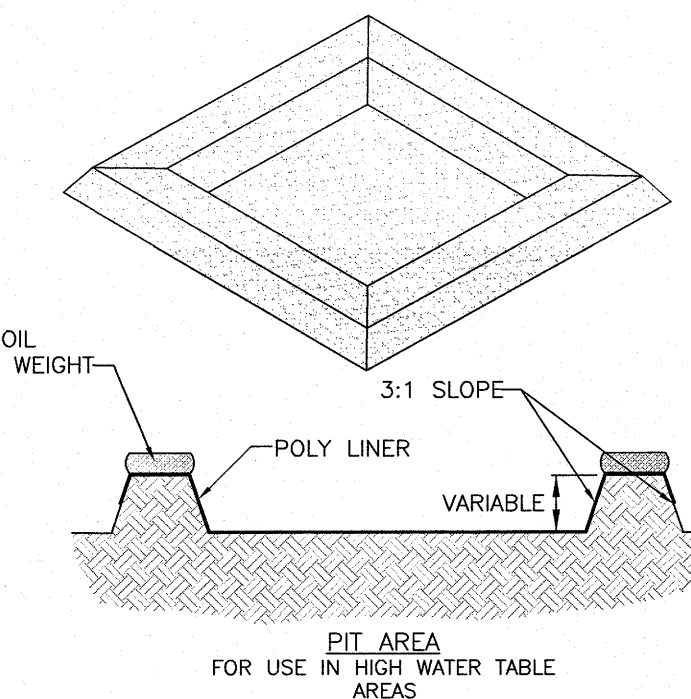
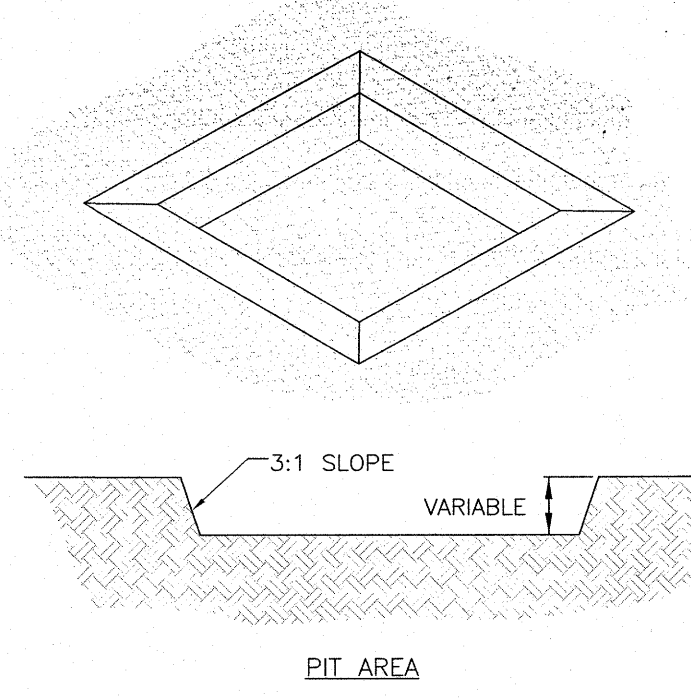
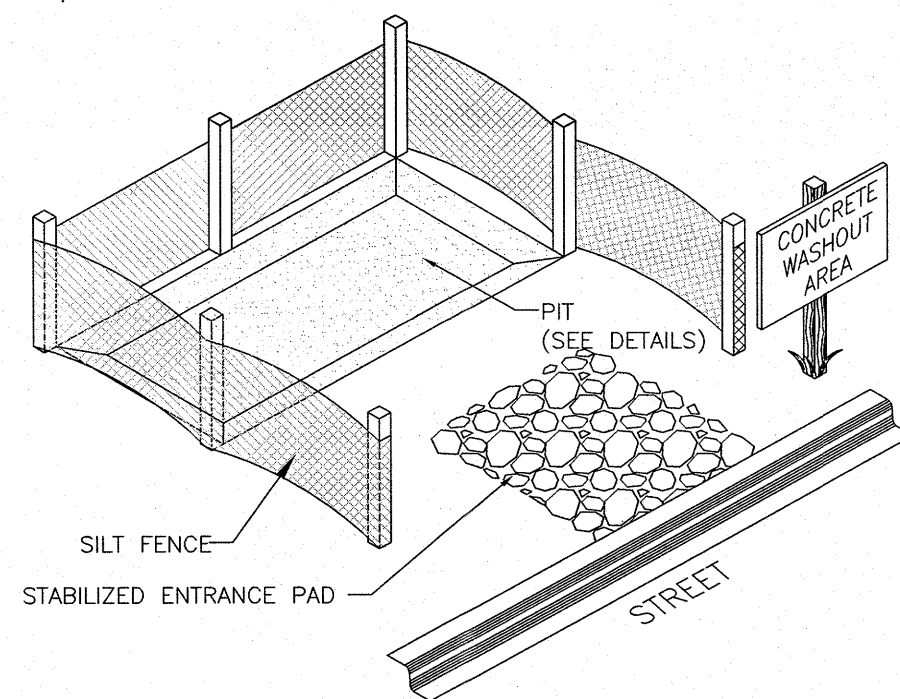
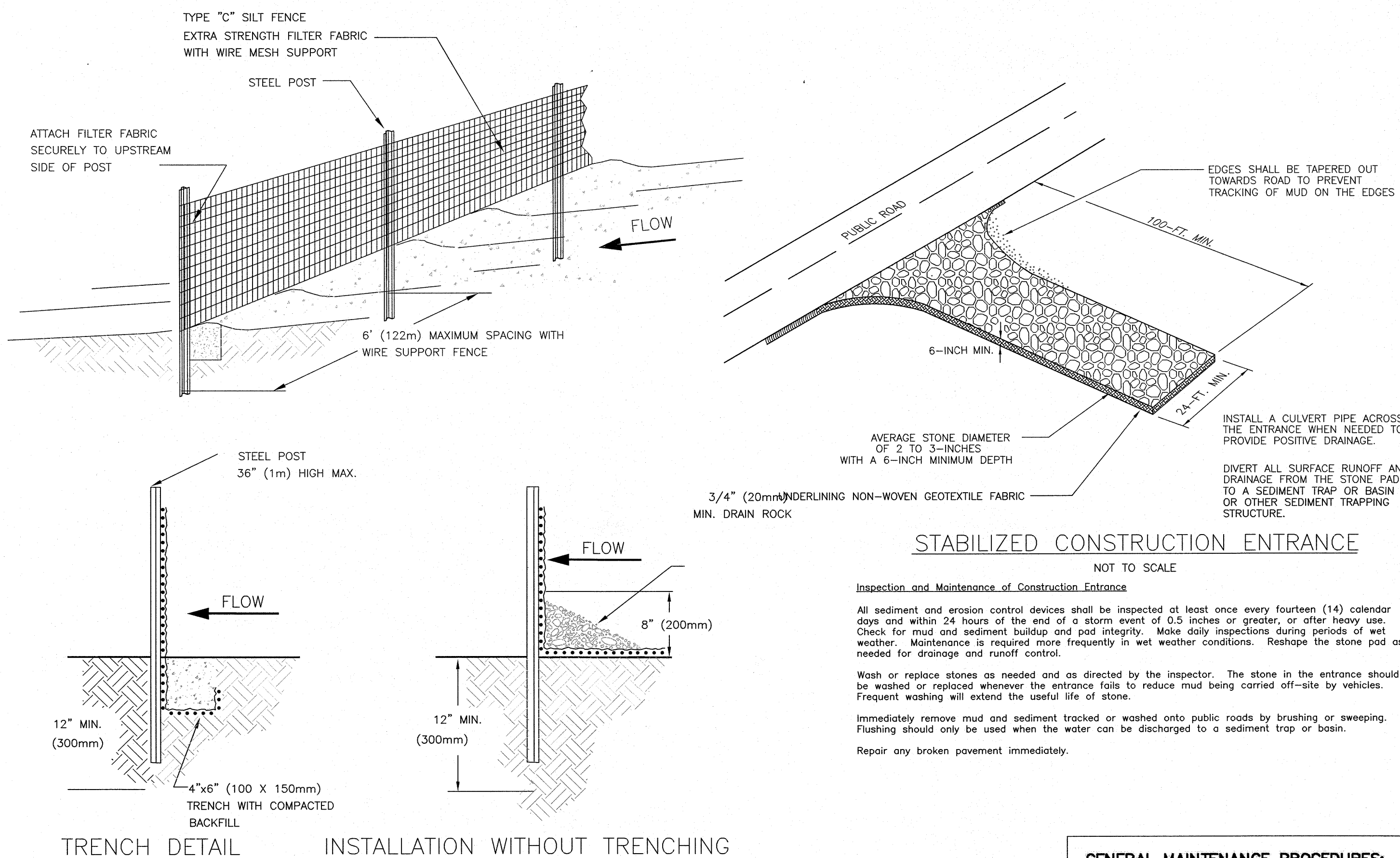
SEDIMENT
AND
EROSION
CONTROL
PI AN

PROJ. NO. : 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

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Attachment: 346-03 LAND DISTURBANCE 701 WHALEY PHASE II Plans (6993 : Storm Drain Reimbursement Pacific Park)

Packet Pg. 56



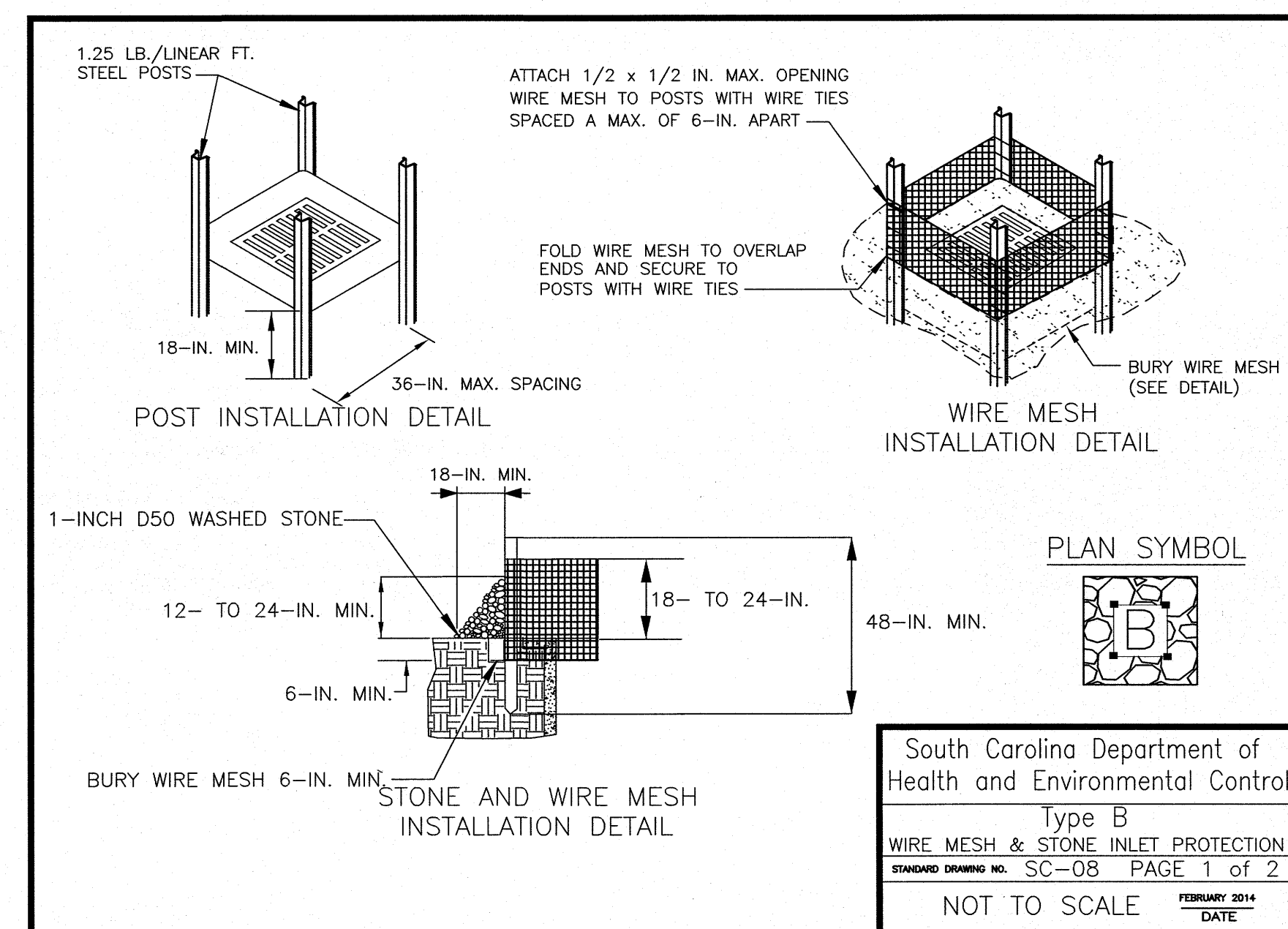
CONCRETE WASHOUT AND DISPOSAL PROCEDURES:

DURING THE COURSE OF CONSTRUCTION, CONCRETE WILL BE UTILIZED FOR HOME FOUNDATIONS, CURBING, STORM DRAINAGE INSTALLATION, ETC. APPROPRIATE MEASURES MUST BE TAKEN TO PREVENT CONCRETE WASHOUT DEBRIS FROM COMING INTO CONTACT WITH STORM WATER RUNOFF. THE FOLLOWING ACTIONS MUST BE TAKEN:

- A DEDICATED CONCRETE WASHOUT AREA MUST BE LOCATED ON THE SITE AND IT MUST BE CLEARLY LABELED AS SUCH.
- THE WASHOUT AREA MUST BE LOCATED AWAY FROM SURFACE WATERS AND AREAS THAT ARE SUSCEPTIBLE TO HIGH STORM WATER FLOWS.
- SILT FENCE MUST BE INSTALLED AROUND WASHOUT AREA.
- THE WASHOUT AREA MUST HAVE ADEQUATE CAPACITY TO HANDLE THE VOLUME OF WASHOUT THAT IS ANTICIPATED.
- THE WASHOUT AREA MUST BE MAINTAINED AND THE WASHOUT DEBRIS REMOVED AND PROPERLY DISPOSED OF WHEN THE CAPACITY HAS BEEN REDUCED BY 50 PERCENT.
- CONCRETE TRUCK DISCHARGE CHUTES WILL NOT BE RINSED ON THE STREETS OR ON INDIVIDUAL LOTS. THEY ARE TO BE RINSED ONLY IN THE DESIGNATED WASHOUT AREAS, AND.
- ANY CONCRETE THAT IS SPILLED ON ROADWAYS OR LOTS WILL BE REMOVED IMMEDIATELY AND DISPOSED OF PROPERLY.

IF A CONCRETE WASHOUT AREA IS NOT PROVIDED ON THE SITE, ALL CONCRETE TRUCKS MUST WAIT UNTIL THEY RETURN TO THE PLANT TO WASHOUT IN THE PLANT'S WASHOUT AREA OR IN SOME PROPER DISPOSAL AREA.

CONCRETE WASHOUT AREA



WIRE MESH & STONE INLET PROTECTION

GENERAL NOTES

1. Use hardware fabric or comparable wire mesh with maximum openings of 0.5-inches x 0.5-inches as the supporting material.
2. Use steel posts that meet the following physical requirements:
 - Be composed of high strength steel with a minimum yield of 50,000 psi.
 - Have a standard "T" section with a nominal face width of 1.38 inches and a nominal "T" width of 1.48-inches.
 - Weigh 1.25 pounds per foot (±8%)
3. Use heavy-duty wire ties to attach the wire mesh material to the steel posts.
4. Space the steel posts a maximum of 3-feet apart around the perimeter of the inlet and drive them into the ground a minimum of 18-inches.
5. Excavate a trench 6-inches deep around the outside perimeter of the inlet to install wire mesh. Backfill the trench with soil or crushed stone and compact over the wire mesh.
6. Place Aggregate No. 5 washed stone (or 1-inch D50 stone) to a minimum height of 12-inches, and a maximum of 24-inches against the wire mesh on all sides.

INSPECTION & MAINTENANCE

1. The key to functional inlet protection is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of wire mesh and stone inlet protection shall be conducted once every calendar week and, as recommended, within 24-hours after each rainfall even that produces 1/2-inch or more of precipitation.
3. Attention to sediment accumulations in front of the inlet protection is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
4. Remove accumulated sediment when the sediment reaches 1/3 height of the stone fill or when stone becomes clogged. When a sump is installed in front of inlet protection, sediment should be removed when it fills approximately 1/3 the depth of the sump.
5. Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
6. Large debris, trash, and leaves should be removed from in front of the inlet protection when found.
7. After accumulated sediment is removed, pull stones from around wire mesh to wash or to replace with fresh stones as necessary.
8. Inlet protection structures should be removed after the disturbed areas are permanently stabilized. Remove all construction material and sediment, and dispose of them properly. Grade the disturbed area to the elevation of the drop inlet crest. Stabilize all bare areas immediately.

South Carolina Department of Health and Environmental Control
Type B
WIRE MESH & STONE INLET PROTECTION
STANDARD DRAWING NO. SC-08
PAGE 2 of 2
FEBRUARY 2014
DATE

GENERAL MAINTENANCE PROCEDURES:

GENERAL SITE CLEAN-UP

1. NEVER WASH OFF PAVED SURFACES WITH WATER, AS POLLUTANTS SUCH AS TRASH, GREASE, GASOLINE, DETERGENTS, AND METALS CAN COME IN CONTACT WITH THE WATER AND CREATE POLLUTED RUNOFF.
2. MAINTAIN A DEBRIS-FREE STATION BY DAILY COLLECTION AND SWEEPING. NEVER DISPOSE OF DEBRIS INTO THE GUTTER/STORM WATER SYSTEM.
3. SPOT CLEAN LEAKS AND DIPS AROUND THE GASOLINE STATION ON A DAILY BASIS. LEAKS ARE NOT CONSIDERED CLEANED UP UNTIL THE ABSORBENT HAS BEEN PICKED UP AND DISPOSED OF PROPERLY. REFER TO THE "FUEL SPILLS" SECTION OF THE MURPHY USA EMERGENCY RESPONSE GUIDE FOR DETAILED CLEAN-UP PROCEDURES AND SPILL RESPONSE GUIDELINES. THE FOLLOWING ARE GENERAL GUIDELINES:
 - 3.1. USE RAGS AND/OR ABSORBENT TO CLEAN UP LEAKS AND SPILLS IMMEDIATELY
 - 3.2. MATERIALS USED FOR SPILL CLEAN-UP SHOULD BE STORED IN CLOSED, LABELED CONTAINERS AND DISPOSED OF ACCORDING TO APPLICABLE REGULATIONS
 - 3.3. LOG INSPECTIONS AND REPLACE/REPAIR ALL FAULTY EQUIPMENT PROMPTLY

DAILY INSPECTION

1. COLLECT AND SWEEP UP LITTER AND DEBRIS IN BOTH PAVED AND GRASSED AREAS. SPECIAL CARE SHOULD BE TAKEN AROUND OUTDOOR TRASH BINS, DUMPSTERS, CURB GUTTERS, AIR/WATER SUPPLY UNITS, AND VACUUM AREAS AS THEY ARE AREAS PRONE TO DEBRIS AND LITTER.
2. INSPECT FUELING ISLANDS FOR LEAKS, DRIPS, CORROSION, WEAR, OR DAMAGE. IMMEDIATELY CONTACT THE APPROPRIATE OPERATION AND MAINTENANCE MANAGER SHOULD REPLACEMENT OR REPAIR OF FAULTY EQUIPMENT BE DEEMED NECESSARY.
3. LOG INSPECTIONS AND KEEP RECORDS IN AN ACCESSIBLE LOCATION ON-SITE.

ALLOWABLE NON-STORMWATER DISCHARGE:

PER SOUTH CAROLINA NPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES: PERMIT NO. SCRI000000 AND BEING EFFECTIVE SEPTEMBER 1, 2008 - THE FOLLOWING NON-STORMWATER DISCHARGES ARE AUTHORIZED, PROVIDED THE NON-STORMWATER COMPONENT OF THE DISCHARGES IS IN COMPLIANCE WITH SUBPART 3.5 (NON-STORMWATER DISCHARGE MANAGEMENT):

1. DISCHARGE FROM FIRE-FIGHTING ACTIVITIES.
2. FIRE HYDRANT FLUSHES.
3. WATERS USED TO WASH VEHICLES WHERE DETERGENTS ARE NOT USED.
4. WATER USED TO CONTROL DUST IN ACCORDANCE WITH SUBPART 3.4.J.
5. PORTABLE WATER INCLUDING UNCONTAMINATED WATER LINE FLUSHES.
6. ROUTINE EXTERNAL BUILDING WASH DOWN THAT DOES NOT USE DETERGENTS.
7. PAVEMENT WASH WATERS WHERE SPILLS OR LEAKS OR TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED (UNLESS ALL SPILL MATERIAL HAS BEEN REMOVED) AND WHERE DETERGENTS ARE NOT USED.
8. UNCONTAMINATED AIR CONDITIONAL OR COMPRESSOR CONDENSATE.
9. UNCONTAMINATED GROUND WATER OR SPRING WATER.
10. FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS SUCH AS SOLVENTS.
11. UNCONTAMINATED EXCAVATION DEWATERING.
12. LANDSCAPE IRRIGATION.

ALL NON-STORMWATER DISCHARGES SHOULD BE ELIMINATED OR REDUCED TO THE BEST EXTENT FEASIBLE.

STORMWATER DRAIN SYSTEM INSPECTION AND CLEANING:

1. INSPECT AND CLEAN AS NEEDED, ALL INLETS/CATCH BASINS AT LEAST ONCE A YEAR.
2. INSPECT AND CLEAN AS NEEDED, ALL INLETS/CATCH BASINS IN KNOWN PROBLEM AREA MORE THAN ONCE A YEAR.
3. INSPECT AND CLEAN AS NEEDED, ALL STORMWATER DRAIN LINES IN KNOWN PROBLEM AREAS MORE THAN ONCE A YEAR.
4. INSPECT AND CLEAN DRAINAGE DITCHES AS NEEDED.
5. CLEANING ACTIVITIES MAY OCCUR ON A YEAR ROUND BASIS; HOWEVER, KNOWN PROBLEM AREA SHALL BE TARGETED PRIOR TO THE RAINY SEASON.
6. INSPECT AND CLEAN AS NEEDED, ALL STORM DRAIN FACILITIES THAT HAVE BEEN AFFECTED BY EMERGENCY RESPONSE ACTIVITIES.

THE MOST ECONOMICAL & EFFICIENT METHOD OF CLEANING MAY BE THE USE OF JETVAC. APPROVAL FROM THE CITY OF ROCK HILL MUST BE GRANTED FOR ANY OTHER METHODS OF CLEANING.

PESTICIDE USE AROUND STORMWATER FACILITIES:

THE USE OF HERBICIDES, INSECTICIDES, AND RODENTICIDES IS A MATTER OF ENVIRONMENTAL CONCERN. THESE PESTICIDES HAVE THE POTENTIAL TO END UP IN DRINKING WATER AND IN OTHER AQUATIC SYSTEMS IF NOT MANAGED PROPERLY.

THE FOLLOWING GUIDELINES HAVE BEEN DEVELOPED TO MINIMIZE EXPOSURE TO THE PUBLIC HEALTH, AND SHOULD BE APPLIED WHEN APPROPRIATE. THESE GUIDELINES FOLLOW INTEGRATED PEST MANAGEMENT (IPM) PRINCIPLES OF EMPLOYING NATURAL AND PHYSICAL CONTROL, AND WHEN NECESSARY, USING THE LEAST TOXIC CHEMICALS.

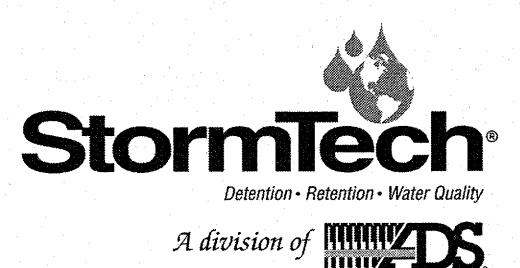
1. **INCREMENT WEATHER**
WEATHER CONDITIONS CAN ADVERSELY AFFECT THE EFFICIENCY OF CHEMICAL TREATMENTS. DURING THE APPLICATION OF PESTICIDES, THE WIND VELOCITY SHOULD BE LESS THAN 6 MILES PER HOUR TO AVOID UNNECESSARY DRIFT ONTO NON-TARGET SITES. IF IT IS RAINING OR ABOUT TO RAIN, PESTICIDE APPLICATIONS SHOULD BE RE-SCHEDULED TO AVOID UNNECESSARY RUNOFF. AND IMPORTANTLY, DURING APPLICATIONS, CHEMICALS SHOULD NEVER BE APPLIED TO THE POINT OF RUNOFF.
2. **RUNOFF CONTROLS**
STORM DRAINS IN THE IMMEDIATE VICINITY OF PESTICIDE APPLICATION AREAS OR DRAINS THAT COULD POTENTIALLY BE IMPACTED BY RUNOFF, MUST BE LOCATED AND COVERED DURING TREATMENT TO PREVENT THE RELEASE OF PESTICIDES TO NEARBY WATER BODIES.
3. **DRIFT CONTROL**
THE USE OF POWER SPRAYS TO REACH THE UPPER CANOPY OF TREES SHOULD BE MINIMIZED TO PREVENT PESTICIDE DRIFT INTO BUILDINGS AND INTO WATER BODIES.
4. **PREVENTATIVE APPLICATIONS**
THE WIDESPREAD USE OF DORMANT OILS, AND HERBICIDES ON SHRUBS AND TREES SHOULD BE JUSTIFIED BY THE EXISTENCE OF POTENTIAL PEST OUTBREAKS. PREVENTATIVE APPLICATIONS SHOULD BE SCALED BACK TO REDUCE UNNECESSARY TREATMENTS SINCE A HEALTHY LAWN IS THE BEST CONTROL FOR PESTS.
5. **APPLICATION OF RODENTICIDES**
ANTICOAGULANTS, TRACKING POWDERS AND OTHER MAMMALIAN TOXICANTS MUST BE PLACED IN LOCATIONS THAT WILL NOT RESULT IN THEIR TRANSLLOCATION TO AQUATIC HABITATS. IF RODENT BURROWS ARE TREATED, THEY SHOULD NOT BE LOCATED ALONG THE BANKS OF RIVERS AND STREAMS.
6. **APPLICATION OF TERMITICIDES IN THE GROUND**
THE APPLICATION OF TERMITICIDES MUST NOT BE IN AN AREA NEAR A WELL, STREAM, OR OTHER WATER SOURCE. THE CHEMICAL SOIL BARRIER EFFECTIVE FOR TERMITE CONTROL REQUIRED THE APPLICATION OF QUANTITIES OF CHEMICALS TO THE SOIL BELOW THE FOUNDATION. WOODEN STAKES IMPREGNATED WITH TOXICANTS CAN BE USED AS BAITS FOR TERMITE CONTROL AND SHOULD BE FOSTERED AS AN ALTERNATIVE TO SOIL TREATMENT.
7. **PESTICIDE DISPOSAL**
ALL EMPTY PESTICIDE CONTAINERS AND UNWANTED PESTICIDES MUST BE DISPOSED OF IN ACCORDANCE WITH PRODUCT LABEL INSTRUCTIONS.

3.0 Isolator Row Step By Step Maintenance Procedures

- Step 1) Inspect Isolator Row for sediment**
- i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log
 - iv. If sediment is at or above, 3 inch depth proceed to Step 2. If not proceed to step 3.
- B) All Isolator Rows**
- i. Remove cover from manhole at upstream end of isolator row
 - ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches) proceed to Step 2. If not proceed to Step 3.
- Step 2) Clean out Isolator Row using the JetVac process**
- A) A fixed culvert cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
 - B) Apply multiple passes of JetVac until backflow water is clean
 - C) Vacuum manhole sump as required
- Step 3) Replace all caps, lids and covers, record observations and actions**
- Step 4) Inspect & clean catch basins and manholes upstream of the StormTech system**

Sample Maintenance Log

Date	Stadia Rod Readings Fixed point to culvert bottom (1)	Fixed point to top of sediment (2)	Sediment Depth (1)-(2)	Observations/Actions	Inspector
3/15/01	63 ft.	none	0.1 ft.	New installation. Flood point is 0 frame at grade	djm
9/24/01	62	Some grit felt	0.1 ft.		sm
6/20/03	5.8		0.5 ft.	Mucky fast, debris visible in manhole and in isolator row, maintenance due	rv
7/1/05	63 ft.		0	System jetted and vacuumed	djm

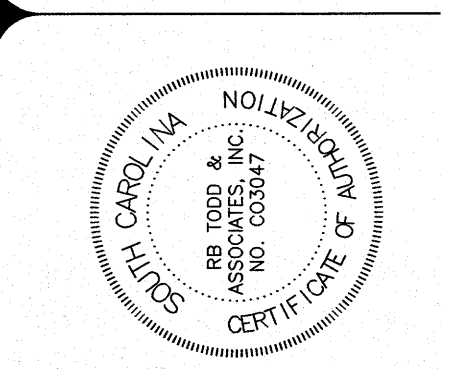
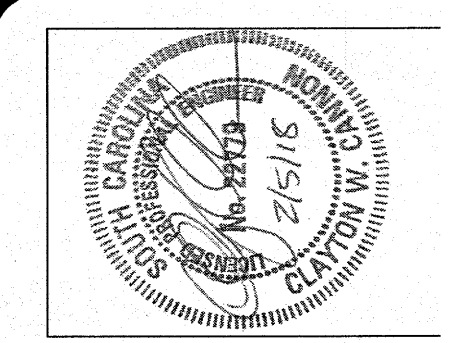


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COLUMBIA, SC 29201

REV #	REV DATE

SEDIMENT AND EROSION DETAILS

PROJ. NO.: 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C4.1

SEDIMENT AND EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGHOUT THE LENGTH OF CONSTRUCTION SILT FENCES AT ALL STORM DRAINAGE STRUCTURES AND ALONG THE PERIMETER OF CONSTRUCTION AS NECESSARY TO CONTAIN ALL SEDIMENT RUN-OFF WITHIN THE AREAS DISTURBED BY CONSTRUCTION.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
 - > WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - > WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. IF SITE INSPECTIONS IDENTIFY BERMS THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE-THIRD THE HEIGHT OF THE SEDIMENT FENCE. REMOVE SEDIMENTS FROM DETENTION POND WHEN SEDIMENTS ACCUMULATE TO A SIX INCH DEPTH.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING ALL SLOPES FROM FINISH GRADE TO NATURAL GROUND AND FOR PREVENTING EXCESSIVE EROSION FROM OCCURRING. IMMEDIATELY AFTER ESTABLISHING THE INTERMEDIATE ROUGH GRADE SLOPES AND AFTER REACHING THE FINAL GRADE SLOPES, THE CONTRACTOR SHALL PROVIDE GRASSING OF THESE SLOPES. WHEN SLOPES ARE DISTURBED BY SUBSEQUENT EXCAVATIONS FOR OTHER ITEMS, THE CONTRACTOR SHALL INSPECT THE REPAIRS AND CORRECT ANY DEFICIENCIES IN THE REPAIRS.
6. ALL GRADING WORK SHALL CONFORM SUBSTANTIALLY WITH THE GRADING PLANS, WHERE SPOT GRADES ARE INDICATED ON THE PLANS, THEY SHALL BE ESTABLISHED BY SCALING AND SHALL TAKE PRECEDENCE OVER CONTOURS. ALL GRADING BETWEEN SPOT GRADES SHALL BE SMOOTH AND UNIFORM.
7. THE CONTRACTOR SHALL ADEQUATELY COORDINATE THE INSTALLATION OF THE STORM DRAINAGE SYSTEM TO ENSURE THAT POSITIVE RUNOFF OF STORMWATER IS EFFECTED BOTH DURING CONSTRUCTION AND AFTER COMPLETION OF THE WORK.
8. IF NECESSARY, SLOPES WHICH EXCEED 8 VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
9. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION.
10. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS. THE CONTRACTOR SHALL REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
11. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
12. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
13. ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WOs. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOs.
14. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

EROSION CONTROL BLANKET

INSTALL SC150BN EROSION CONTROL BLANKET AS MANUFACTURED BY NORTH AMERICAN GREEN (NETTING MUST BE BIODEGRADABLE).
INSTALL AS PER MANUFACTURER'S RECOMMENDATION.

PREDOMINANT SOIL TYPES

ORANGEBURG – TYPE B

GRASSING PER 1000 SQUARE FEET (TEMPORARY)

FROM MAY 1 TO AUGUST 30		FROM SEPTEMBER 1 TO APRIL 30	
1 LB.	BROWNTOP MILLET GRASS	6 LBS.	ANNUAL RYEGRASS
15 LBS.	10-10-10 FERTILIZER	15 LBS.	10-10-10 FERTILIZER
5 LBS.	MAGNESIUM SULFATE	5 LBS.	MAGNESIUM SULFATE
10 LBS.	CALCIUM (GYPSUM)	10 LBS.	CALCIUM (GYPSUM)

GRASSING PER 1000 SQUARE FEET (PERMANENT)

(SEE GRASSING SPECIFICATION SECTION 329200)		FROM SEPTEMBER 1 TO APRIL 30	
6 – 8 OUNCES CENTIPEDE GRASS		6 – 8 OUNCES CENTIPEDE GRASS	
		3 LBS. COMMON RYE	
		1-1/2 LBS. UNHULLED BERMUDA	
1-1/2 LBS. UNHULLED BERMUDA		8 LBS. 15-15-15 FERTILIZER	

PROVIDE FLEXTERRA HP FOM WITH GRASS ON SLOPES 4:1 AND STEEPER AND WHERE INDICATED.

EROSION AND SEDIMENT CONTROL MEASURES

GENERAL

THE CONTRACTOR IS ADVISED THAT ALL GRADING AND DRAINAGE WORK ON THE PROJECT IS PERMITTED UNDER THE REQUIREMENTS OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, DIVISION OF STORMWATER MANAGEMENT. COMPLIANCE WITH THE PERMITTED CONDITIONS IS MANDATORY. THE CONTRACTOR SHALL RELY ON EXPERIENCE AND CONTROL OF THE WORK TO PROVIDE ADEQUATE AND ORDERLY CONSTRUCTION METHODS TO CONTROL STORMWATER RUNOFF AND PREVENT THE EXCESSIVE MIGRATION OF SEDIMENTS FROM THE SITE. THE CONTRACTOR ALSO SHALL DIRECT INSTALLATION OF NECESSARY TEMPORARY CONSTRUCTION MEASURES TO CONTROL STORMWATER RUNOFF. ALL STORMWATER MANAGEMENT MEASURES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND ANY REQUIRED MAINTENANCE SHALL BE PERFORMED. OWNER IS RESPONSIBLE FOR WEEKLY INSPECTIONS

SILT FENCES

SILT FENCES OR EQUIVALENT SEDIMENT CONTROL SHALL BE INSTALLED WHERE INDICATED AND MAINTAINED IN ACCORDANCE WITH THIS PLAN

STORM DRAINAGE STRUCTURES

TEMPORARY BARRIERS OF EITHER SILT FENCING OR ROCK RIPRAP SHALL BE INSTALLED AND MAINTAINED AROUND STORM DRAINAGE STRUCTURES UNTIL THEIR DRAINAGE AREA IS STABILIZED. STORM DRAINAGE PIPES, INCLUDING OUTLET PROTECTION, SHALL BE INSTALLED AS SOON AS EARTH GRADING IS ADEQUATE TO ACCEPT PIPE INSTALLATION. INLET STRUCTURES SHALL BE CONSTRUCTED AS THE EARTHFILL IS PLACED AND CONSTRUCTION SHALL AT ALL TIMES PROVIDE SURFACE DRAINAGE TO THEM. TEMPORARY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT EACH INLET AS THE EARTH FILL RISES.

STABILIZATION OF DISTURBED AREAS

DISTURBED AREAS SHALL RECEIVE STABILIZING MEASURES WITHIN 14 DAYS AFTER DISTURBANCES, UNLESS CONSTRUCTION WILL RESUME IN THAT AREA WITHIN 21 DAYS FROM WHEN ACTIVITIES CEASED

INSPECTION AND MAINTENANCE

SEDIMENT CONTROL SYSTEMS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER ANY RAINFALL EVENT EXCEEDING 0.5 INCH. ANY NEEDED CORRECTIONS OR MAINTENANCE SHALL BE ACCOMPLISHED IMMEDIATELY THEREAFTER.

REMOVAL OF SEDIMENT CONTROL SYSTEMS

TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AFTER EACH AFFECTED AREA HAS BEEN "FINALLY STABILIZED".

TEMPORARY DIVERSIONS

TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.

TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO PREVENT FLOW OF STORMWATER OVER DISTURBED AREA. TEMPORARY DIVERSION OUTLETS SHALL HAVE ADEQUATE CAPACITY AND TERMINATE INTO DENSE VEGETATION, ROCK RIP RAP, STORM STRUCTURES OR SIMILAR MEASURES TO REDUCE EROSION AT THE OUTLET. TEMPORARY DIVERSION CHANNELS SHALL BE CONSTRUCTED AND MAINTAINED AT A MINIMUM OF 1 PERCENT GRADE AND A MAXIMUM GRADE OF 2 PERCENT. THE CAPACITY OF TEMPORARY DIVERSIONS SHALL BE RESTORED ANYTIME THE EXCAVATED CHANNEL BECOMES FULL OF SEDIMENT AT ANY POINT IN THE LENGTH OF THE DIVERSION. THE RIDGE AND CHANNEL OF THE TEMPORARY DIVERSIONS SHALL BE STABILIZED WITH TEMPORARY VEGETATION IMMEDIATELY AFTER CONSTRUCTION AND RE-STABILIZED AFTER EACH DISTURBANCE.

GENERAL MAINTENANCE NOTES

PAVEMENT CLEANING

- SWEEP PARKING LOTS AND OTHER PAVED AREAS PERIODICALLY TO REMOVE DEBRIS. DISPOSE OF ANY DEBRIS IN GARBAGE.
- IF OUTDOOR PAVEMENT CLEANING WITH DETERGENT IS REQUIRED, COLLECT WASH WATER AND DISPOSE IN INDOOR SINKS OR DRAINS FOR DISCHARGE TO THE SANITARY SEWER. CONTACT LOCAL WASTEWATER TREATMENT AGENCY IF REQUIRED.

LITTER CONTROL

- PROVIDE ADEQUATE TRASH RECEPTABLES FOR YOUR EMPLOYEES. THIS HELPS KEEP TRASH FROM OVERFLOWING THE RECEPTABLES.
- PICK UP LITTER AND OTHER WASTE DAILY FROM OUTSIDE AREAS INCLUDING STORM DRAIN INLET GRATES.

WASTE DISPOSAL

- INSPECT DUMPSTER AND OTHER WASTE CONTAINERS PERIODICALLY. REPAIR OR REPLACE LEAKY DUMPSTERS AND CONTAINERS.
- COVER DUMPSTERS AND ANY OTHER WASTE CONTAINERS.
- NEVER DISPOSE OF WASTE PRODUCTS IN STORM DRAIN INLETS.
- RECYCLE ANY WASTES PROPERLY.

MATERIAL STORAGE

- STORE MATERIALS SUCH AS GREASE, PAINTS, DETERGENTS, METAL, AND RAW MATERIALS IN APPROPRIATE LABELED CONTAINERS.
- MAKE SURE ALL OUTDOOR STORAGE CONTAINERS HAVE LIDS, AND THAT LIDS ARE ADEQUATELY CLOSED.
- STORE STOCKPILED MATERIALS INSIDE A BUILDING, UNDER A ROOF, OR COVERED WITH A TARP TO PREVENT CONTACT WITH RAIN.

EQUIPMENT/VEHICLE CLEANING

- MAINTAIN EQUIPMENT AND VEHICLES REGULARLY. CHECK AND FIX ANY LEAKS.
- USE DRIP PANS TO COLLECT LEAKS OR SPILLS DURING MAINTENANCE ACTIVITIES.
- WASH EQUIPMENT/VEHICLES IN A DESIGNATED OR COVERED AREA WHERE THE WASH WATER IS COLLECTED TO BE RECYCLED OR DISCHARGED TO THE SANITARY SEWER. CONTACT LOCAL WASTEWATER TREATMENT COMPANY.

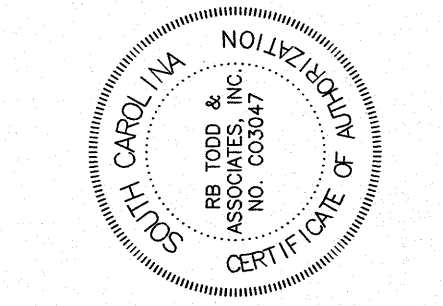
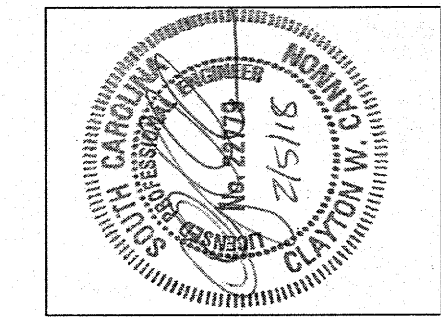
GROUNDS MAINTENANCE

- BLOW OR RAKE LEAVES INTO A PILE AND CONTAIN FOR PICKUP OR DISCARD INTO GARBAGE. DO NOT ALLOW LEAVES TO COLLECT IN GUTTER OR STORM DRAINS.
- COLLECT YARD WASTE FOR COMPOSTING
- STORE STOCK PILED MATERIALS INSITE A BUILDING, OR COVERED WITH A SECURE TARP OR SHEETING TO PREVENT CONTACT WITH RAIN.
- PICK UP LITTER AND OTHER WASTES REGULARLY FROM OUTSIDE AREAS INCLUDING STORM INLET GRATES.
- USE DRY CLEAN UP METHODS, SUCH AS SWEEPING, TO PRESERVE WATER AND WATER QUALITY.
- NEVER DISPOSE OF WASTE PRODUCTS IN STORM DRAIN INLETS.
- ENSURE ADEQUATE TRASH RECEPTABLES ARE AVAILABLE.
- LIMIT PEST PREFERRED HABITAT (IVY, STANDING WATER, WOODPILES, AND MULCH)
- MINIMIZE USE OF PESTICIDES AND FERTILIZERS TO MAJOR PROBLEM AREAS.
- DO NOT APPLY PESTICIDES OR FERTILIZERS BEFORE RAINSTORMS AS THEY MAY BE WASHED AWAY INTO STORM DRAIN.
- RECYCLE OR DISPOSE OF CHEMICAL WASTES PROPERLY
- SOAK UP LEAKS AND SPILLS WITH AN ABSORBENT. DISPOSE OF PROPERLY.
- MAINTAIN EQUIPMENT AND VEHICLES REGULARLY. CHECK FOR AND FIX ANY LEAKS.

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WAYNE ST
COLUMBIA, SC 29201

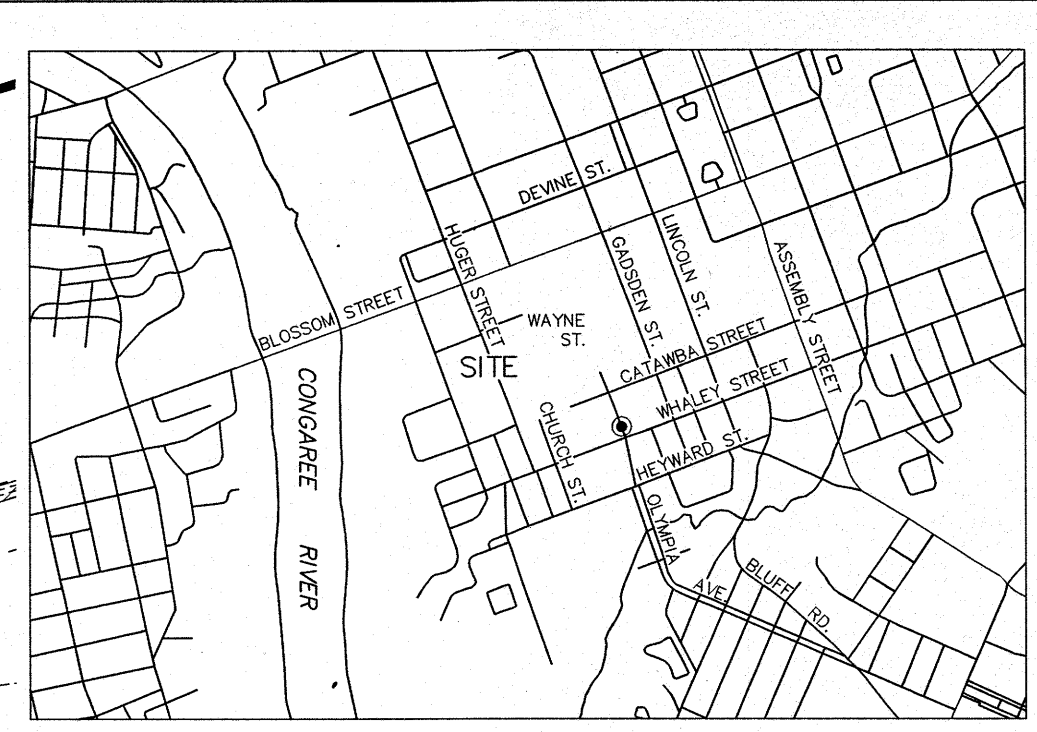
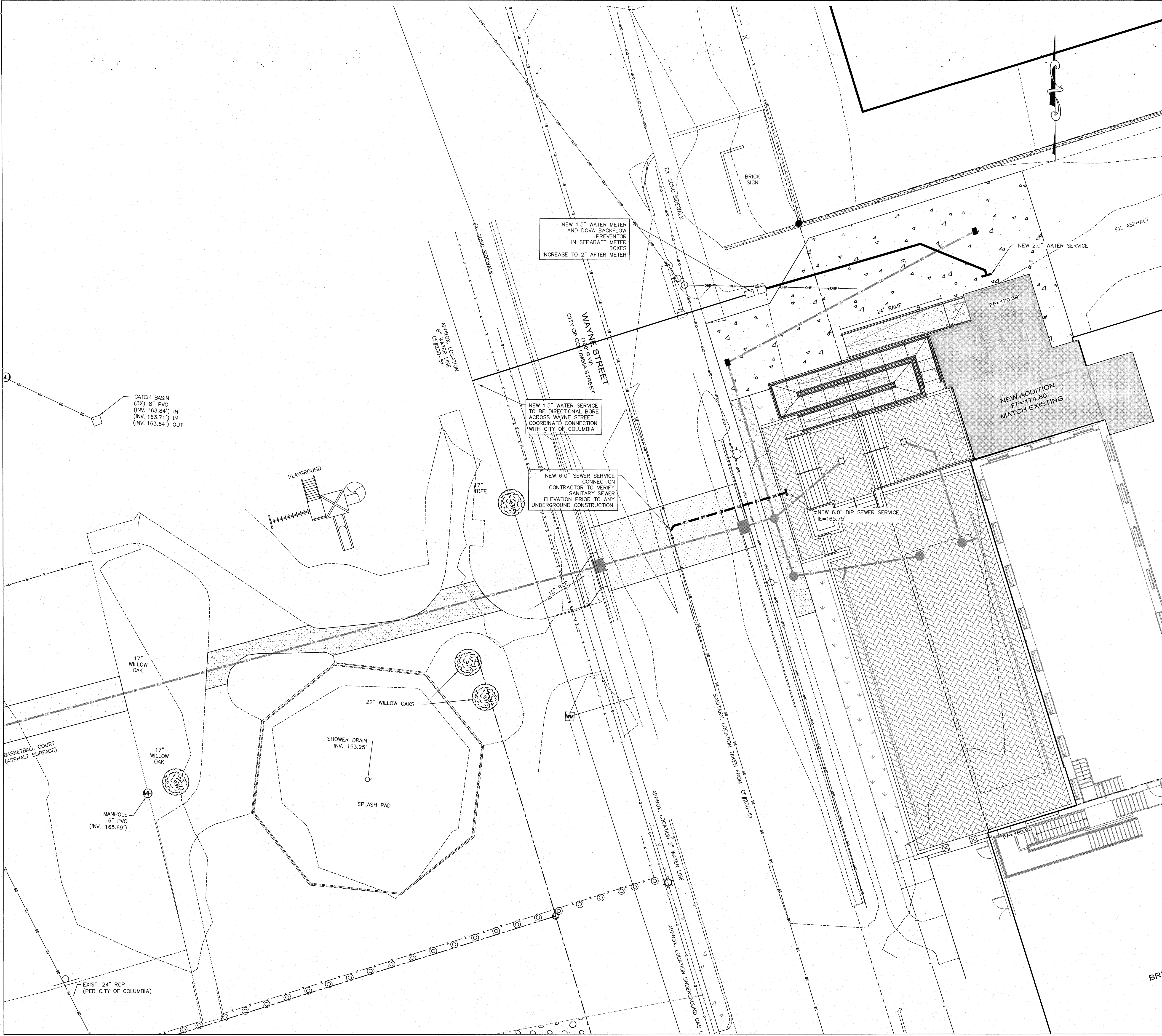
Attachment: 346-03 LAND DISTURBANCE 701 WHALEY PHASE II Plans (8993 : Storm Drain Reimbursement Pacific Park)

REV #	REV/DATE

SEDIMENT
AND
EROSION
NOTES

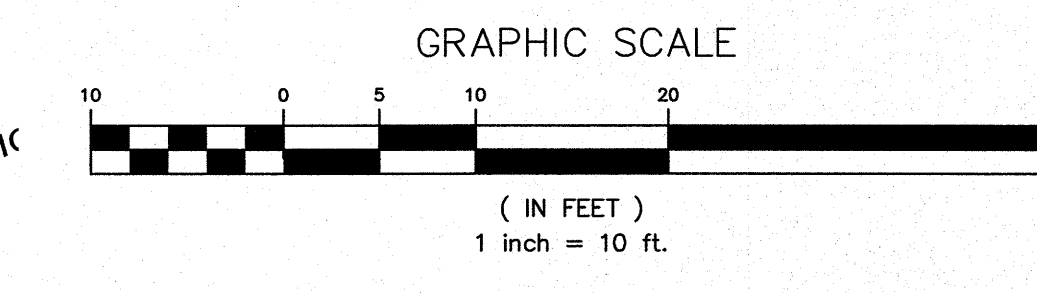
PROJ. NO. : 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C4.2



LEGEND		
NEW	EXISTING	DESCRIPTION
N/A	N/A	BENCHMARK/CONTROL POINT
N/A	N/A	PROPERTY LINE
		BUILDING
		CURB AND GUTTER
		CONCRETE SIDEWALK
		LIGHT DUTY BITUMINOUS SURFACE
		HEAVY DUTY BITUMINOUS SURFACE
N/A		TREE
		CONTOUR
		SPOT ELEVATION
		FIRE HYDRANT
		LIGHT POLE
		WATER VALVE
		WATER METER
		WATER MAIN/SERVICE
		STORM DRAIN LINE W/STRUCTURE
		SANITARY SEWER LINE W/MANHOLE
		SANITARY SEWER CLEANOUT
		CHAIN LINK FENCE
	N/A	KEY NOTE REFERENCE
		RIP RAP PROTECTION
		ROOF DRAIN PIPING

- UTILITY NOTES:**
- ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
 - CONTRACTOR MUST VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT P.U.P.S. AT 811 FOR UNDERGROUND UTILITIES LOCATION.
 - ALL WATER TAP FEES SHALL BE THE RESPONSIBILITY OF THE OWNER. CONTRACTOR TO COORDINATE PAYMENT BY OWNER FOR ALL TAPPING OF EXISTING WATERLINES WITH THE CITY WATER DEPARTMENT.
 - NO USAGE ALLOWED UNTIL OPERATION PERMITS RECEIVED FROM CITY WATER DEPARTMENT AND SCDECC.
 - CONTRACTOR TO PROVIDE THRUST BLOCKING OR MECHANICAL RESTRAINT ON WATER LINES AT ANY BEND, TEES, OR CHANGE IN DIRECTION IN THE LINES WHETHER SHOWN OR OMITTED.
 - PROVIDE A TEMPORARY STONE SPLASH PAD AT ALL FIRE HYDRANTS OR OTHER POINTS OF DISCHARGE DURING TESTING OF WATER DISTRIBUTION SYSTEM.
 - WHERE PVC OR POLYETHYLENE PIPE IS USED IN WATER MAIN CONSTRUCTION, A CONTINUOUS #12 GAUGE BLUE INSULATED COPPER TRACER WIRE, APPROVED BY THE MANUFACTURER FOR DIRECT BURIAL, SHALL BE INSTALLED IN THE TRENCH A MINIMUM 6" ABOVE THE TOP OF THE WATER LINE. THE TRACER WIRE SHALL TERMINATE AT EACH VALVE OR METER AND TRACKING PIPE AND PREVENT INTERFERENCE OF OPERATING THE VALVE OR METER.
 - PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
 - WATER MAINS THAT ARE CONSTRUCTED ADJACENT TO ROADS MUST BE INSTALLED A MINIMUM OF 36 INCHES BELOW THE ELEVATION OF THE EDGE OF ROADWAY. A MINIMUM OF 36 INCHES OF COVER MUST BE PROVIDED OVER THE MAINS.
 - ALL WATER MAIN 4" TO 8" TO BE AWWA C900 DR18 PVC UNLESS OTHERWISE SPECIFIED.
 - CONTRACTOR TO FURNISH AND INSTALL BACKFLOW PREVENTION DEVICES AS APPROVED BY SCDECC. CONTRACTOR TO PROVIDE COPIES OF IN-PLACE TEST RESULTS OF BACKFLOW PREVENTION DEVICES. TEST SHALL BE PERFORMED BY A CERTIFIED TESTER AND RESULTS REPORTED IN ACCORDANCE WITH SCDECC STANDARD FORMAT.
 - ALL FIRE LINE WATER MAIN CONSTRUCTION TO BE IN ACCORDANCE WITH NFPA 24, LATEST EDITION.
 - ALL VALVES AND FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH PRESSURE RATINGS OF 350 PSI.
 - CONTRACTOR SHALL VERIFY ALL RIM ELEVATIONS PRIOR TO CONSTRUCTION TO INSURE A MINIMUM 3" PROJECTION OF RIM ABOVE FINISHED GRADE ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL INSURE THAT ALL MANHOLE'S LOCATED IN ROAD TO BE FLUSH WITH PROPOSED GRADE. CONTRACTOR TO ADJUST ANY EXISTING RIM TO MEET STANDARDS.
 - SEWER LINES AND MAINS SHALL CONFORM TO "10 STATES STANDARD" SECTION 29.3, AT A MINIMUM (RELATION TO WATER LINES).
 - ALL SEWER PIPES, 8" IN SIZE UNLESS OTHERWISE NOTED, SHALL BE SDR35 PVC.
 - ALL DISTURBED UTILITY ROUTES TO BE SEEDED AS SOON AS PRACTICALLY POSSIBLE UPON COMPLETION OF CONSTRUCTION IN THAT AREA.
 - ALL MANHOLES WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN OR IN ROAD TO HAVE WATER TIGHT BOLT ON MANHOLE COVERS.
 - ALL SANITARY SEWER LATERALS TO BE 4" DIP PIPE LINED WITH PROTECTO 401 LINING UNLESS OTHERWISE NOTED.
 - ANY PAYMENT OR HARD SURFACE REMOVAL NECESSARY FOR UTILITY CONSTRUCTION TO BE REPAIRED OR REPLACED WHETHER SHOWN OR OMITTED ON THE PLANS.
 - CONTRACTOR TO STERILIZE AND PRESSURE TEST ALL WATER MAINS ACCORDING TO SCDECC REQUIREMENTS AND CITY WATER DEPARTMENT STANDARDS.
 - CONTRACTOR TO PROVIDE RECORD DRAWINGS AFTER UTILITY CONSTRUCTION REFLECTING LOCATIONS OF ALL STRUCTURES AND ANY INSTALLED BENDS, ETC. UTILITIES TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND A DIGITAL FILE PROVIDED TO THE ENGINEER FOR PREPARATION OF ASBUILTS AND FINAL INSPECTIONS WITH SCDECC. REDLINED UTILITY DRAWINGS WILL NOT BE ACCEPTABLE.
 - ON ALL FIRE LINE CONSTRUCTION, CONTRACTOR TO COMPLETE NFPA 24 CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING TO ENGINEER AFTER TESTING AND INSTALLATION.



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104-B VANTAGE POINT DR. CAYCE, SOUTH CAROLINA 29033

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C. 2012 LAMBERT ARCHITECTURE + CONSTRUCTION SERVICES

701 WHALEY PHASE II

701 WHALEY OWNER, LLC
701 WHALEY ST/ 214
WAYNE ST
COLUMBIA, SC 29201

REV#	REV DATE	REVISION
1	02/08/18	REVISION

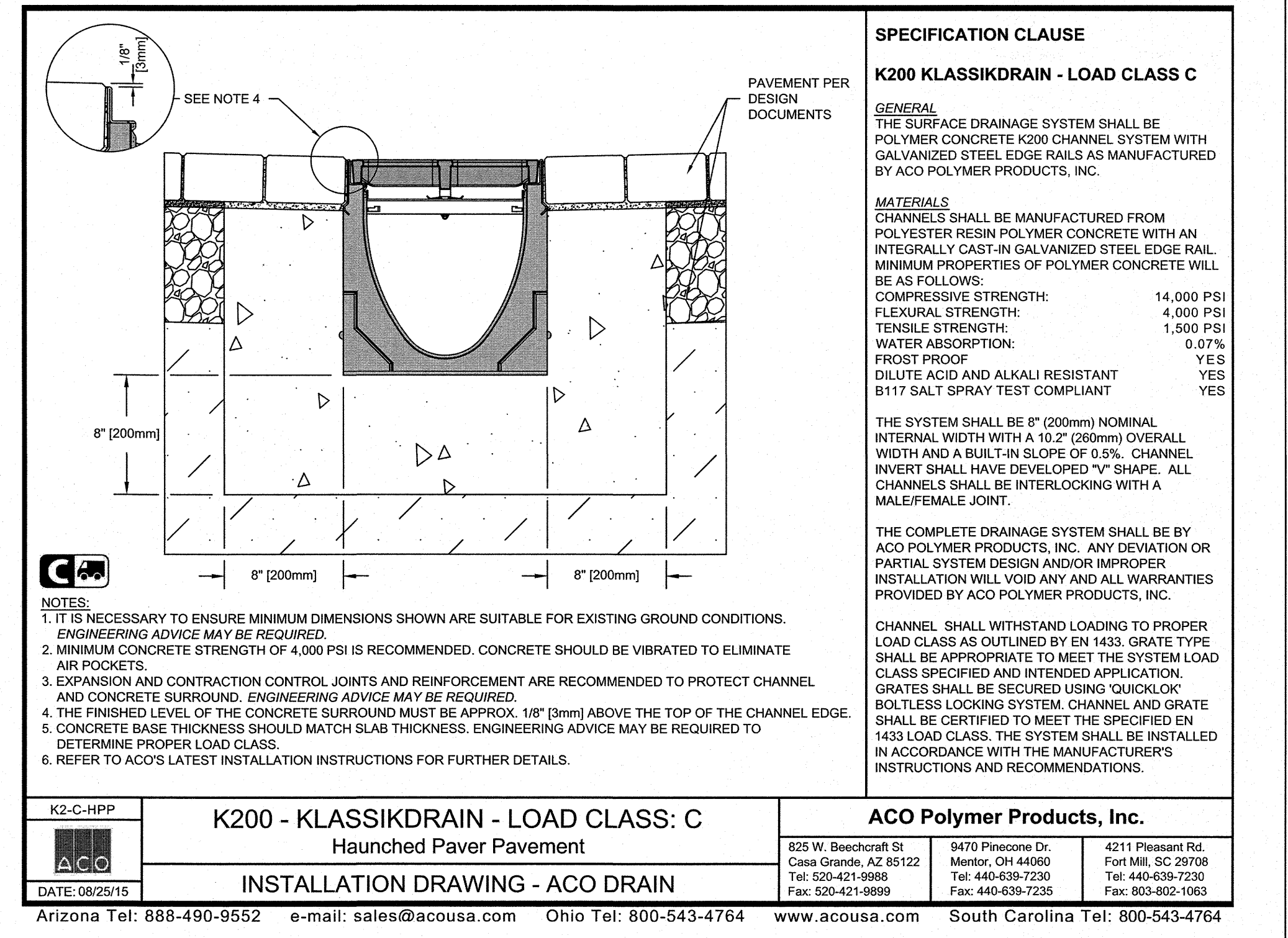
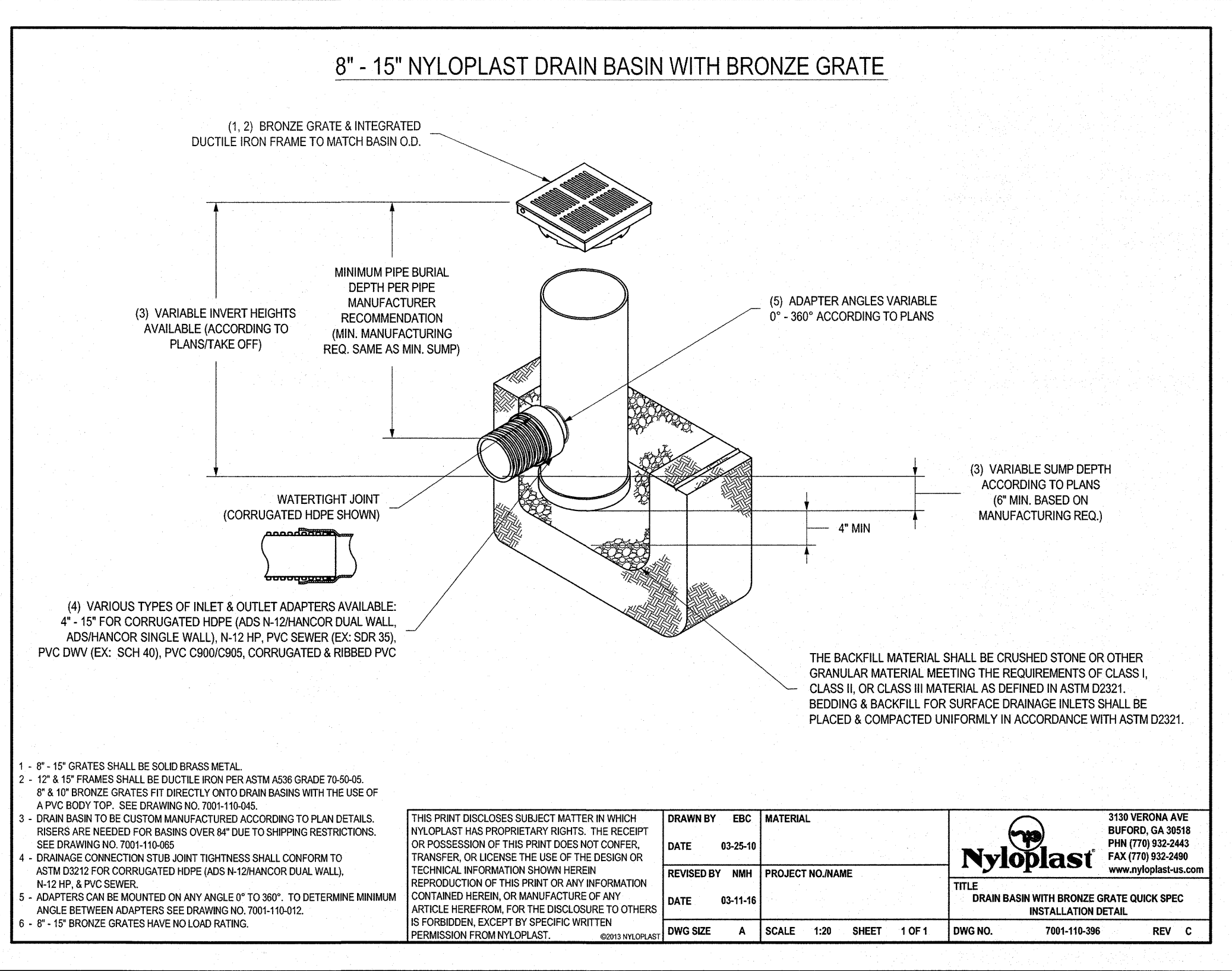
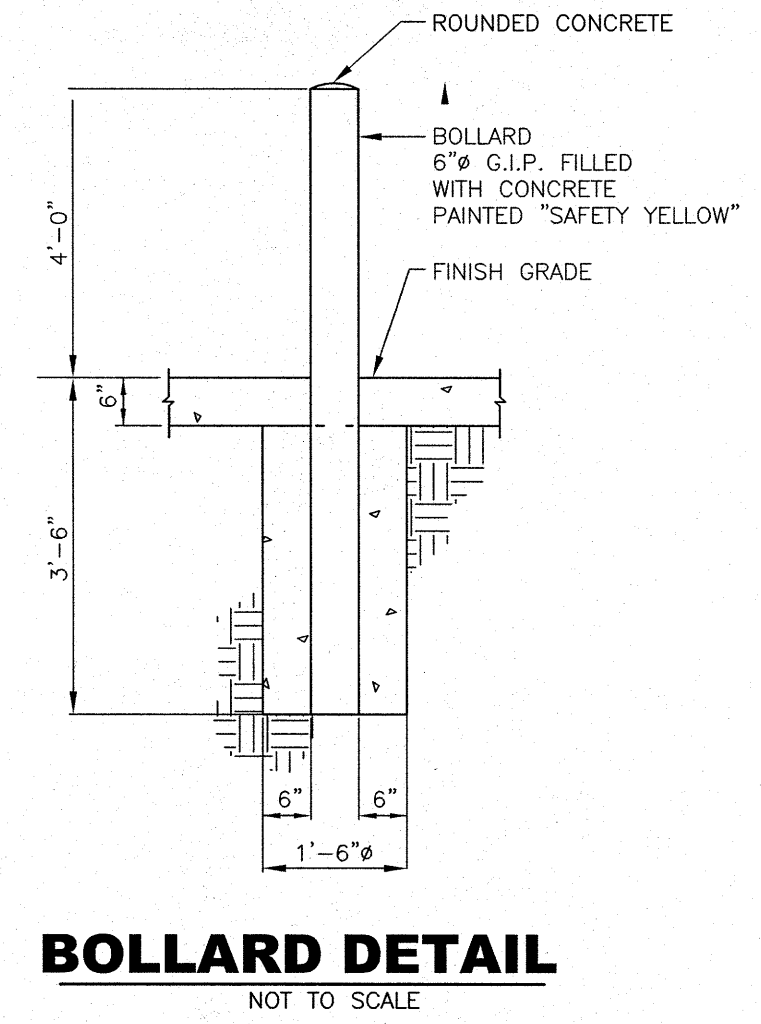
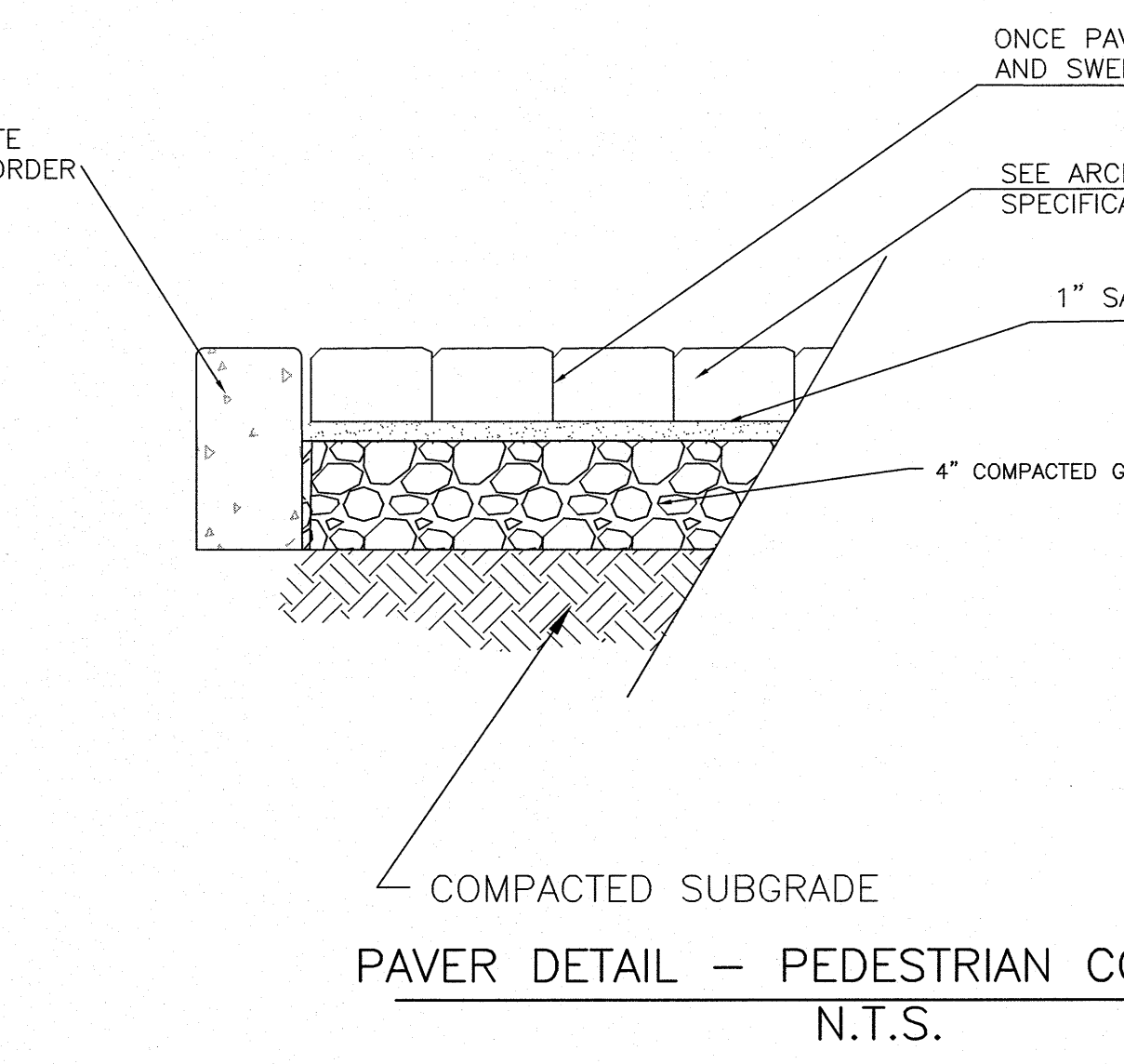
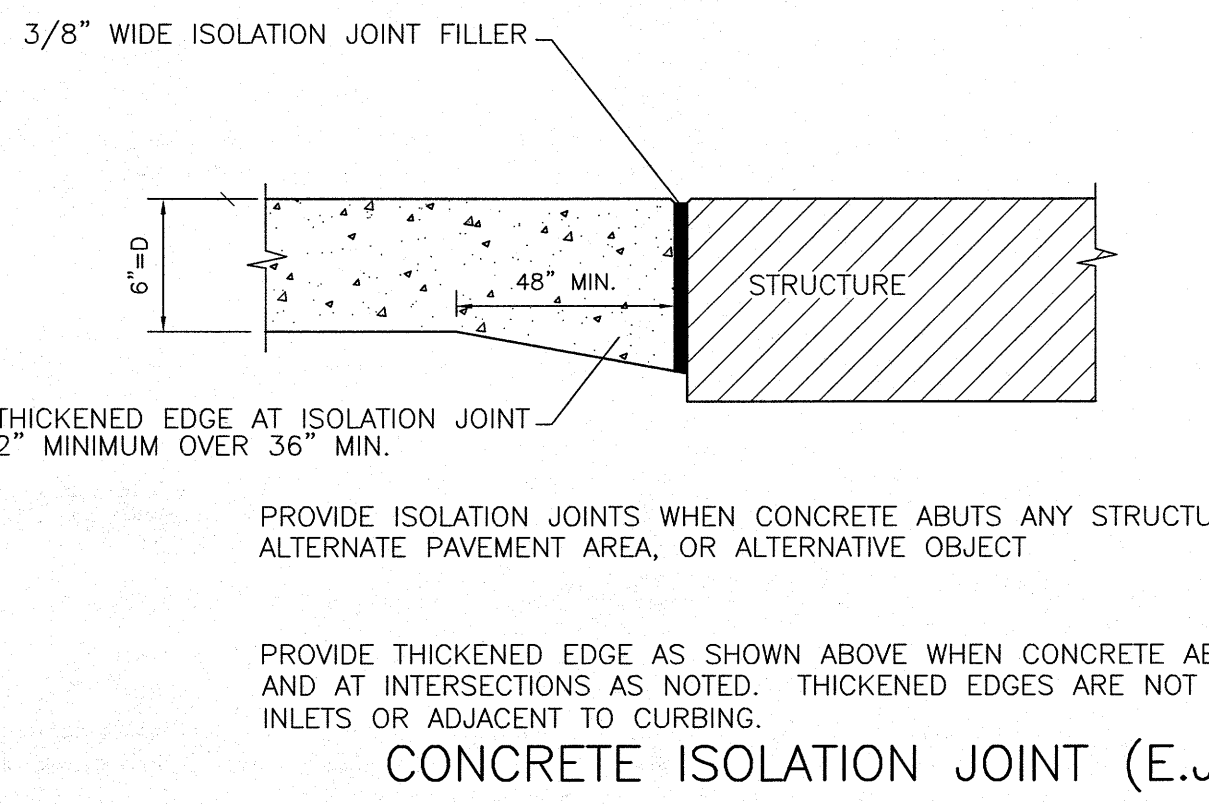
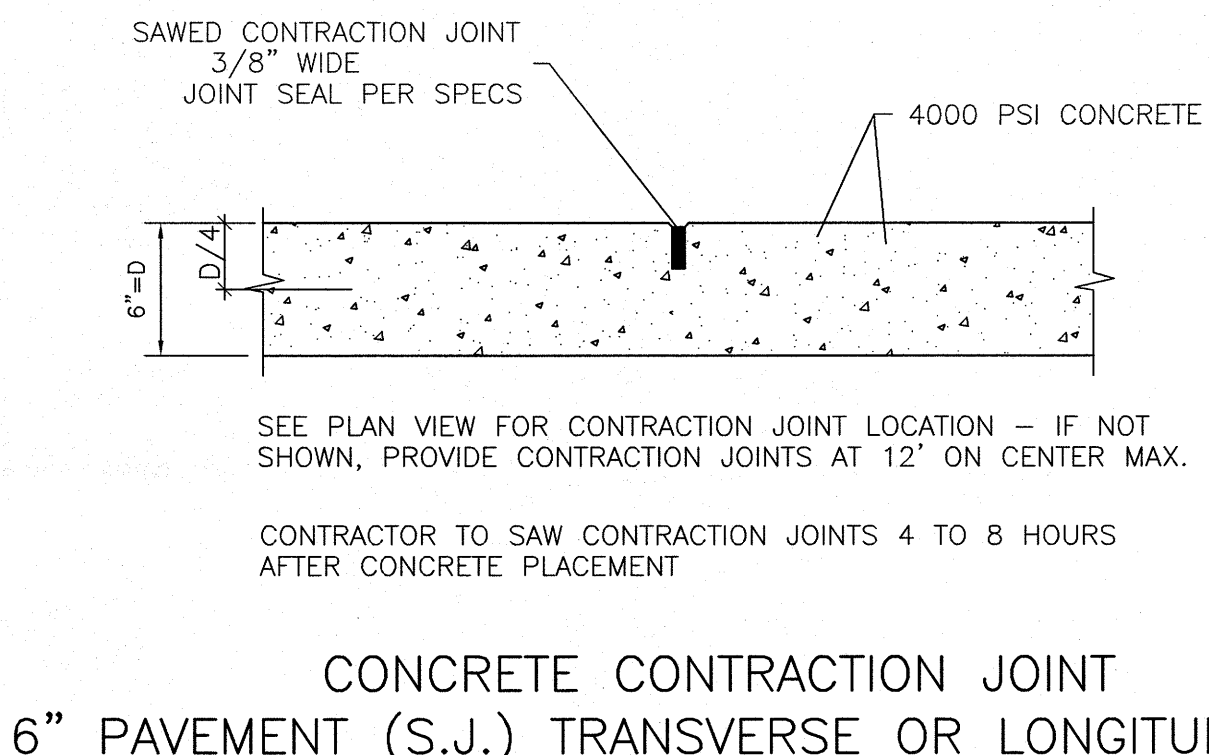
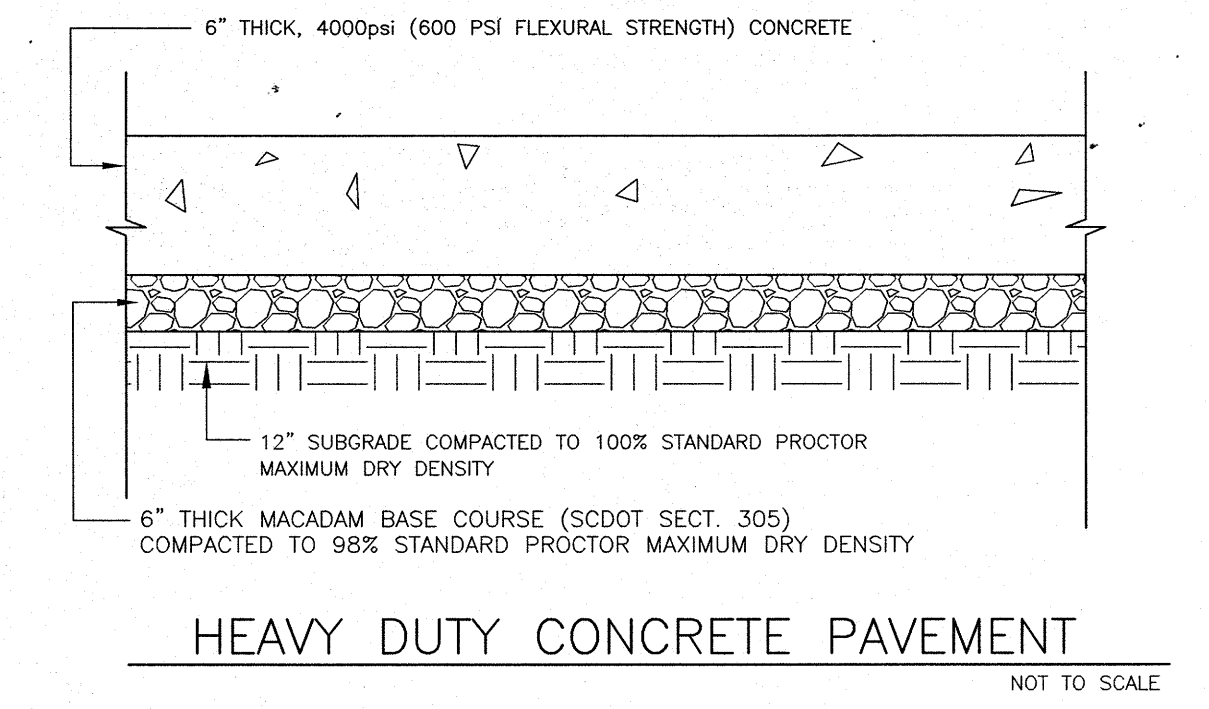
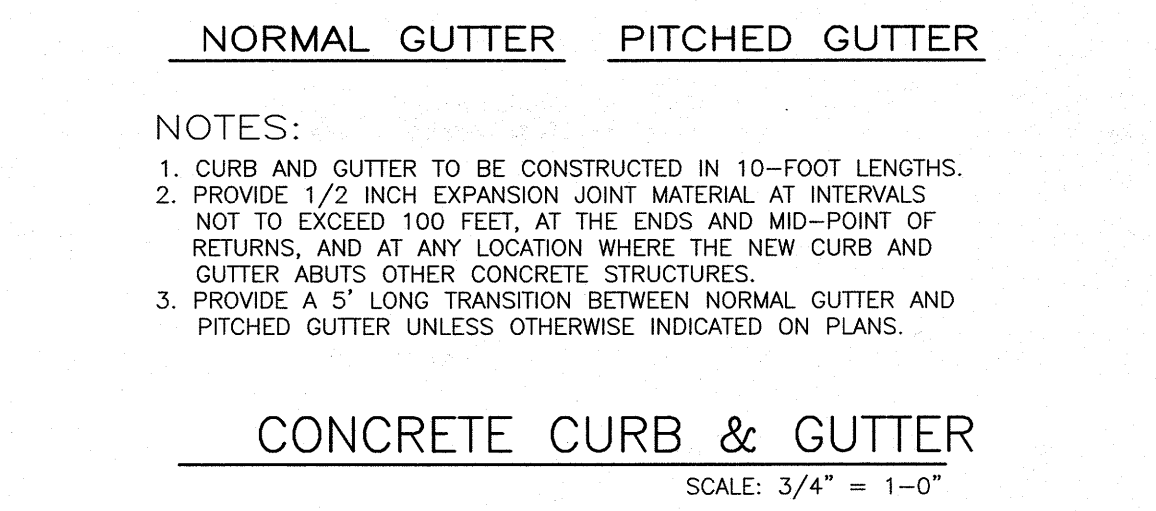
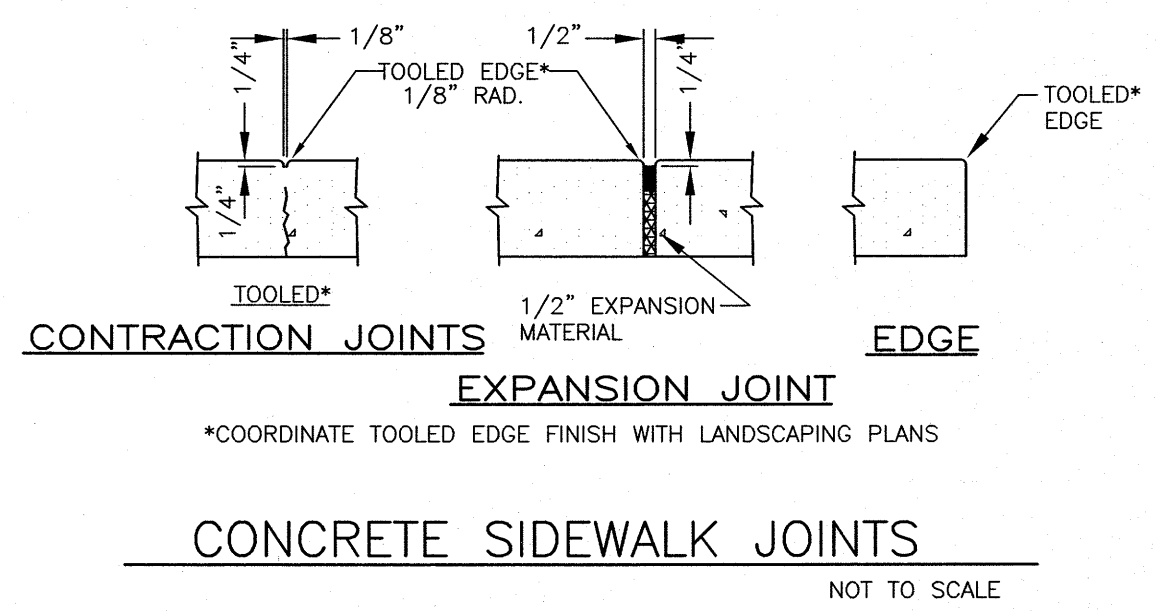
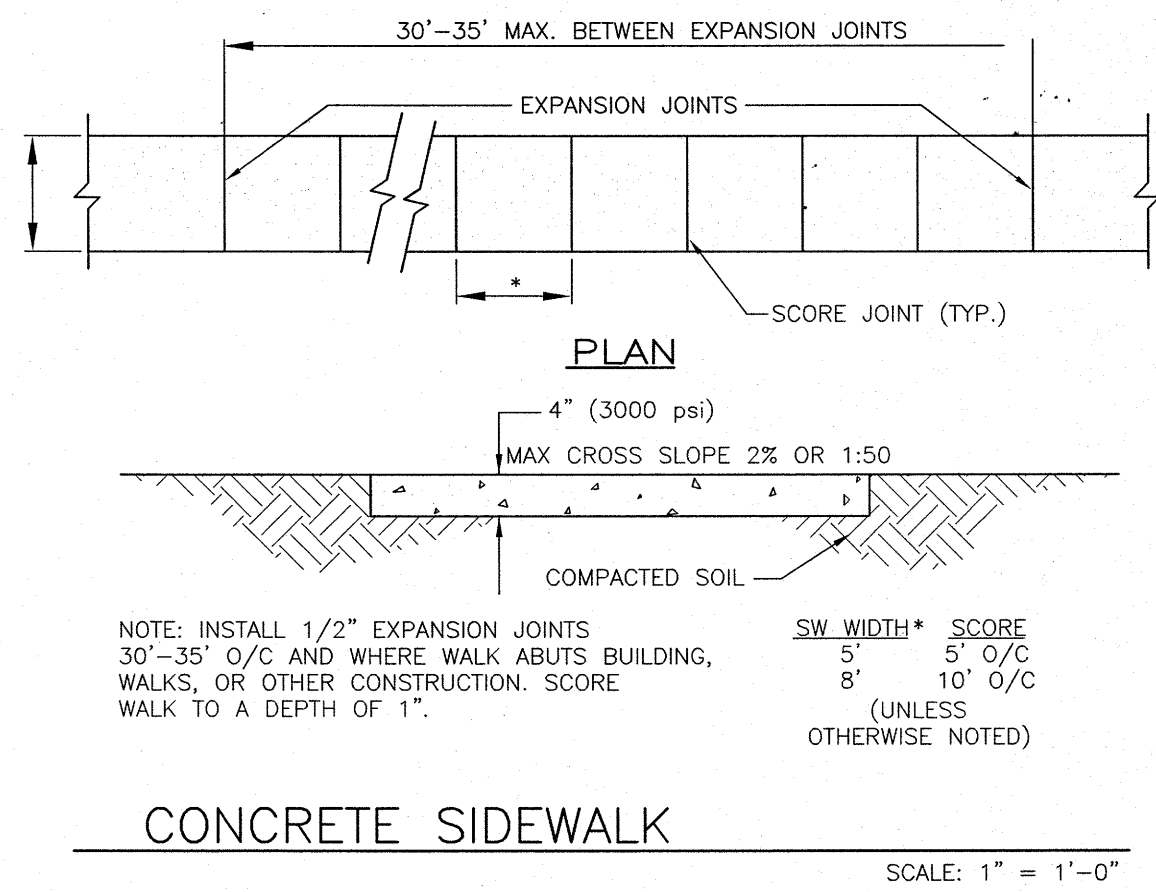
UTILITY PLAN

PROJ. NO.: 13-346
DRAWN BY: C.C.
DATE: 02.01.2018

C5.0

Packet Pg. 59

Oct 19, 2018 - 8:11am S:\Projects\1346 701 Whaley addition\Drawings\DWG\181016\13-346 701 Whaley.dwg



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701 WHALEY PHASE II

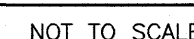
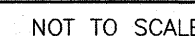
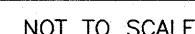
701 WHALEY OWNER, LLC
701 WHALEY ST/214
WAYNE ST
COLUMBIA, SC 29201

SITE DETAILS

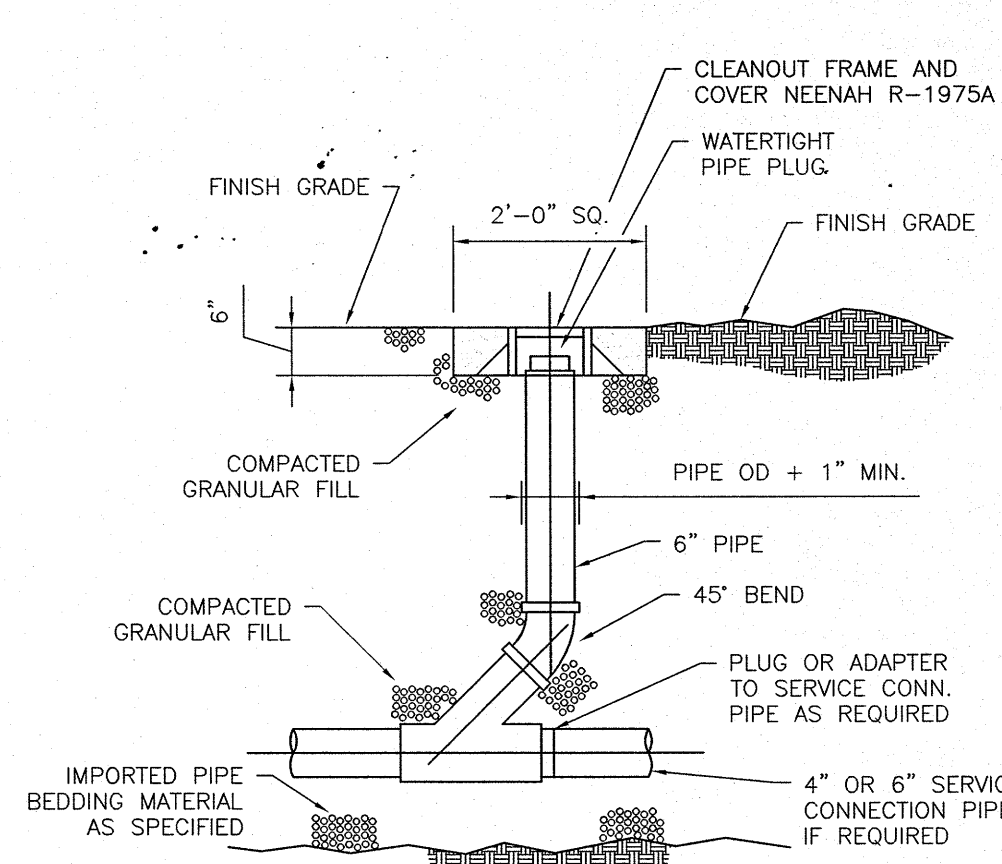
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DRAWN BY: C.C.
DATE: --,--,2018

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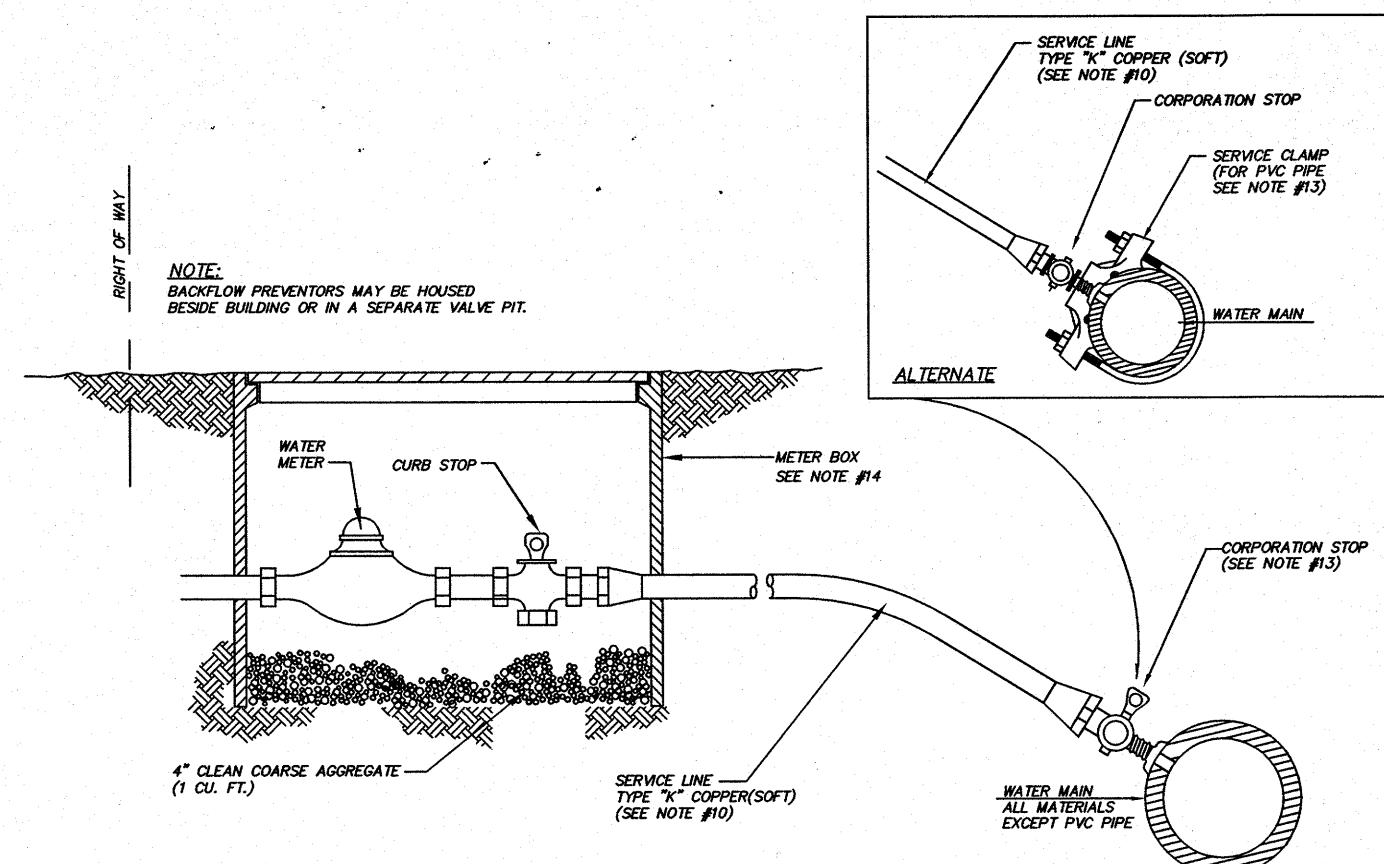


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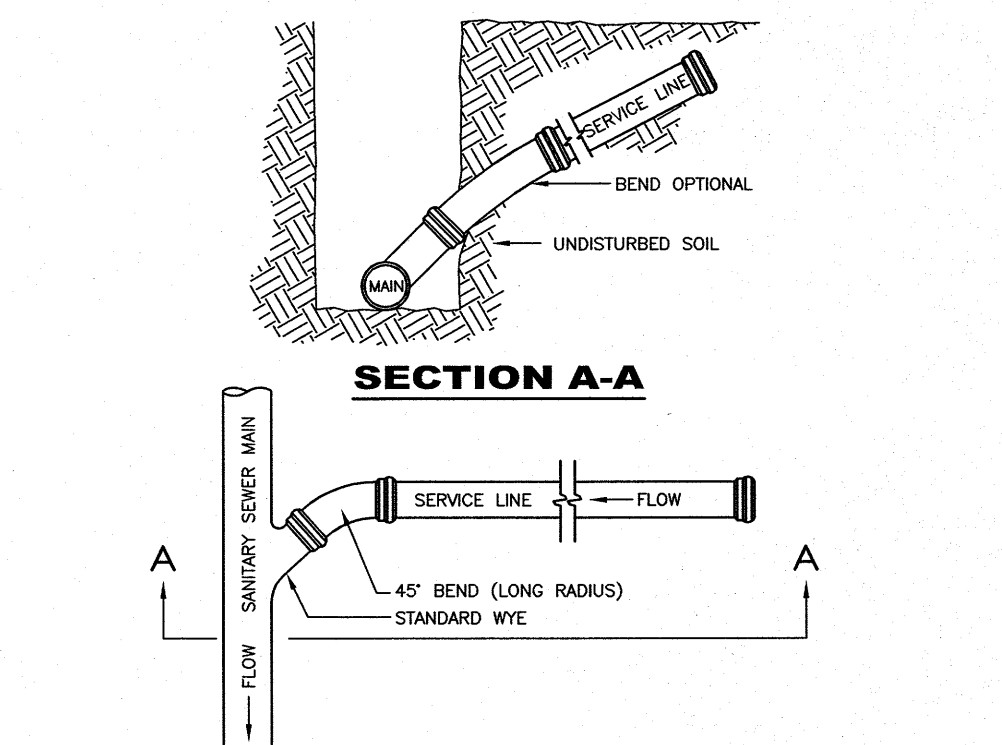
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NOT TO SCALE



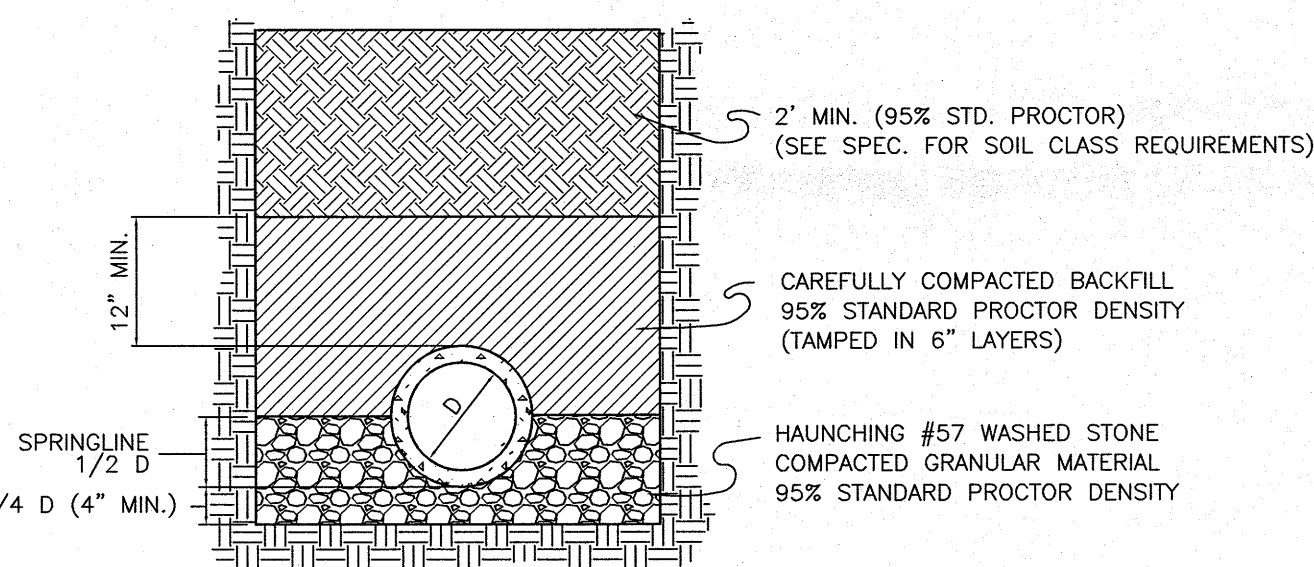
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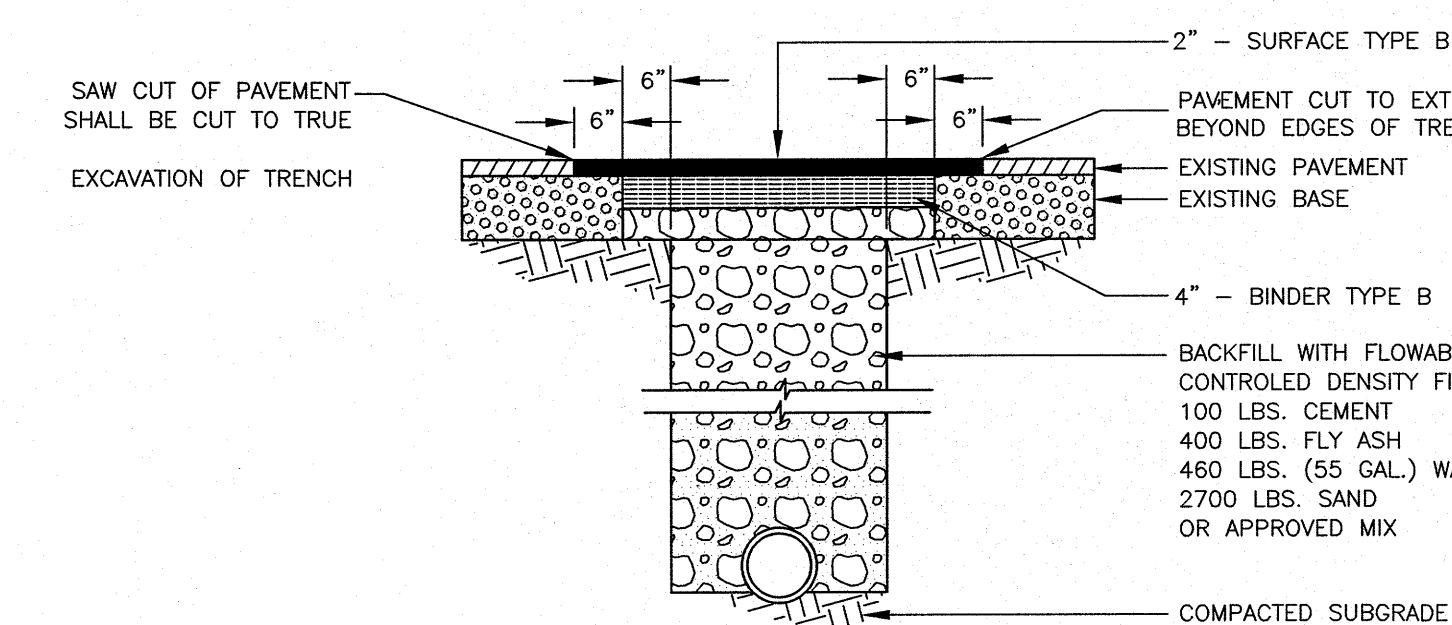
SANITARY SEWER SERVICE

NOT TO SCALE



BEDDING DETAIL FOR SANITARY SEWER LINES

NOT TO SCALE



PAVEMENT CUT & PATCH DETAIL

NOT TO SCALE

REFERENCES

NATIONAL DOCUMENTS

ASHTO NOTES

SCDOT DOCUMENTS

QUALIFIED PRODUCT LIST 14

RELATED DRAWINGS & KEYWORDS

719-001-01 TO 719-001-04

PRECONSTRUCTION SUPPORT ENGINEER

SOUTH CAROLINA ENGINEERING

REGISTERED PROFESSIONAL ENGINEER

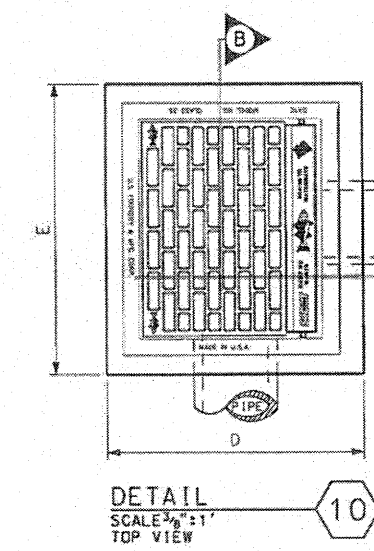
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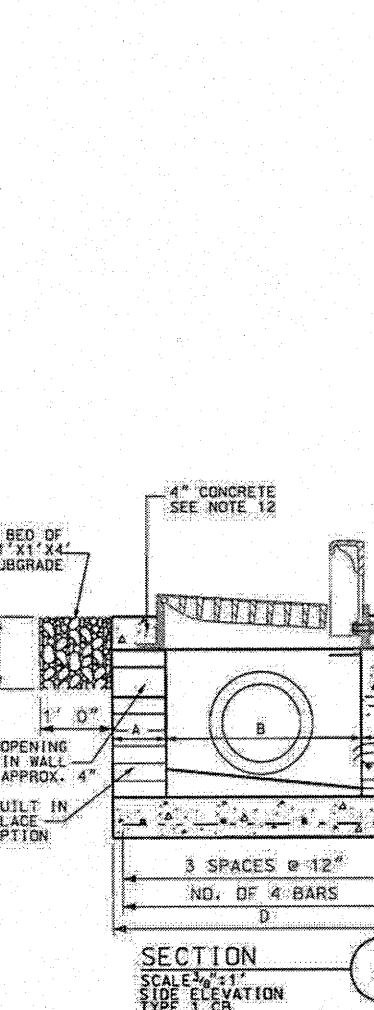
DATE MARCH 2, 2009

719-001-01

EFFECTIVE LITTING DATE MAY 2009



DETAIL
SCALE: 1/2\"/>



SECTION A-A
SCALE: 1/2\"/>



SECTION B-B
SCALE: 1/2\"/>

GENERAL NOTES

- ALL SIGN LOCATIONS ARE TO BE MEASURED FROM THE WORK AREA, WORK LIMITS FOR THE PROJECT SHALL BE DETERMINED BY THE ENGINEER AND AS INDICATED ON THE CONTRACT.
- INSTALL ADVANCE WARNING SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS NO LESS THAN 100 FEET FROM THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE OR ROADWAY WITH EARTH SHOULDER, AND NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE NEAR EDGE OF AN ADJACENT TRAVEL LANE OR ROADWAY WITH PAVED SHOULDER. WHEN CURB & GUTTER IS PRESENT, INSTALL THE SIGN NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE SIGN TO THE FACE OF THE CURB.
- SIGNPOSTS INDICATED ARE FOR NORMAL CONDITIONS; ADJUSTMENTS MAY BE REQUIRED DUE TO HORIZONTAL AND/OR VERTICAL ALIGNMENT OR OTHER SIGN DISTANCE RESTRICTIONS.
- ALL SIGNS MOUNTED ON PORTABLE SIGN SUPPORTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 6 FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN. ALL SIGNS MOUNTED ON GROUND MOUNTED CHANNEL OR SQUARE STEEL TUBE POSTS SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET FROM THE GROUND ELEVATION OF THE SIGN EDGE OF THE ADJACENT TRAVEL LANE TO THE BOTTOM OF THE SIGN UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT. MOUNT ALL SIGNS STRAIGHT AND LEVEL WITH THE FACE OF THE SIGN PERPENDICULAR TO THE SURFACE OF THE ROADWAY.
- REFLECTORIZED ORANGE ADVANCE WARNING SIGNS AND ANY ORANGE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A FLUORESCENT ORANGE COLORED PRISMATIC RETROREFLECTIVE SHEETING. REFLECTORIZED WHITE REGULATORY SIGNS AND ANY WHITE AREAS OF A MULTI-COLORED ADVANCE WARNING SIGN WITH A WHITE COLORED PRISMATIC RETROREFLECTIVE SHEETING.
- ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH ALL NCSP REPORT 350 REQUIREMENTS AND SHALL REQUIRE APPROVAL BY THE DEPARTMENT. ONLY THOSE TRAFFIC CONTROL DEVICES IN WORK ZONES ARE CONSIDERED ACCEPTABLE FOR USE. THE LIST MAY BE ACCESSED ON THE DEPARTMENT'S WEB SITE AT: www.scdot.org.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AND VARIATIONS THAT MAY BE NECESSARY FOR INSTALLING AND MOUNTING SIGNS IN AREAS OF CONCRETE MEDIAN BARRIERS, BRIDGE PARAPET WALLS OR COMPLETED GROUND.
- REFLECTORIZED ORANGE ADVANCE WARNING SIGNS ARE NOT REQUIRED. IF THIS TRAFFIC CONTROL IS BEING CONDUCTED IN THE NIGHTTIME HOURS, REPLACE ALL 36\"/>
- TYPE B BARRIERS SHALL HAVE A MINIMUM WIDTH OF 3 FEET UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- CONDUCT THE WORK IN SUCH A MANNER THAT WILL MINIMIZE ENCROACHMENT OF TRAFFIC CONTROL DEVICES, EQUIPMENT, PERSONNEL, MATERIALS OR ANY WORK RELATED VEHICLES INTO AN ADJACENT TRAVEL LANE OPEN TO TRAFFIC. INSTALL, MAINTAIN AND ADJUST THE TRAFFIC CONTROL DEVICES AS NECESSARY TO ENSURE PROPER DELINEATION OF THE WORK AREA.
- LANE CLOSURES ARE RESTRICTED TO MAXIMUM LENGTHS OF 2 MILES UNLESS OTHERWISE DIRECTED BY THE SPECIAL PROVISIONS AND/OR THE DEPARTMENT.
- IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS WITHIN THE SAME TRAVEL LANE UNDER TWO SEPARATE LANE CLOSURES ON A LOW SPEED URBAN ROADWAY, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 1 MILE FROM THE END OF THE FIRST CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE SECOND CLOSURE.
- IF WORK IS BEING CONDUCTED SIMULTANEOUSLY AT TWO DIFFERENT LOCATIONS IN THE SAME DIRECTION BUT WITHIN TWO DIFFERENT TRAVEL LANE UNDER TWO SEPARATE LANE CLOSURES ON A LOW SPEED URBAN ROADWAY, SEPARATE THE TWO LANE CLOSURES BY NO LESS THAN 1 MILE FROM THE END OF THE FIRST CLOSURE THAT A MOTORIST WILL ENCOUNTER TO THE BEGINNING OF THE SECOND CLOSURE.
- UTILIZATION OF A CHANGEABLE MESSAGE SIGN IS OPTIONAL WITH THE TRAFFIC CONTROL SETUP. HOWEVER, WHEN A CHANGEABLE MESSAGE SIGN IS UTILIZED, INSTALL THE SIGN AS ILLUSTRATED ON THE STANDARD DRAWING UNLESS OTHERWISE DIRECTED BY THE SPECIAL PROVISIONS, THE PLANS AND/OR THE ENGINEER. INSTALL THE CHANGEABLE MESSAGE SIGN NO LESS THAN 6 FEET FROM THE NEAR EDGE OF THE ADJACENT TRAVEL LANE AND SUPPLEMENT THE SIGN LOCATION WITH NO LESS THAN 6 PORTABLE PLASTIC DRUMS FOR DELINEATION AS ILLUSTRATED. 36\"/>
- THE DEPARTMENT RESERVES THE RIGHT TO RESTRICT WORK OPERATIONS AND/OR WITHIN THE MONTHLY PERIODS OF THE TRAFFIC CONTROL IS NOT PROPERLY INSTALLED AND MAINTAINED AS DIRECTED BY THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE STANDARD DRAWINGS, THE PLANS AND/OR THE ENGINEER.
- THIS TRAFFIC CONTROL SETUP APPLIES TO THE INSTALLATION OF A LANE CLOSURE ON AN URBAN ROADWAY WITH A POSTED REGULATORY SPEED LIMIT OF 35 MPH OR LESS.

*** LEFT LANE CLOSURE**

- SIGNS ILLUSTRATED ARE FOR A RIGHT LANE CLOSURE.
- WHEN CLOSING THE LEFT TRAVEL LANE, USE THE FOLLOWING:
 - NO-40-48
 - NO-50-48-A
- LOCATE THE SIGNS ON THE BARRIERS TO THE LEFT OF THE TRAFFIC SHALL SLOPE DOWNWARD FROM THE UPPER LEFT TO THE LOWER RIGHT.
- THE FLASHING ARROW AND THE LARGE ARROW SIGN (W16-44) SHALL POINT TO THE RIGHT.
- THE CHANGEABLE MESSAGE SIGN SHALL FLASH ALTERNATELY TO READ "LEFT LANE CLOSED - AHEAD" AND "LEFT LANE CLOSED - AHEAD".

PORTABLE TRUCK MOUNTED ATTENUATOR

- UTILIZE A TRUCK MOUNTED ATTENUATOR ATTACHED TO THE REAR OF A TRUCK WITH A MINIMUM CROSS VERTICAL HEIGHT (COMB OF 3000 POUNDS) ACTUAL HEIGHT, IF THE ADDITION OF SUPPLEMENTAL WEIGHT TO THE VEHICLE AS BALLAST IS NECESSARY, CONTAIN THE MATERIAL WITHIN A STRUCTURE CONSTRUCTED OF STEEL. CONSTRUCT THIS STEEL STRUCTURE TO HAVE A MINIMUM OF FOUR SIDES AND A BOTTOM, A TOP IS OPTIONAL. BOLT THE STRUCTURE TO THE FRAME OF THE TRUCK. UTILIZE A SUFFICIENT NUMBER OF FASTENERS TO ATTACH THE STEEL STRUCTURE TO THE FRAME OF THE TRUCK TO ENSURE THE STRUCTURE WILL NOT SEPARATE FROM THE FRAME OF THE TRUCK DURING AN IMPACT UPON THE ATTACHED TRUCK MOUNTED ATTENUATOR. UTILIZE EITHER DRY LOOSE SAND OR STEEL REINFORCED CONCRETE FOR BALLAST MATERIAL WITHIN THE STEEL STRUCTURE TO ACHIEVE THE NECESSARY WEIGHT. THE BALLAST MATERIAL SHALL REMAIN CONTAINED WITHIN THE COUPLES OF THE STEEL STRUCTURE AND SHALL NOT PROTRUDE FROM THE STEEL STRUCTURE IN ANY MANNER.
- LOCATE THE TRUCK MOUNTED ATTENUATOR 100 FEET IN ADVANCE OF THE WORK AREA UNLESS OTHERWISE SPECIFIED.
- PROVIDE, INSTALL AND MAINTAIN THE TRUCK MOUNTED ATTENUATOR AS SPECIFIED BY THE STANDARD SPECIFICATIONS AND AS DIRECTED BY THE ENGINEER.
- DUE TO THE WEIGHT OF A TRUCK MOUNTED ATTENUATOR, THE TRUCK MOUNTED ATTENUATOR, SUPPLEMENTED WITH AN ADVANCE WARNING ARROW PANEL, MAY BE REPLACED WITH A TRAILER MOUNTED ADVANCE WARNING ARROW PANEL WHEN THE TRAFFIC CONTROL SETUP IS UTILIZED FOR ASPHALT CONCRETE PAVEMENT OPERATIONS. REPLACEMENT WITH A TRAILER MOUNTED ADVANCE WARNING ARROW PANEL SHALL REQUIRE THE ENGINEER'S APPROVAL.

ADVANCE WARNING ARROW PANEL

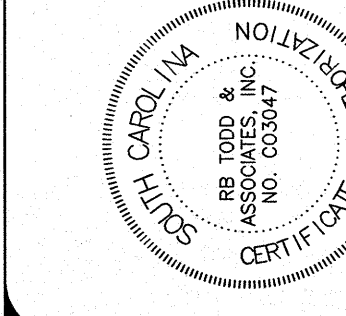
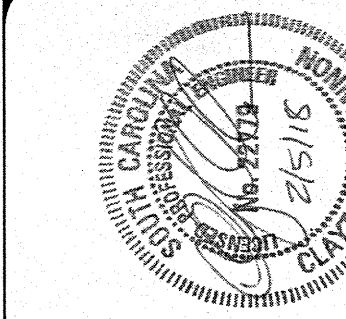
ALL ADVANCE WARNING ARROW PANELS SHALL BE 48\"/>

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P.O. BOX 5250 COLUMBIA, SC 29250
TEL: 803.733.2222 FAX: 803.733.2222



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C 2012 LAMBERT

701 WHALEY PHASE II

701 WHALEY OWNER, LLC
701 WHALEY ST 214
WAYNE ST
COLUMBIA, SC 29201

SITE DETAILS

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PROJ. NO.: 13-346
DRAWN BY: C.C.
DATE: ---2018



221 Martin Neese Rd
 Swansea, SC 29160
 (P) 803.568.2196 / (F) 803.568.2197
 Contractor's License # - G120662

PROPOSAL

DATE: 12/5/2019
PROPOSAL TO: RB Todd
ATTN: Bruce Todd

PROJECT: 701 Whaley Storm Improvements
LOCATION: Richland County
ENGINEER: RB Todd

LAD Construction hereby proposes the following pricing for the work associated with the site per the attached scope and plans by RB Todd & Associates:

<u>GENERAL CONDITIONS</u>	\$	10,500.00
<u>DEMOLITION</u>	\$	7,895.00
<u>EROSION CONTROL</u>	\$	3,900.00
<u>EARTHWORK</u>	\$	25,000.00
<u>STORM DRAINAGE</u>	\$	36,638.00
<u>BASE, PAVING, CURB & GUTTER, & MISC.</u>	\$	14,584.00
TOTAL BASE BID	\$	98,517.00

CLARIFICATIONS TO PROPOSAL:

- * The above price shall remain in effect for 30 days. If Proposal is not accepted within 30 days the current price shall be rendered void.
- * We have not included any removal or relocation of any gas, electric, telephone or cable. By others.

EXCLUSIONS TO PROPOSAL:

Bond(if required add 1% of Bid)
Dry Utility Removal/Relocation(Gas, Electric, Tel, Cable)
Testing Fees

Respectfully Submitted:
 LAD Construction, LLC

Brad Sox



SCOPE SUMMARY

Description	Qty	Unit	Total
701 Whaley Storm Drainage			
<u>GENERAL CONDITIONS</u>			\$ 10,500.00
Mobilization	1	LS	
Staking & Layout	1	LS	
Traffic Control	1	LS	
<u>DEMOLITION</u>			\$ 7,895.00
Remove Trees	1	EA	
Sawcut & Remove Asphalt	125	SY	
Remove Curb & Gutter	40	LF	
Remove Sidewalk	80	SY	
Remove & Replace Chain Link Fence	20	LF	
Remove Storm Structure	2	EA	
Remove 8" HDPE	32	LF	
Coordinate Removal of City Water Meters	2	EA	
Abandon Existing 12" RCP w/ Flowable Fill	3	CY	
<u>EROSION CONTROL</u>			\$ 3,900.00
Inlet Protection	3	EA	
Restoration	1	LS	
<u>EARTHWORK</u>			\$ 25,000.00
Remove Contaminated Soil	250	TN	
Import Suitable Backfill	250	TN	
<u>STORM DRAINAGE</u>			\$ 36,638.00
12" DIP	20	LF	
15" RCP (0-8)	40	LF	
18" RCP (0-8)	8	LF	
18" Class IV RCP (0-8)	32	LF	
24" RCP (0-8)	192	LF	
Doghouse Junction Box (0-8)	1	EA	
Junction Box (0-8)	2	EA	
HFG Catch Basin (0-8)	2	EA	
2' x 3' Drop Inlet (0-8)	1	EA	
Relocate Water Line As Needed	1	LS	
Construction Fencing	400	LF	
<u>BASE, PAVING, CURB & GUTTER, & MISC.</u>			\$ 14,584.00
Asphalt Pavement			
Flowable Fill	11	CY	
5" Binder	66	SY	
2" Surface	66	SY	
Basketball Court			
6" Stone Base	41	SY	
2" Surface	41	SY	
24" Curb & Gutter	40	LF	
4" Sidewalk	50	SY	
BASE BID PROPOSAL:			\$ 98,517.00

Attachment: Quote for 701 Whaley St.Stormwater(1) (5993 : Storm Drain Reimbursement Pacific Park)


AOS Specialty Contractors Inc

1224 Two Notch Road
Lexington, SC 29073

803-798-6831 Phone
888-594-7234 Fax
AOS@aossc.org
www.aossc.org

Proposal

Proposal #: 180088

Date: 10-16-2019

License #: G111758

Bill To:

Project: 701 Whaley Phase II

Columbia SC

Attn: Richard Burts

Item	Description	Amount
1	Storm Drainage <i>This proposal is based on an email received from Clay Cannon on 9/20/19 which includes written instructions along with a set of four(4) Drawings and Media Management Plan(MMP):</i> C1.0 Existing Conditions and Demolition Plan Revised 10/11/18 C2.0 Site Plan Revised 10/11/18 C3.0 Grading and Drainage Plan Revised 10/11/18 C6.0 Site Details sealed by Clay Cannon 2/05/18 MMP by Terracon dated 05/21/19	\$85,574.00

Proposal Total \$85,574.00

This price is valid for 90 days

Notes
INCLUDES:

- Handling and hauling to designated landfill of excavated contaminated trench soils not replaced in trench 2'0" BGS
- Scope of work stated in body of email from Clay Cannon dated 9/20/19

EXCLUDES:

- Any and all testing and/or geotechnical fees
- Contaminated soils disposal fees
- Permit/land disturbance fees
- Handling, hauling, and disposal of contaminated soils should they be discovered in the Wayne Street right of way
- Costs associated with any vertical offsets required should there be a conflict with existing water, sewer, and gas lines in the Wayne Street right of way

We appreciate this opportunity to provide this proposal.

EVERY CUSTOMER • EVERY TIME • EXCEEDING EXPECTATIONS



PO Box 2046
 Lexington, SC 29072
 (P) 803.814.3753
 Contractor's License # - G119374

PROPOSAL

DATE: 12/7/2019
PROPOSAL TO: City of Columbia
ATTN: Richard Burts

PROJECT: 701 Whaley
LOCATION: Columbia, SC
ENGINEER: RB Todd Consulting Engineers

*Stutts & Williams hereby proposes the following pricing for the work associated with the drawings
 by RB Todd Consulting Engineers dated 2/15/2018.*

<u>GENERAL CONDITIONS</u>	\$6,720.00
<u>DEMOLITION</u>	\$10,605.00
<u>STORM DRAINAGE</u>	\$66,195.00
<u>STONE, CONCRETE, ETC</u>	\$20,899.00

TOTAL BASE BID:	\$104,419.00
------------------------	---------------------

*** CLARIFICATIONS TO PROPOSAL:**

- * The above price shall remain in effect for 30 days. If Proposal is not accepted within 30 days we reserve the right to review and updated pricing as necessary.
- * We have not included any removal or relocation of any gas, electric, telephone or cable. By others.
- * Pricing assumes that the onsite soils will be suitable for use as compacted fill. Should these be deemed unacceptable, additional costs will be incurred to import suitable material.

EXCLUSIONS TO PROPOSAL:

Bond (if required add 1.5% of Bid)

Disposal fees to be billed to the City of Columbia (Manifest is set up on their account)

Respectfully Submitted:
 Stutts & Williams, LLC

Joey Williams

Attachment: Quote for 701 Whaley St.Stormwater(3) (5993 : Storm Drain Reimbursement Pacific Park)

701 Whaley

Scope Description	Qty.	Unit
Mobilization	1	EA
Staking	1	LS
<u>Demolition</u>		
Remove Existing Tree	1	EA
Demo Existing Sidewalk	75	SY
Sawcut & Remove Existing Pavement	91	SY
Demo Existing Storm Drain Pipe	35	LF
Demo Existing Storm Drain Boxes	2	EA
<u>Storm Drainage</u>		
12" DIP	12	LF
15" RCP	36	LF
18" RCP	39	LF
24" RCP	190	LF
Junction Box	2	EA
Doghouse Junction Box	1	EA
Catch Basin	2	EA
Drop Inlet	1	EA
Traffic Control	1	LS
Soil Handling and Removal	200	CY
Import	200	CY
<u>Asphalt, Concrete, Striping, Signage</u>		
Concrete Sidewalk	55	SY
24" Curb & Gutter	35	LF
Flowable Fill	1	EA
Asphalt - Wayne Street	36	SY
Asphalt - Basketball Court & Driveway	55	SY

Attachment: Quote for 701 Whaley St.Stormwater(3) (5993 : Storm Drain Reimbursement Pacific Park)

Red Curb Investments, LLC

Attention: Richard Burts
 PO Box 5233
 Columbia, SC 29250
 Phone 803-414-9450

INVOICE

APPLICATION # **1**
 AOS JOB# 190464
 DATE: APRIL 28, 2020

TO:

City of Columbia
 Attn: Dana R. Higgins, PE, LEED AP
 Director of Engineering, Columbia Water
 PO Box 147 | Columbia, SC 29217

DESCRIPTION	AMOUNT
Off-Site and Pacific Park Storm Water Work	\$98,709.00
Total Due	\$98,709.00

Attachment: Invoice for Pacific Park Pay Difference (5993 : Storm Drain Reimbursement Pacific Park)

Please make check payable to: **Red Curb Investments, LLC**

Thank you!



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Twelve (12) Astro Radios, as requested by the Fire Department. Award to Motorola Solutions, using the SC State Contract in the amount of \$97,633.38. The vendor is located in Sumter, SC.

REQUISITION NO.: R204681

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression-Radio Equipment - \$91,000.00 (1012303-627800) and Fire Administration-Radio Equipment - \$6,633.38 (1012301-627800). The original budget amount is \$91,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request approval for this purchase using the SC State Contract #4400021163 vendor, Motorola Solutions, at the following cost plus sales tax. Motorola Solutions is located in Sumter, SC 29150.

	Astro Radios
Base Price for Equipment	\$90,401.28
SC State Taxes	\$7,232.10
PO Total	\$97,633.38

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

ATTACHMENTS:

- Quote (PDF)



Columbia Fire Department

1800 Laurel Street
Columbia, South Carolina 29201
(803) 545-3730

Purchase Approval

R-204681

✓

Account/Grant: 1012303-627800

PC 28700

City ☒ County ☐

411 SP-ops

Person initiating approval, please initial next to your Division

Training ☐ Ops/Sp Ops ☒ Logistics ☐ Prof. Svcs ☐ H&S ☐ Prevention ☐

Item: Consolette

Lowest Quote: 97,633.38

Date: 4/06/2020

Adams: _____

Helms: _____

Folsom: M. O. Delaney 4/13/2020

Jenkins: Anthony D. Jenkins

Justification for:

This is to replace the aging consolette's in all the City's. If we have on to go down it can't be repaired.

Attachment: Quote (5975 : Astro Radio Replacement for the Fire Department)

Proposal

**MOTOROLA**

TO: City of Columbia
Fire Department

ATTN:

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

Quantity	Model Number	Description or Specification	UNIT Price	Extended Price
12	L37TSS9PW1 N	APX ALL BAND CONSOLETTTE	\$5,788.80	\$69,465.60
12	GA05508	delete VHF	(\$800.00)	(\$9,600.00)
12	GA05509	delete UHF	(\$800.00)	(\$9,600.00)
12	G806	ASTRO DIGITAL CAI OPERATION	\$370.80	\$4,449.60
12	G51	Smartzone	\$1,080.00	\$12,960.00
12	G361	P25 TRUNKING SOFTWARE APX	\$216.00	\$2,592.00
12	G851	AES/DES-XL/DES-OFB ENCRYPTION	\$575.28	\$6,903.36
12	W969	MULTIPLE KEY ENCRYPTION OPERATION	\$237.60	\$2,851.20
12	L999	FULL FP W/05/KEYPAD/CLOCK/VU	\$575.28	\$6,903.36
12	W382	CONTROL STATION DESK GCAI MIC	\$121.68	\$1,460.16
12	CA01598	AC Power cord-US		
12	G78	3Y ESSENTIAL SERVICE	\$168.00	\$2,016.00

		Equipment	\$90,401.28
Terms:	net 30 days	Taxes @ 8%	\$7,232.10
Shipment FOB	Origin	Installation	
Delivery	4 weeks	Other	
Date	30-Mar-20	TOTAL	\$97,633.38
State Contract #	4400021163		
B&Q #	19009		

Attachment: Quote (5975 : Astro Radio Replacement for the Fire Department)



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Parts and Services for the Reconditioning and Restoration of Sharples DS706 Rotating Assembly and Gearbox (Centrifuge) for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Alfa Laval, as a Sole Source in the amount of \$128,994.78. This vendor is located in Chesapeake, VA.

REQUISITION NO.: R203828

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant (516208-658300). The original budget amount is \$128,994.78.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

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

ATTACHMENTS:

- SSA_Alfa Laval_R203828 (PDF)



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

INTER OFFICE MEMORANDUM

TO: Clint Shealy

ASST. CITY MGR.: *CES*

CC: Sandra A. Wright

Emergency/Immediate: ☒

Med. Level of Urgency: ☐

Routine: ☐

FROM: Shannon Lizewski

ACM JUSTIFICATION:

SUBJECT: Sole Source with Alfa Level for Metro WWTP

DATE: April 14, 2020

COMMENTS:

I have enclosed the subject documentation requesting: Level of priority needed concerning Sole Source
request with Alfa Level to recondition and restore Sharples DS706 Rotating Assembly and Gearbox centrifuge.
(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|---|---|
| ☒ Sole Source Procurement | ☐ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☐ Yes or ☐ No

Budgeted item with funds readily available: ☐ Yes or ☐ No

Funds transfer will be required to procure
this item or service: ☐ Yes or ☐ No

Please return to Shannon Lizewski, Respectfully requested by _____.

Attachments (____)

Attachment: SSA_Alfa Laval_R203828 (5986 : Sole Source for Alfa Laval)

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Alfa Laval Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. **This agreement is valid through June 30, 2020.** An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

4. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed a total purchase amount of One Hundred Twenty-Eight Thousand, Nine Hundred Ninety-Four dollars and 78/100, \$128,994.78 unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, 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.

6. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes

checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

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

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

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

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM

5/27/2020

Legal Department City of Columbia, SC

By: Tom Fogarty

Alfa Laval Inc.

By: Mark Schli

Witness

SIGN HERE

Title: SE Regional Mgr.

Date: 6/2/20

Attachment: SSA_Alfa Laval_R203828 (5986 : Sole Source for Alfa Laval)

SIGN HERE

RECOMMENDED BY:



Ashley Dove, Wastewater Plant Maintenance Manager

RECOMMENDED BY:



Sandra A. Wright, CPPB, Purchasing Agent

Requisition # R203828JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP Division,
(1)
The parts and services for the reconditioning and restoration of Sharples DS706 Rotating
(2)
Assembly and Gearbox (centrifuge)

as a sole source procurement from Alfa Laval Inc.
(3)
based upon the following justifications (see attached memo)
(4)

This sole source is valid through June 30, 2020 Amount \$ 128,994.78

Utilities

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

APPROVED AS TO FORM

5/27/2020

Legal Department City of Columbia, SC

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

Attachment: SSA Alfa Laval R203828 (5986 : Sole Source for Alfa Laval)



Department of Utility Operations

Metro Wastewater Treatment Plant

1200 Simmon Tree Lane | Columbia, SC 29201 | (803) 545-0183

TO: Department of Procurement & Contracts

FROM: Ashley Dove 
Maintenance Manager, Metro WWTP

DATE: March 26th, 2020

RE: Sole Source Justification for R203828

Alfa Laval is the original equipment manufacturer of the Alfa Laval DS-706s Centrifuges that were designed specifically for Metro WWTP. The circumstance for the sole source procurement as listed in the Appendix G- 1.16, is point (5) where the item is one of a kind. We have done the market research, talked to other city employees with experience in the matter and tried other companies, and we are reluctant to use anyone besides the original equipment manufacturer for inspections and rebuilds due to the following: This is a custom designed piece of equipment that requires the original drawings, designed and built by Alfa Laval, in order to duplicate. These centrifuges are no longer mass produced so they are not readily available on the shelf. The blueprints are also used by Alfa Laval to help pinpoint and analyze operational variables in order to determine the wear and fatigue of the equipment components before it leads to high vibration and unsatisfactory performance. This equipment is critical to the operation of the plant and is a very expensive piece of equipment (replacement cost for a new centrifuge is approximately \$1.2 million - \$1.7 million). If this equipment becomes inoperable, we would have to bring in several temporary belt presses at the cost of about \$225,000 a month to dewater the sludge. The City has tried other such providers of this service previously and have not only been disappointed with the end product, but also had to send the equipment back to Alfa Laval to have it fixed correctly, thus spending much more money in the long run. We have had a good working relationship with the manufacturer, Alfa Laval, for over 25 years and they have provided support throughout the years to keep us up and running efficiently. We have already invested money in this project in shipping the equipment, \$2,750, to Alfa Laval for an inspection of the equipment, \$12,856, to determine the repairs that need to be made. Alfa Laval is currently in possession of the equipment waiting for the okay to proceed with the reconditioning and restoration of Sharples DS706 Rotating Assembly and Gearbox (centrifuge).

ColumbiaSCWater.Net



March 27, 2020

Columbia Metro WWTP
1200 Simon Tree Ln.
Columbia, Sc. 29201

Service

Alfa Laval Inc.
3944 Holland Blvd
Chesapeake, VA 23323

Tel: +1 757 487 0437
Fax: +1 757 487 5375
www.alfalaval.com

Subject: Alfa Laval, Inc. – Sole Source Supplier

To Whom It Concerns:

This letter is to inform you that Alfa Laval, Inc. is the original equipment manufacturer (OEM) of all Alfa Laval/ Sharples decanter centrifuges, including the (3) Model DS-706 centrifuges at the above referenced plant.

All aftermarket sales activities, including sales of spare parts, field service, field overhauls, repairs, upgrades, retrofits, etc. must be sole source direct with Alfa Laval, Inc. Alfa Laval has incorporated a number of unique, patented, and proprietary features in the design and manufacture of its decanter centrifuges which require engineering support that is knowledgeable and recently trained in its configuration and operation. There are no independent distributors that are authorized by Alfa Laval to sell parts, field service, or service center repairs/ overhauls. Alfa Laval, Inc. maintains all of these functions inside our own organization.

In order to maintain consistency with Alfa Laval Inc.'s highly engineered OEM designs for repairs and original manufacturing specifications, it is necessary to contact us directly at 800-782-3751 or fax 215-443-4155. Our normal working hours are Monday through Friday 8:30 am – 5:00 PM EST. Twenty four (24) hour and weekend emergency service is also available. Alfa Laval maintains complete service centers in Chesapeake, Va.; Greenwood, IN.; and Houston, TX.

Heyward Inc. is Alfa Laval's sole representative in the state of South Carolina.

Sincerely,

Tom Fogarty

Tom Fogarty
Chesapeake Service Center
Office: 757-485-7502
E-Mail tom.fogarty@alfalaval.com

cc: Heyward Inc.

Attachment: SSA_Alfa Laval_R203828 (5986 : Sole Source for Alfa Laval)

AUTHORIZATION TO REPAIR

COLUMBIA METRO WASTEWATER TREATMENT PLANT

DS706 ROTATING ASSEMBLY; GEARBOX; S/N 95-DS706-082
A/L ref.: 5018708
Your ref.: P1181821
3/30/20

The total charge for parts, labor and expenses associated with this repair is: \$122,045.00 plus applicable taxes.

REPAIR PRICING BREAKOUT.

PARTS	Taxable	Yes	\$86,880.35
State Tax	6%		\$ 5,212.82
County Tax	2%		\$ 1,737.61
LABOR		No	\$35,164.00
Freight – outbound	(Freight - prepaid on PO P181821)	No	\$ 0
Total with taxes applied			\$128,994.78

Validity: 30
Payment Terms: NET 30 DAYS
Warranty:
Terms and conditions attached.

Please execute the work authorization below and fax it to the number shown below. The equipment not approved for repair is subject to a service charge to cover the cost of disassembly, cleaning, inspection, quoting and repackaging. On occasion, more extensive damage is revealed during the course of the repair, in which case you will be contacted and advised of the possible impact to delivery and pricing.

WORK AUTHORIZATION:

Signing below is an authorization to proceed with the work described in the accompanying quotation.

Authorized Signature: _____

Date: _____

Purchase order or Work order #: _____

-> Fax to the attention of Tom Fogarty at +1 757-487-5375

www.alfalaval.com

Attachment: SSA_Alfa Laval_R203828 (5986 : Sole Source for Alfa Laval)



COLUMBIA METRO WASTEWATER TREATMENT
PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201

Alfa Laval Inc.
Chesapeake Service Center
3944 Holland Blvd
Chesapeake, Va. 23323
Tel: +1 757-487-0437
Fax: +1 757-487-5375
www.alfalaval.com

3/30/20

COLUMBIA METRO WASTEWATER TREATMENT PLANT
1200 SIMON TREE LANE
COLUMBIA, SC 29201

Following is our formal quotation for the reconditioning and restoration of your Sharples DS706 Rotating Assembly & Gearbox. This project will cost \$122,045.00. (Pre-Taxed)

Note: The DCI (disassemble, clean & inspect) charges and the round trip freight will be invoiced separately per PO P181821.

Sincerely,
Tom Fogarty
Chesapeake Service Center
757-485-7502
tom.fogarty@alfalaval.com

Attachment: SSA_Alfa Laval_R203828 (5986 : Sole Source for Alfa Laval)

REPAIR SUMMARY**DS706 ROTATING ASSEMBLY; GEARBOX; S/N 95-DS706-082****A/L ref.: 5018708****Your ref.: P1181821****3/30/20**

Your equipment has been disassembled, cleaned and inspected to determine its present condition. Our inspection process includes visual and dimensional inspections, and non-destructive testing where warranted. Based on current OEM standards, we recommend the following repairs.

BASIC REPAIR

Alfa Laval's **Basic** repair for this unit will consist of the following actions.

- 1*. Disassemble and clean for inspection.
This operation was invoiced to customer PO P181821 (Invoice # 280751277)
- 2*. Inspect to OEM specification.
This operation was invoiced to customer PO P181821 (Invoice # 280751277)
- 3*. Prepare quotation for recommended repairs.
This operation was invoiced to customer PO P181821 (Invoice # 280751277)
4. Replace all bearings, seals, o-rings, gaskets, spacers, damaged hardware, spacers, shims and lubricants with genuine Alfa Laval OEM replacement components.
5. Assemble and prepare the conveyor for balancing.
6. Assemble and prepare the bowl assembly for balancing.
7. Assemble and prepare the gearbox assembly for testing.
8. Computer balance the conveyor and bowl assemblies to OEM specifications.
9. Assemble rotating assembly for testing.
10. Test rotating assembly on Sharples Repair Test Stand to OEM Quality Control Specifications for two hours.
11. Final inspection and prepare for shipment.
12. Palletize for shipment.

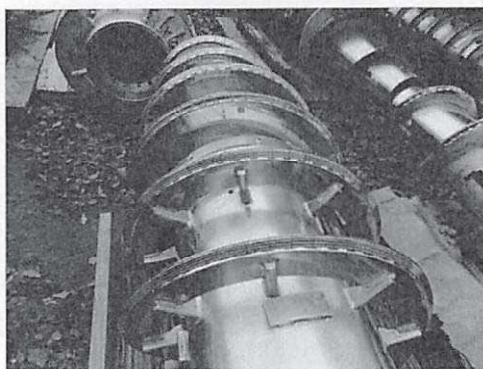
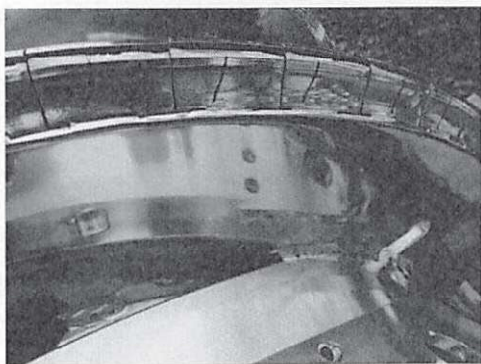
REQUIRED

\$122,045.00

CONVEYOR:

One hundred (100) Conveyor tiles need replaced. Backing is worn
Replace 100 tiles with new.

One Spiral wrap of conveyor flights worn near the Feed Cone discharge area.
Apply additional layer of hard surfacing material at feed discharge for a length of 12 inches.

**ACCELERATOR:**

Worn and eroded.
Replace with new

**FEED ZONE LINER:**

Some erosion noted on the interior of the Feed Zone Liner.
Install new urethane liner in Feed Zone Liner.

**FEED NOZZLE SET:**

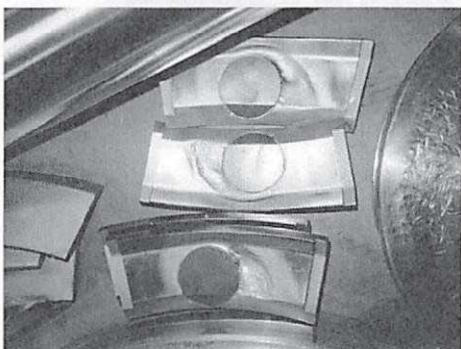
Normal wear noted.

Acceptable to use.

FEED CONE INSERTS:

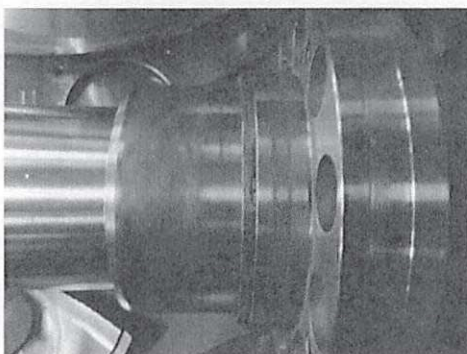
Erosion noted to all inserts

Replace Feed Cone Inserts with new.

**TENSION BAR:**

Three Critical diameters are worn and scored.

Machine two bearing and one seal diameter for new hard plate. Finish grind to OEM specification.

**SPLINE BUSHING:**

Normal wear noted. All critical dimensions are within specification.

Acceptable to use as is.

FRONT CONVEYOR BEARING SEAL HOLDER:

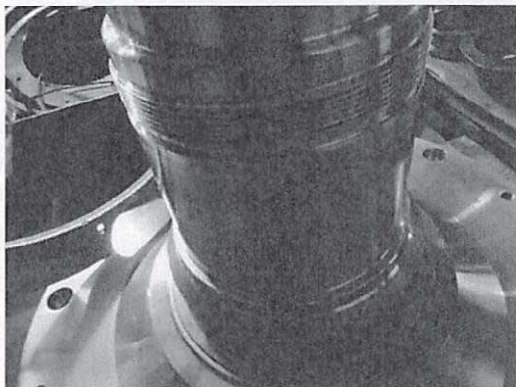
Normal wear noted.

Acceptable to use.

BOWL ASSEMBLY**REAR HUB:**

One critical diameter is worn and out of specification.

Weld repair and machine the Bowl Shell Extension pilot diameter.

**REAR CONVEYOR BEARING SEAL HOLDER:**

Normal wear noted.

Acceptable to use.

FRONT HUB:

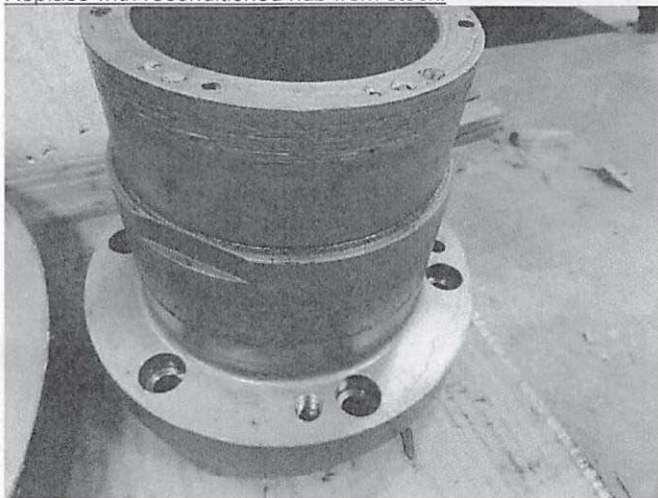
Normal wear noted. All critical dimensions are within specification.

Acceptable to use as is.

FRONT CONVEYOR BEARING HUB:

Broken bolts and scored bearing diameter.

Replace with reconditioned hub from stock.

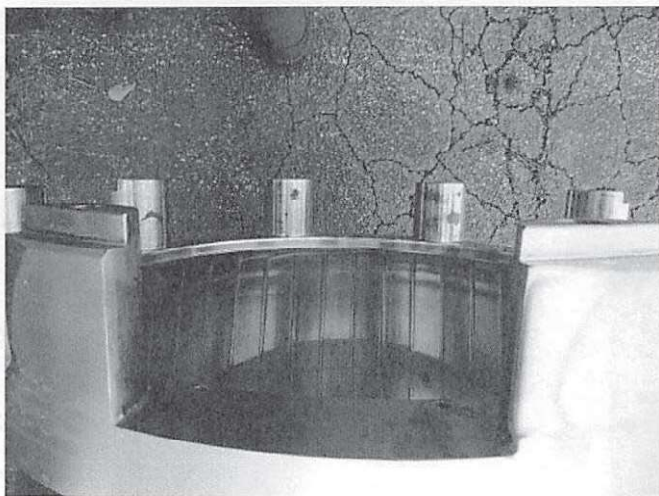
**FRONT CONVEYOR HUB SLEEVE:**

Normal wear noted. All critical dimensions are within specification.

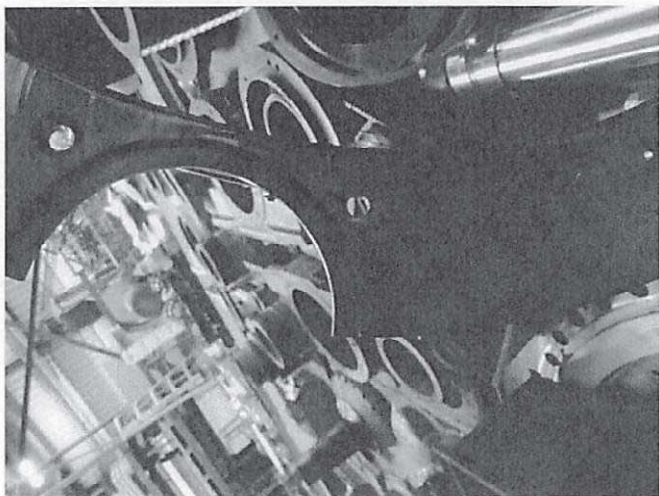
Acceptable to use as is.

BOWL SHELL EXTENSION:

Erosion noted on all 8 raised turrets on exterior. One of 8 carbide wear saddles is broken.
Apply low temperature wear protection to the exterior 8 inches. Replace 1 wear saddle with new.

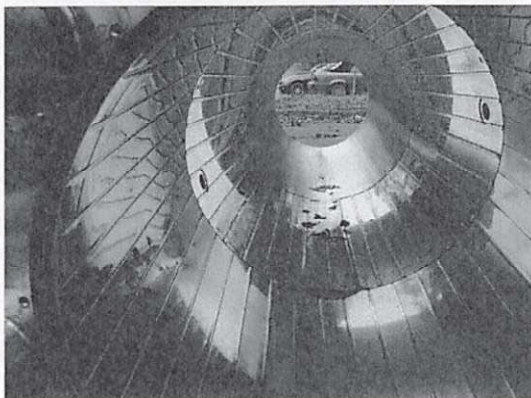
**WEAR RING:**

Some light erosion cuts on face.
Apply low temperature wear protection to the exposed face.



BOWL SHELL:

Normal wear noted. All critical dimensions are within specification.
Acceptable to use as is.

**BOWL SHELL LINER:**

Normal wear noted.
Acceptable to use as is.

BOWL SEAL HOLDERS:

Erosion on the seal surface.
Machine seal surface to clean up.

FRONT PILLOW BLOCK:

Critical alignment holes worn over size and elongated.
Machine Alignment holes to OEM specification for size and location.

REAR PILLOW BLOCK:

Critical alignment holes worn over size and elongated.
Machine Alignment holes to OEM specification for size and location.

PILLOW BLOCK COVERS:

Light normal wear note. Locating Pins broken
Replace 4 pins with new. Acceptable to use as is.

GEARBOX ADAPTER:

All critical dimensions are within specification.
Acceptable to use as is.

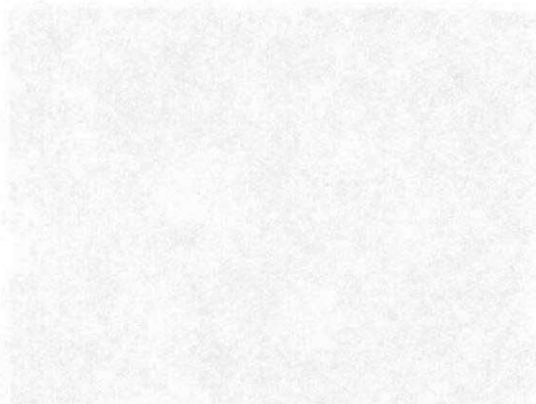
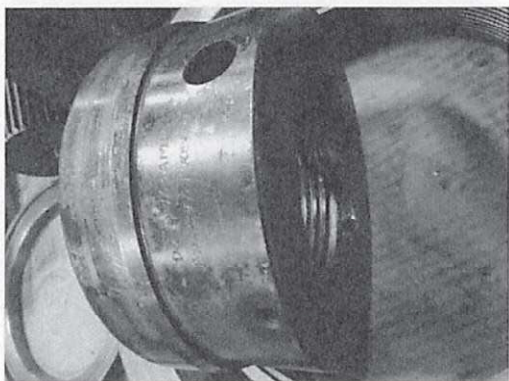
PULLEY:

Normal wear noted.
Acceptable to use as is.

PULLEY SEAL HOLDER:

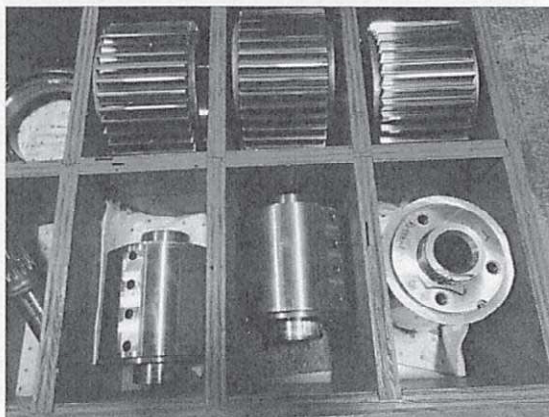
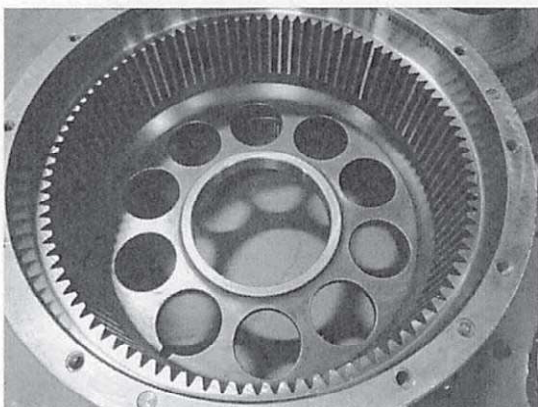
Worn and damaged.
Replace with new.

TENSION BAR NUT:
Worn and damaged.
Replace with new.



GEARBOX ASSEMBLY

GEARBOX:
Standard repairs needed.
Restore Gearbox to OEM specification.





We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an agreement for Project SD8433; Millwood Detention, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$164,200.00. The firm is located in Columbia, SC.

REQUISITION NO.: R202032

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: (5549999-SD843301-658650). The original budget amount is \$164,200.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide technical consulting and construction observation services at 70% (\$114,698) of the contract value. Civil Engineering Consulting, a Disadvantaged Business Enterprise of Columbia, SC, is the Protégé and will provide consulting services at 20% (\$32,802) of the contract value.

The following subconsultants will provide additional services:

Bunnell Lammons Engineering of Greenville, SC will provide geotechnical services at 6% (\$10,000) of the contract value.

Summit Engineering of Columbia, SC will provide surveying services at 4% (\$6,700) of the contract value.

There were (20) responses to solicitation RFQ004-17-18-SL Stormwater Professional Services (CIP).

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

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

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- SD8433MillwoodDetentionBlackVeatchAgreement (PDF)
- SD8433 Exhibit H - Location Map (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP004-17-18-SL Stormwater Professional Services.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch, (hereinafter referred to as the "Consultant,"), to evaluate improvements, provide technical consulting as well as construction observation support for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of 395 days, effective July 1, 2020 through January 4, 2022.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to

agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Sixty-Four Thousand, Two Hundred Dollars and 00/100 (\$164,200.00)
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure (See Exhibit E)

Failure of the Consultant to follow these invoice requirements will result in the delay of payment of the invoice.
 - D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit Exhibit F)
 1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.

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2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

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

limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are MPP with a 20% participation goal.

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

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

The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20%.

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

8. INDEMNIFICATION & INSURANCE

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

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

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

Black & Veatch Corporation
Millwood Detention (SD8433)

covered by the protection afforded by the Consultants Worker Compensation Insurance.

The Consultant shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Consultant, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not

be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultant Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the

Black & Veatch Corporation
Millwood Detention (SD8433)

limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

Black & Veatch Corporation
Millwood Detention (SD8433)

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation

Name: Robert Osborne, P.E.
Title: Project Manager
Address: 1411 Gervais Street
Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Email: osbornerr@bv.com

16. **CONSENT DECREE - Non-Applicable**

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

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Millwood Detention (SD8433)

City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.

Black & Veatch Corporation
Millwood Detention (SD8433)

- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws

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- ("protected characteristics"). The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Contractor shall incorporate these non-discrimination requirements in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Exhibit I – Prime Business Information Statement, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

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Black & Veatch Corporation
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Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

BLACK & VEATCH CORPORATION

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

5/27/2020

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)

Davis, Kenton D

From: Jaco, Joey D
Sent: Thursday, May 21, 2020 12:24 PM
To: Davis, Kenton D
Subject: Approve: SD8433 Millwood Detention Agreement

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)

Davis, Kenton D

From: Shealy, Clint E
Sent: Tuesday, May 19, 2020 6:43 PM
To: Davis, Kenton D
Subject: Approve: SD8433 Millwood Detention Agreement



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

Columbia Water

300 Laurel Street | Columbia, SC 29201
Email: clint.shealy@columbiasc.gov
Phone: (803) 733-8682
Mobile: (803) 240-6350

ColumbiaSCWater.Net

ColumbiaSC.Net

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)

Davis, Kenton D

From: Wright, Sandra A
Sent: Tuesday, May 19, 2020 6:35 PM
To: Davis, Kenton D
Subject: Approve: SD8433 Millwood Detention Agreement

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Invoicing Procedures

Exhibit F – Prompt Payment Affidavit

Exhibit G – Mentor Protégé Program Implementation Plan

Exhibit H – Location Map

Exhibit I – Prime Business Information Statement

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EXHIBIT A**SCOPE OF SERVICES****City of Columbia****CIP #SD8433****Millwood Detention**

Project Description: The purpose of the project is to evaluate improvements and provide technical consulting support to the City of Columbia (City) to evaluate flooding within the Rocky Branch watershed. Localized flooding complaints in the Old Shandon neighborhood have been recorded in addition to general flooding complaints concerning the Five Points neighborhood.

This scope of the CIP project entitled "SD8433" or "Millwood Detention" includes the conceptual design, alternatives analysis, preliminary design, final design, permitting, bidding, construction administration, and construction observation for a detention basin located on twenty (20) parcels of property located southwest of the intersection of Gervais Street and Millwood Avenue as shown on attached location map.

The proposed scope of work being requested includes but is not limited to the following items:

- An updated evaluation of the hydrology for Rocky Branch to the outfall into Dr. Martin Luther King J. Park just west of Heidt Street. Prior Rocky Branch watershed studies shall be provided by the City for technical reference.
- Hydrologic/hydraulic modeling for a stormwater detention/retention basin on the twenty (20) parcels of property located between Heidt Street, Stark Street, and Short Street. The twenty (20) properties the City is currently pursuing ownership include the following parcels:

11410-19-43 11410-19-42 11410-19-41 11410-19-40 11410-19-39
 11410-19-38 11410-19-37 11410-19-36 11410-19-35 11410-19-34
 11410-19-33 11410-19-32 11410-19-31 11410-19-30 11410-19-29
 11410-19-28 11409-05-01 11409-05-02 11409-05-03 11409-05-04

- Provide conceptual design alternatives for the stormwater detention/retention basin.

- Provide preliminary design, final design, permitting, bidding, and construction phase services for the stormwater detention/retention basin.

Key Consultant personnel include:

- Project Manager: Robert Osborne, P.E.
- Design Task Manager: Andrew Smith, P.E., CFM
- Construction Task Manager: Chad Walters, P.E.

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

Work shall begin upon execution of this Task Order. Any work requested by the City that is not included in the items below shall be classified as Supplemental Services.

TASK 100 – EVALUATION AND DESIGN PHASE ADMINISTRATION

110. General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants by assigning manpower, delegating responsibilities, reviewing work progress, monitoring budget and schedule, and directing the progress of the work. As part of project administration, Consultant will:

- Participate in design review and construction progress meeting with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to the Consultant's portion of the work to the City.
- Provide a detailed project schedule within one week of execution of the Task Order.
- Plan and perform project quality control and quality assurance.
- Provide monthly progress reports.
- Consultant will invoice monthly and include amounts invoiced by sub-consultant in accordance with the City's invoicing procedures.
- Project Administration is assumed to terminate at the completion of Task 400. If additional work is required outside of current scope, Project Administration activities may be extended.

120. Coordination Meetings

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

- a. Kickoff meetings.
- b. Level 1 Design (30%) review meeting. This meeting will be held to review design alternatives for the stormwater detention/retention basin. Design alternatives will be presented to the City in a PowerPoint presentation provided by Consultant.
- c. Level 2 Design (60%) review meeting.
- d. Construction phasing coordination meeting. This meeting will be held to review the Level 2 Design (60%) documents with the City of Columbia and WCOS AM 1400 radio station staff to discuss construction phasing to install the stormwater retention/detention basin. This meeting is required due to the number of existing ground spires that will have to be removed and reinstalled during construction. Removing ground spires will affect the radio station signal.
- e. Level 3 Design (90%) review meeting.
- f. One (1) pre-bid meeting.

130. Project Management and Coordination with the City

- a. Consultant will communication with the City through a single point of contact, Consultant's Project Manager.
- b. Consultant will provide documentation of project progress, data, decision, deliverables, design and management of the project.
- c. Consultant will adhere to and update schedule as shown in Exhibit B.
- d. Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140. Public Outreach

Consultant will provide public relations for this project to include:

- a. Consultant will attend up to two (2) public drop-in meetings that will occur at approximately the Level 1 Design (30%) and Level 3 Design (90%) milestones.
- b. Consultant will use the City customer database to help the City identify and notify customers in the project area by using mailers to inform them of the

type of work being conducted and who to contact with questions or concerns.

- c. Consultant will prepare all displays, photo realistic landscape plans, and handouts needed for the meeting(s).

150. Mentor-Protégé Program

Consultant will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- a. Consultant will continue the existing Mentor-Protégé Agreement with CECS.
- b. Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- c. The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- d. CECS will attend design review meeting as directed by the City or Consultant. This is assumed to include three (3) design review meetings.
- e. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- f. Document and maintain copies of communications between the Mentor and the Protégé.
- g. Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – PRELIMINARY PLANNING, INVESTIGATION, AND ALTERNATIVE ANALYSIS

210. General Data Collection, Field Recon and Coordination

- a. Consultant will coordinate with the City to obtain drainage plans, existing utility information, and proposed relocation plans for other utility facilities.
- b. Consultant will coordinate with the City to obtain existing utility mapping in the project area.
- c. Consultant will obtain county tax map records for identifying property potentially affected by the project.

- d. Consultant will obtain SCDOT and City maps for road and street right-of-way information.
- e. Consultant will contact other utilities in the area as determined from field observation for mapping and location information that may impact the project area. It is assumed that these utilities will field locate their infrastructure with ten (10) business days.
- f. Consultant may utilize existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible stormwater and/or sewer line routing alternatives in a table top type route analysis.
- g. Consultant will request, and City will provide, any available hydrologic or hydraulic models for the project area. It is generally assumed that a functioning XP-SWMM model is available. City will provide models with ten (10) working days of Notice to Proceed. Delay in receipt of models, or the discovery of models later in the project may create a project delay.
- h. Field Reconnaissance:
Based upon the table top analysis, field reconnaissance will be conducted in the Millwood Detention project area. Observations during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the detention/retention basin design alternatives.

220. Conceptual Design

Alternative Analysis and Design Parameter Selection

Upon Completion of Task 210, Consultant will investigate options for the sizing and performance of the Millwood Detention basin. It is assumed that the primary driver and performance criterion for the detention basin will be flood attenuation. However, alternatives will be developed that evaluate opportunities for multiple benefits, such as water quality improvement.

Consultant will proceed with alternative analysis including the following alternatives. It is assumed that a total for four (4) alternatives will be evaluated. These alternatives will evaluate detention basin performance for a range of design storm, including the 2-, 5-, 10-, 25-, and 100-year events. Additional events and/or additional alternatives can be developed and evaluated as an additional service.

The assumed alternatives include:

- An open basin with maximized footprint and open bottom to allow infiltration
- An open detention basin that includes a permanent pool to provide water quality benefits
- An open basin with a managed outfall including Real-time Controls (RTC)
- Another possibly hybrid approach that will be developed after field investigations or in conversation with City staff.

230. Regulatory Review

- a. Consultant will review regulatory impacts of each detention/retention basin alternative for consideration during alternative analysis.
- b. Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to identify any potential permitting and notification actions required
- c. Potential agencies include:
 - South Carolina Department of Health and Environmental Control
 - US Corp of Engineers – Wetlands
 - City of Columbia – Streets Divisions
 - City of Columbia – Stormwater
 - South Carolina Department of Transportation

240. Preliminary Utility Coordination

- a. Consultant will coordinate with and consider utilities in the project area.
- b. Utility conflicts and potential relocations will be highlighted for consideration during the detention/retention basin alternative analysis.

250. Establishing Design Criteria

- a. Decision factors for the detention/retention basin alternative analyses will be developed by the Consultant. Possible evaluation factors include; cost, constructability, availability of alignments, access for maintenance, public impact, permitting, potential Water Quality improvements, utility and other relevant factors as to provide recommendations for the most economical and reliable solution for the project area.

- b. Consultant will assume design criteria for the new stormwater facilities should generally be in accordance with SCDHEC regulations, City of Columbia standards, permitting requirements, and standard civil engineering practices.

260. Opinion of Probable Construction Cost and Schedule

- a. As part of the detention/retention basin alternative analysis the Consultant will prepare planning level opinion of probable construction cost for each basin alternative.
- b. Consultant will provide an anticipated project schedule for each alternative.

270. Detention/Retention Basin Alternative Analysis Review Meeting

- a. Consultant will prepare a detention/Retention Basin Alternatives Analysis PowerPoint presentation including the findings and recommendations for each basin alternative.
- b. Detention/Retention Basin Alternatives Analysis PowerPoint presentation will be presented to the City by Consultant at the Level 1 Design (30%) review meeting. The first public outreach meeting (30%) will be scheduled following presentation to the City.
- c. Following the Level 1 Design (30%) review meeting, the City will notify Consultant in writing which detention/retention basin alternative they have selected. Consultant will then proceed with design. Changes to the design selection following this written notification may result in additional services to be negotiated.

TASK 300 – SURVEY AND UTILITY MAPPING

310. GIS Data

Consultant will work with the City to ensure that all necessary GIS information is available and accessible to the Consultant. It is anticipated that the majority of required information is already held by the City.

320. Survey Data

- a. As a part of Task 220, Consultant shall conduct a reconnaissance level field survey evaluation for each alternative to characterize existing site conditions

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that may impact constructability. In addition, a survey will be performed by Consultant's sub-consultant within the project area to determine existing site conditions.

- b. Consultant shall coordinate with City and obtain permission from property owners to access private property prior to conducting survey. Consultant may send survey notification letters or contact property owners directly to obtain permission to access owner's property.
- c. All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- d. Horizontal datum shall be: SC State Plane Coordinates NAD83
- e. Vertical datum shall be: NAVD 88
- f. The surveyor will complete field surveying within the project area. All relevant visual or physical features within the project area will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc., and will make detailed records for inclusion in field survey files. Surveyor shall recover existing horizontal control monuments and establish GPS control points with the project area. Surveyor shall survey and locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area. Surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings with the project area. Significant rock outcroppings shall be identified.
- g. Consultant's surveyor shall locate and provide XYZ coordinates for existing sanitary and storm sewer manholes, existing sanitary and storm sewers (flowline at up and downstream ends), XYZ coordinates for other utilities within the survey extents including poles and aerial utilities. When elevation is not recoverable via traditional survey methods, it will be assumed the utilities themselves will provide location information. Where a pipe exits the survey area, flowline XYZ information will be provided at the next up-or down-stream manhole location.
- h. Property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established within the project area.

Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at water crossings along the proposed pipeline alignments. Significant rock outcroppings shall be identified.

- i. All underground utilities as identified and marked in the field by the local utility locating service shall be located by the survey. This shall include all electric, gas, water, cable, stormwater, sewer, fiber optics, and telephone service lines. Consultant shall contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Consultant will, at a minimum, contact South Carolina 811 (PUPS).
- j. All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- k. Identify the 100-year flood elevation within and immediately adjacent to the project corridor. This information shall be included in the electronic file and survey drawings.

330. Property Research and Easement Exhibits

This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements.

TASK 400 – GEOTECHNICAL INVESTIGATION

Consultant will utilize existing geotechnical information available for the project site. In addition, to the existing geotechnical information, the following geotechnical investigation will be performed by Consultant's sub-consultant. Bunnell-Lammons Engineering, Inc. (BLE).

410. Field Investigation

- a. As a part of Task 220, Consultant shall conduct a reconnaissance level geotechnical evaluation for each alternative to characterize geotechnical and geological site conditions that may impact constructability. In addition, soil borings will be performed by Consultant's sub-consultant within the project area to determine general soil conditions. This information will be

used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A minimum of two borings will be performed as part of the geotechnical investigation.

- b. Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- c. Subconsultant will obtain all permits required to conduct investigation on public right-of-way. City will obtain right of entry and investigation as required on private property.
- d. Environmental services shall include an asbestos survey within existing structures located within the project area for possible asbestos containing materials. Subconsultant will be responsible for collecting all samples, making repairs (if required) where samples are collected, and testing samples to determine the asbestos content in the tested materials. The objective of the asbestos survey will be to determine how much asbestos containing materials will have to be removed and disposed prior to demolishing the existing structures located within the project area.

TASK 500 – FINAL DESIGN

Following the selection of a detention/retention basin alternative in Task 220, project will proceed into Final Design.

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

- a. Consultant will contact and meet as necessary with City, County, State, and Federal agencies to determine design parameters for construction of the new detention/retention basin and surrounding facilities.
- b. Consultant will coordinate final design with the requirements of all roadway encroachment permits.

520. Utility Coordination

- a. Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design

parameters, right-of-way encroachment requirements and resolve conflict issues related to the construction of the new detention/retention basin.

- b. Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530. Project Plans and Specifications

- a. It is anticipated that a single plan set will be developed that includes the detention/retention basin.
- b. Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the City to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 24" x 36" plan sheets, 50-scale
 - For SD8433, a total of 12 plan sheets is anticipated;
 - 5 – Cover, notes, legend and abbreviations, key map, demolition
 - 3 – Plan & profile sheets, detention basin area
 - 1 – Inlet and outfall structure details
 - 2 – Erosion control details, asphalt drive details, general details, traffic control
 - 1 – Planting plan
 - Consultant anticipates producing the construction drawings in AutoCAD
 - Relevant features impacting construction as located by the survey
 - Design and construction details
 - Sediment and erosion control details
 - Relevant environmental features
 - Traffic control plans
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the City's standard contract documents
 - Special conditions related to permit requirements and easement requirements

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- Material specifications including minimum installation requirements
 - City will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions
- c. Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, one CD containing PDF's of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540. Regulatory Agency Coordination

- a. Consultant will contact and meet with City, County, State, and Federal regulatory agencies to determine design parameters for construction of the improvements in accordance with regulatory requirements.
- b. It is not anticipated that the project will impact USACE Jurisdictional Waters.
- c. Consultant will coordinate final design to comply with regulatory requirements.
- d. Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - South Carolina Department of Transportation

550. Opinion of Probable Construction Cost and Schedule

- a. Consultant will submit an opinion of the probable cost for project construction costs, contingencies, and other related items for the following:
 - Level 1 (30%) Design review meeting
 - Level 2 (60%) Design review meeting
 - Level 3 (90%) Design review meeting
- b. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probably cost of the project.

560. Design Reviews

- a. Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program.
- b. After each Internal Technical Review, Consultant will provide the City copies of plans and specifications for the Project for review and approval at the Level 2 Design (60%) and Level 3 Design (90%) completion milestones. Consultant will meet with the City during these milestones to discuss the project and obtain input from the City. Following the review, Consultant will make revisions, to the greatest extent possible, as requested by the City. Documentation of the completed reviews will be provided to the City by the Consultant. Following the technical reviews, Consultant will make appropriate modifications to the construction documents.
- c. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the City for production during the bidding process.

TASK 600 – PERMITS AND PROPERTY**610. Property and Right-of-Way Assistance**

This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements.

620. Permits

- a. Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon City approval of the Level 3 Design (90%) documents, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by City of Columbia. Consultant will provide required submittal copies and respond to inquiries by the City of Columbia. The City is responsible for all fees associated with the NOI approval process.
- b. Wetlands Permit: This scope assumes no wetland delineation and no mitigation will be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary. Permit fees will be the responsibility of the City.

- c. Roadway Encroachment Permits: This scope assumes a City of Columbia and/or a SCDOT Encroachment Permit will be required. Upon approval by the City of the Level 3 Design (90%) documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the City in efforts to obtain the necessary permits and/or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval. The City is responsible for all fees associated with the encroachment permit approval process (no fees are anticipated).
- d. Railroad permits: This scope does not include railroad encroachment permits. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary. Permit fees will be the responsibility of the City.

TASK 700 – BIDDING AND AWARD

710. Bidding Assistance

- a. Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- b. It is assumed the duration of the Bid Period will be forty-five (45) days and that the City will distribute bid documents. An additional thirty (30) days is assumed from selection of the Contractor to the issuance of a Notice to Proceed.
- c. While a formal prequalification is not anticipated, Consultant will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720. Award Recommendation

Consultant will review bids received and assist City in evaluating the bids and recommending award of the construction contract.

TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION

810. General Administration of Construction Contract

- a. Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Services phases, Consultant shall record all observations to the assigned construction management project coordinator. Consultant shall not supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incident to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.
- b. Administration of Construction Contract: As part of general administration of the construction contract, Consultant will consult with and advise the City Construction Coordinator during the construction period. Consultant will provide contract administration and general services required for the Project, including:
 - As City's representative for the duration of the construction Contract, all communications to and from the contractor shall go through the City Construction Coordinator. On behalf of the City, Consultant will administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
 - Consultant will maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing; site inspection records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, progress reports and other documents pertaining to the construction contract;
 - Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. Meetings included in this scope of services are:
 - One (1) pre-construction meeting
 - Four (4) construction progress meetings

820. Submittal & Pay Application Review

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

830. Change Management

- a. Change Orders and Time Extensions: Consultant will provide services in connection with change orders to the Construction Contract to reflect minor changes or deletions requested by the City Engineer or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional

costs and credits as a result of change orders will be maintained by Consultant. Upon receipt of a requested change order, Consultant will review it in detail and then discuss it with the City, and together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract.

840. Completion Monitoring & Documentation

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

850. Periodic Construction Observation

- a. Construction Observation: Consultant's Project Engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the City informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- b. This scope of services includes twelve (12) half day site visits for the purposes of Construction Observation.

TASK 900 – FULL TIME CONSTRUCTION INSPECTION

Full time Construction Inspection is not included in this scope.

TASK 1000 – PROJECT CLOSEOUT

1010. Record Drawings

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

1020. Punch List and Final Inspection

See task 840 for this agreement.

1030. O&M Submittals

At the conclusion of the project, Consultant will receive, review and transmit to the City with O&M manuals, guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.

1040. Final Notice of Acceptability of the Work

See task 840 of this agreement

Based on periodic observation, observation during a final walk through of the project site, and construction records the Consultant will provide notice to the City when the Consultant deems the work to be complete and acceptable.

1050. SCDHEC Permit to Operate

This scope assumes a SCDHEC Permit to Operate will not be required. However, Consultant can perform these services as Additional Services under Task 1100 if it becomes necessary.

TASK 1000 – ADDITIONAL SERVICES

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that the City might choose to add to the scope of services include, but are not limited to, the following items:

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
 - b. Security Assessments.
 - c. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - d. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protest, change orders, or construction incidents.
2. Environmental Assessment:
 - a. Environmental assessment reports and/or environmental impact statements.
 - b. Cultural resources and/or archaeological study and reports.
 - c. Archaeological consultations regarding artifacts that may be uncovered during construction.
3. Testing:
 - a. Quality control testing services during construction.
 - b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
4. Hazardous Environmental Conditions:
 - a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
5. Permitting Fees.

6. Property Acquisition Assistance.
7. Design of Multiuse Areas (Playgrounds, Gardens, Community Centers, etc.)

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Provide all surveys, maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.
2. Provide access to public and private property when required in performance of the Consultant's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).

Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Consultant for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Consultant shall be held responsible for repair/replacement of any loss or damage to property, structure, equipment, etc., specifically caused by the Consultant or a subcontractor of the Consultant).

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

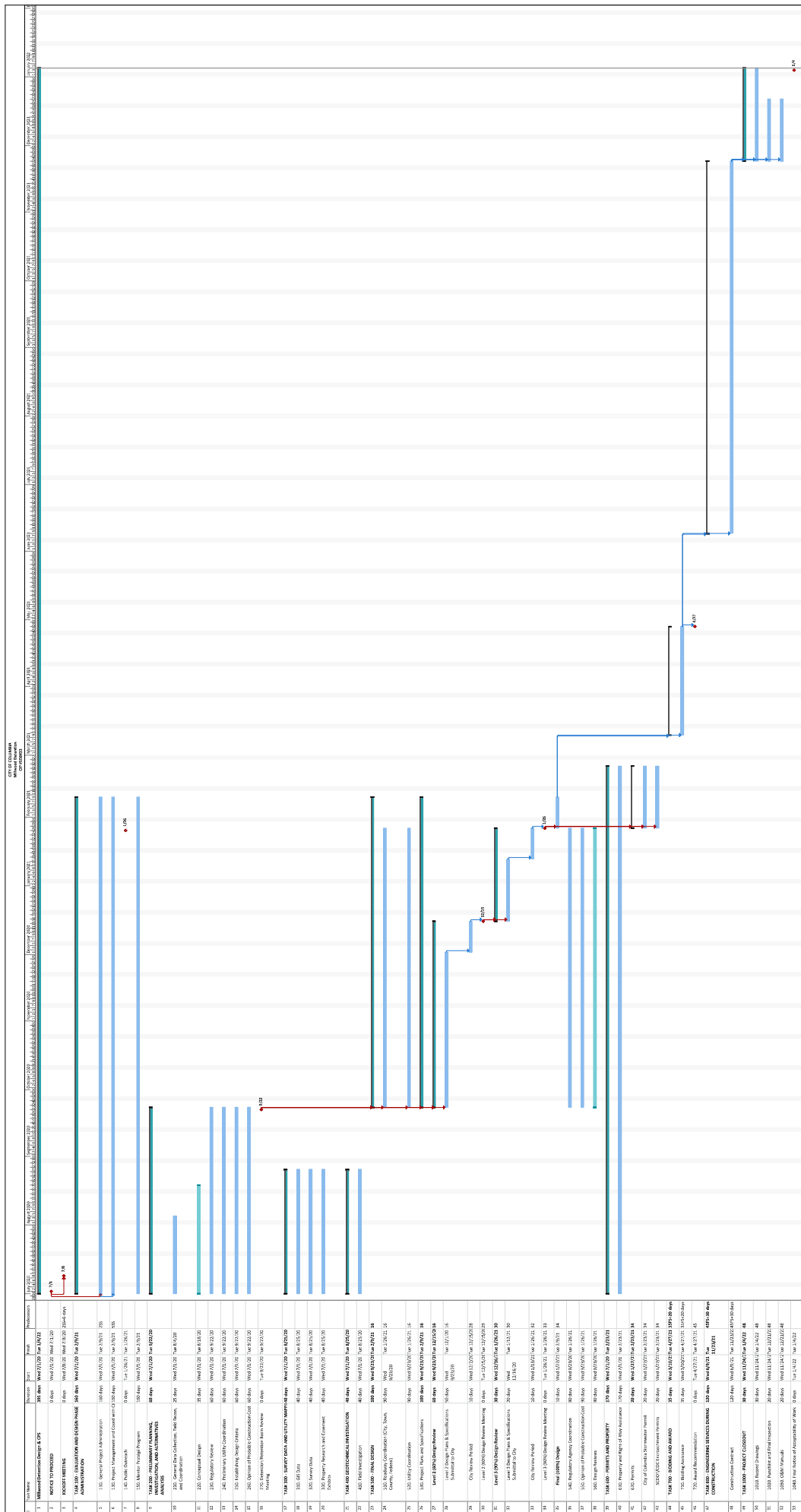


EXHIBIT C**COMPENSATION
City of Columbia
CIP #SD8433
Millwood Detention**

Compensation for services provided under Task 100 through 1000 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$164,200.00. This includes \$32,802.00 of protégé tasks as well as \$16,700.00 of subconsultant tasks. Consultant, subconsultant, and per each tasks are clearly labels in the chart below.

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

Task	Description	Consultant	Subconsultants	Total
Task 100	Evaluation and Design Phase Administration	\$27,415	\$2,198	\$29,613
Task 200	Prelim Planning, Investigation, & Alt Analysis	\$25,588	\$9,772	\$35,360
Task 300	Survey Data and Utility Mapping	\$955	\$6,700	\$7,655
Task 400	Geotechnical Investigation	\$693	\$10,000	\$10,693
Task 500	Final Design	\$32,280	\$8,512	\$40,792
Task 600	Permits and Property	\$2,341	\$2,828	\$5,169
Task 700	Bidding and Award	\$1,864	\$0	\$1,864
Task 800	Engineering Services During Construction	\$17,464	\$9,492	\$26,956
Task 900	Full Time Construction Inspection	-	-	-
Task 1000	Project Closeout	\$6,098	\$0	\$6,098
	Total of Contract			\$164,200
	% of Contract to Subconsultants			10.0%
	% of Contract to Protégé			20.0%

Black & Veatch Corporation
Millwood Detention (SD8433)

EXHIBIT D
SUBCONSULTANT BUSINESS INFORMATION
Business Information Record for Subconsultants/Subcontractors

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

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown in SAM.gov) Address/ DUNS # & CAGE #	Contract Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WB E, SBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
Civil Engineering Services, Inc. 200 Park Street, Suite 201 Duns – 960785772 CAGE – 4L6V7	Russell Howell (803)777-0311	Consulting	\$32,802.00	20%	DBE	Yes
Summit Engineering	Jim Longshore (864) 949-1111	Surveying	\$6,700.00	4.0%		
Bunnell- Lammons Engineering (BLE)	Bill Mathews (864) 288-1295	Geotechnical	\$10,000.00	6.0%		

TOTAL:

\$49,502.00

I certify this information is true, complete and active.

Business Name: Black & Veatch
Representative Name/Title: Jeff Wells, P.E., Associate Vice President
Date: 8/28/2019

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)

EXHIBIT E - INVOICING PROCEDURES

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

Black & Veatch Corporation
Millwood Detention (SD8433)

no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).

14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoices/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Black & Veatch Corporation
Millwood Detention (SD8433)

EXHIBIT F - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

Signature

Print Name

Date: _____

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

Notary Public

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/28/2019

Project Number: SD8433-01

Mentor: Black & Veatch ✓

Project Name: Millwood Detention

Protégé: Civil Engineering Consulting Services, Inc. ✓

Duration of the Project: 12 Months

Project Contract Amount: \$164,200.00 ✓

Protégé Amount: \$32,802.00 ✓

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

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

A formal subconsultant agreement will be signed between Black & Veatch and Civil Engineering Consulting Services, Inc (CECS) clearly defining the scope of work CECS is to provide including the contract amount and schedule. CECS's role in the project will be to primarily provide data collection, regulatory review, utility coordination, permitting, and construction observation services. A design kickoff meeting will be scheduled. B&V will advise CECS on additional supportive tasks (i.e. permit review, regulatory agency coordination).

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

This phase of the project includes design and construction phase services and will provide an opportunity for the protégé to have a roll in project management and a roll in the technical design of the project. Both areas are identified as general goals for growth.



CITY OF COLUMBIA

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

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

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

Mentor: Key personnel includes Rob Osborne (Project Manager), Andrew Smith (Design Task Manager), and Chad Walters (Construction Task Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Russell Howell. CECS currently has the equipment, materials, and insurance to perform the project.

Subcontractors: Summit Engineering Group will provide surveying services and Bunnell-Lammons Engineering (BLE) will provide geotechnical services. Both currently have the equipment, materials, and insurance to perform the work.

Special Arrangements: None required.

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

- a. Description of Mentor's responsibilities: Provide design, permitting, and construction phase services for the recommended improvements for the subject areas; provide technical assistance during public outreach meetings; and provide project closeout services after construction is complete.



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b. Description of Protégé's responsibilities on project: Assist with data collection, field reconnaissance, regulatory review, utility coordination, permitting, and construction observation services.

c. Description of responsibilities that will be completed as a team: Preparation of design documents that will be used to advertise and bid the project for construction. During construction the team will work together to provide construction administration services.

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

Protégé will be utilized during preliminary design, final design, permitting, and construction phase administration.

Evaluation and Design Phase Administration – 5 Months

Preliminary Planning, Investigation, and Alternative Analysis – 3 Months

Survey and Utility Mapping – 1 Months

Geotechnical Investigation – 1 Months

Final Design – 3 Months

Permits and Property – 1 Month

Bidding and Award – 1.5 Month

Engineering Services During Construction – 3 Months

Project Closeout – 1 Months

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

Review progress for each deliverable with project calls during all phases of the project.
Complete quarterly M-P reports.



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

Goals include:

Deliver final design documents on-time and on budget.
Work together to permit the project with regulatory agencies.
Work together to provide construction administration services.

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

Project meetings with design team will include:

Kickoff meeting
Level 1 (30%) Design Review Meeting
Level 2 (60%) Design Review Meeting
Level 3 (90%) Design Review Meeting

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

Protégé will be paid on percent complete of lump sum tasks. 100% of lump sum will be paid on completion of final deliverable.

Invoice and payments to be made on a monthly basis.

11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Summit Engineering Group	864-949-1111	9601 Warren H Abernathy HWY, Spartanburg, SC 29301	Black & Veatch	\$6,700	No	4.0%
Bunnell-Lammons Engineering (BLE)	864-288-1265	6004 Ponders Court, Greenville, SC 29605	Black & Veatch	\$10,000	No	6.0%



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

Protégé Contract Value: \$32,802.00 (\$0 contingency)

Percentage of Contract: 20.0% (Minimum of 20% of total contract amount is required) ✓

Attachment: SD8433MillwoodDetentionBlackVeatchAgreement (5982 : SD8433 Millwood Detention)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Black & Veatch (Mentor Firm) this 29th day of August 2019.
Corporate SEAL

By: Walter J. Wells
Title: Associate Vice President

ATTEST:

By: Randy R. Allen
Title: Project Manager

EXECUTED by CECS, Inc. (Protégé Firm) this 28th day of August 2019.
Corporate SEAL

By: Cedric Reed
Title: President

ATTEST:

By: Quasell Howell
Title: Senior Engineer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 25 day of October, 2019.

By: Justin M. Kelly
Title: Compliance Administrator

**EXHIBIT H
MILLWOOD DETENTION
LOCATION MAP**

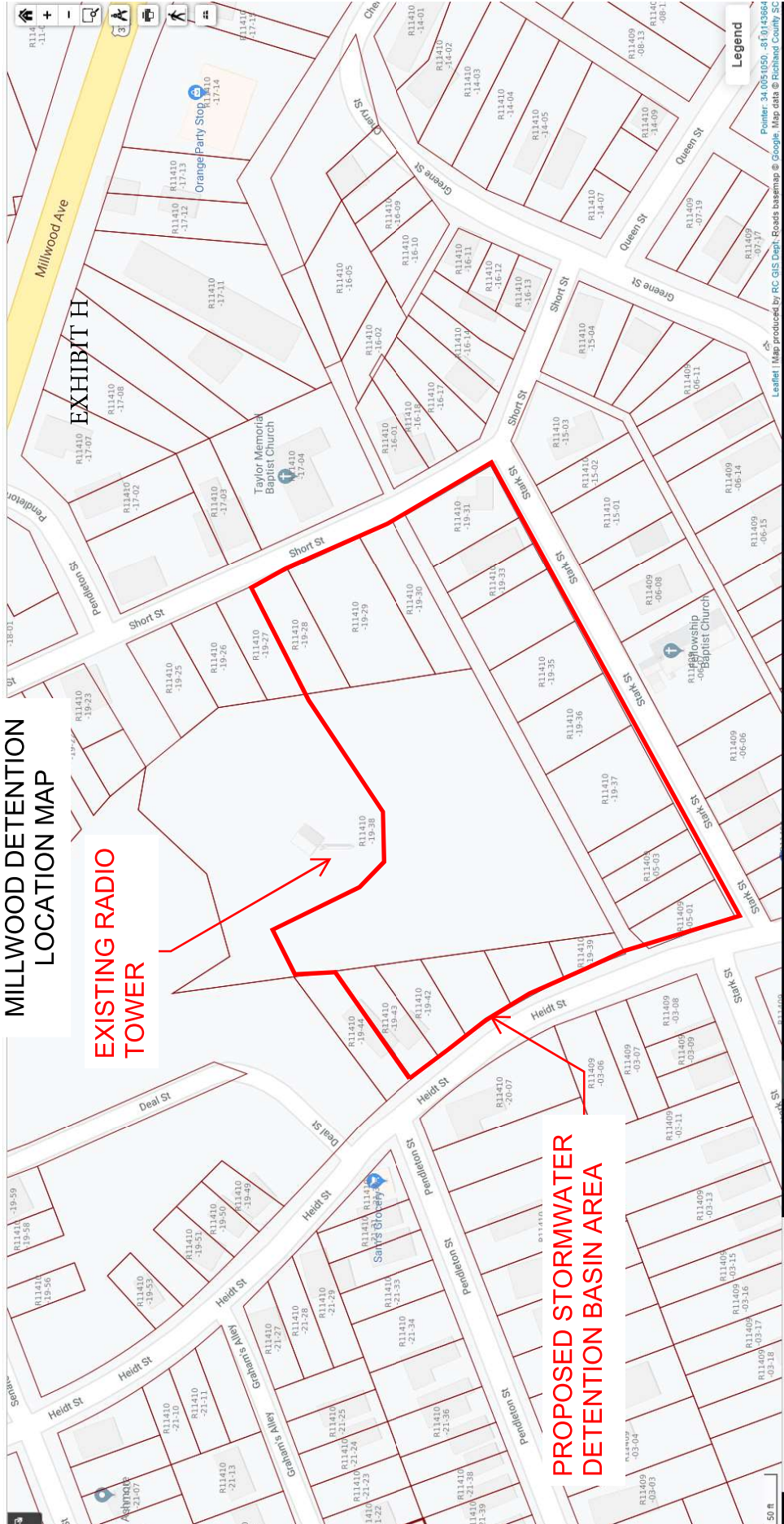


EXHIBIT H
MILLWOOD DETENTION
LOCATION MAP

EXISTING RADIO
TOWER

PROPOSED STORMWATER
DETENTION BASIN AREA

EXHIBIT H

9.b

Attachment: SD8433 Exhibit H - Location Map (5982 : 3)

Packet Pg. 145



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Replacement Parts for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Technologies, LLC as a Sole Source in the amount of \$175,273.20. This vendor is located in Waukesha, WI.

REQUISITION NO.: R203542, R204514, R204566

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant-Small Hand Tools & Other Equipment (5516208-623100); Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300); and Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300). The original budget amount is \$175,273.20.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

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

ATTACHMENTS:

- End user signed_R203542 R204514 R204566_ SSA_Evoqua 6 3 20 (PDF)



We Are Columbia

APPROVED AS TO FORM
[Signature]
 Legal Department City of Columbia, SC

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

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

ASST. CITY MGR.: Mr. Clint Shealy, ACM, Operations

CC: c/o Mr. Jeff Palen, CFO, Asst City Manager

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☒

FROM: Kimberly S. Brown

ACM JUSTIFICATION:

SUBJECT: Evoqua Sole Source - R203542, R204514, R204566

DATE: 5/13/2020

COMMENTS:

I have enclosed the subject documentation requesting: Priority Level

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|---|---|
| ☒ Sole Source Procurement | ☐ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☐ Yes or ☐ NoBudgeted item with funds readily available: ☐ Yes or ☐ NoFunds transfer will be required to procure this item or service: ☐ Yes or ☐ NoPlease return to Kimberly S. Brown, Respectfully requested by Purchasing *[Signature]*Attachments (1)

Attachment: End user signed_R203542 R204514 R204566_SSA Evoqua 6 3 20 (5987 : Sole Source for Evoqua Technologies, LLC)

SOLE SOURCE AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Evoqua Technologies, LLC (hereinafter referred to as the "Seller"), for Seller to provide certain services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods described in Exhibit B, attached hereto. The description of goods shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods under this AGREEMENT. The Seller shall be responsible for any costs relating to same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; proof of insurance required under section 7 below; and approval of the City Council, if applicable. This agreement is valid through June 30, 2020. An option to renew or continue purchasing goods for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.gov/procurement-contracts/rules-regulations>, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

4. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

5. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed a total purchase amount of One Hundred Seventy-Five Thousand, Two Hundred Seventy-Three dollars and 20/100 (\$175,273.20), unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods. Each invoice submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, 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.

6. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes

checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ **WORKERS COMPENSATION INSURANCE:** Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller 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 Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

11. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

12. **Entire Agreement.** This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

13. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

14. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

15. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller 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.

16. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Witness

By: _____

Title: City Manager

Date: _____

Evoqua Technologies, LLC

By: _____

Witness

SIGN HERE

By: _____

Title: RSM

Date: 06/02/2024

SIGN HERE

APPROVED AS TO FORM

Legal Department City of Columbia, SC

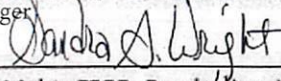
RECOMMENDED BY:



Joseph McMichael, Wastewater Plant Maintenance Supervisor
Plant Manager

KSB Ashley Dove, Wastewater

RECOMMENDED BY:



Sandra A. Wright, CPPB, Purchasing Agent

Exhibit A

Requisition # R203542, R204514, R204566JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro WWTP Division,

(1)

All replacement parts for the Envirex Jet-Tech, and Aqua Lator Systems

(2)

as a sole source procurement from Evoqua Water Technologies

(3)

based upon the following justifications that we need to replace the current bearing sleeves and sprockets. The ones currently

(4)

in use are over fifteen years old. The system for the clarifier, chain, valves, and other connected parts were designed

by Evoqua. These items/parts are made especially for our system. The only way to use another potential

potential vendor the entire system will need to be replaced. Over the past two fiscal years we have spent roughly

\$629,654.04 on this system with Evoqua. This does not include any architect/engineering/design fees.

This sole source is valid through June 30, 2020

Amount \$ 162,290.00 \$175,273.20

Utilities

Department

Signature of Department Head

4-7-2020

Date

Signature of Purchasing Agent

05/27/2020

Date

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

Signature of Finance Director

6/2/20

Date

Signature of Asst. City Manager

05/13/2020

Date

Signature of City Manager

05/13/2020

Date

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

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

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

Attachment: End user signed R203542 R204514 R204566 SSA Evoqua 6 3 20 (5987 : Sole Source for Evoqua Technologies, LLC)



To whom it may concern:

This is to confirm that Evoqua Water Technologies (EWT) is the sole source for Envirex™ Jet-Tech™, and Aqua-Lator™ systems.

We are the OEM, and retain all drawings and proprietary rights. Quoted parts are determined by taking into consideration performance requirements which are specific to the contract. This information can only be obtained from EWT and/or the local area representative.

EWT is the sole source for trained and certified field service techs for our equipment. Heyward-Charlotte Incorporated is our local area representative for installations in North and South Carolina.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, reading 'Douglas E. Pimlott'. The signature is written in a cursive style with a large, stylized 'D' and 'P'.

Doug Pimlott
Evoqua Water Technologies LLC
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com

R203542



eVOQUA
WATER TECHNOLOGIES

Exhibit B

Quote Number: 2019-341208 Rev: 4
Account ID: 0001041845

Proposal For: CITY OF COLUMBIA
Joe McMichael
1200 SIMON TREE LN
COLUMBIA, SC 29201
Phone: 8035450214

Doug Pimlott
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Item Pricing Summary for Evoqua (Envirex) V01-3016 (Train I Primaries)

Item	Part No Description	Qty	Unit Price	Ext. Price
1	W2T118830 BRNG,SLEEV;3 IN ID;4.94 IN OD;5.25 IN LG Reference #: 603-31141-6	25 EA	\$125.00	\$3,125.00
2	W3T307728 SPROCKET,720/730 17T STATIC 5.05"B BLK Reference #: 303-80346-20	50 EA	\$585.00	\$29,250.00
3	W2T270506 BRNG,SLEEV;3.4375 IN ID;4.94 IN OD (11625) Reference #: 603-31141-7	25 EA	\$125.00	\$3,125.00
4	W3T307721 SPROCKET,720/730 17T STATIC 3.55"B BLK Reference #: 303-80346-19	10 EA	\$585.00	\$5,850.00

Item(s) Subtotal: \$41,350.00

Shipping and Handling Charges: \$250.00

Total Price: \$41,600.00

Proposal Notes: Lead time remains at approximately 8-10 weeks ARO.



eVOQUA
WATER TECHNOLOGIES

Quote Number: 2020-381064 Rev: 1
Account ID: 0001041845

Original Evoqua Contract No.: V02C2485

Proposal For: CITY OF COLUMBIA
Joe McMichael
1200 SIMMON TREE LN
Columbia, SC 29201-5185
Phone: 8035450214

Doug Pimlott
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Item Pricing Summary

Item	Part No Description	Qty	Unit Price	Ext. Price
1	W3T228414 FLIGHT-SIGMA+, 3 X 8 X 238.00", POLY Reference #: 303-80278-36	200 EA	\$235.00	\$47,000.00
2	W3T24104 FLIGHT-SIGMA, 3 X 6 X 44.00", POLY Reference #: V01-3016-12-1	129 EA	\$90.00	\$11,610.00
3	W2T118830 BRNG,SLEEVE;3 IN ID;4.94 IN OD;5.25 IN LG Reference #: 603-31141-6	50 EA	\$125.00	\$6,250.00
4	W2T319470 BRNG,SLEEVE;2 IN ID;3.44 IN OD;5.25 IN LG Reference #: 603-31141-2	50 EA	\$125.00	\$6,250.00
5	W2T270506 BRNG,SLEEVE;3.4375 IN ID;4.94 IN OD Reference #: 603-31141-7	50 EA	\$125.00	\$6,250.00

Item(s) Subtotal: \$77,360.00

Shipping and Handling Charges: \$300.00

Total Price: \$77,660.00

Proposal Notes

Due to extreme volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 225.9 for April 2019.

If the MMPI exceeds 230.5 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 230.5

Please provide tax exempt certificate with purchase order.



eVOQUA
WATER TECHNOLOGIES

R204566

Quote Number: 2020-377984 REV2
Account ID: 0001041845

Original Evoqua Contract No.: V01-3016 &
11625/V02C2485

Proposal For: CITY OF COLUMBIA
Nancy Gonzalez
1200 SIMMON TREE LN
Columbia, SC 29201-5185
Phone: (803) 545-0178

Doug Pimlott
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Item Pricing Summary

Item	Part No Description	Qty	Unit Price	Ext. Price
1	W3T19282 SLEEVE-JAW CLUTCH, 1.627"B, RH, CAST IRON Reference #: 365973-AG	4 EA	\$710.00	\$2,840.00
2	W3T25018 SLEEVE-JAW CLUTCH, 1.627"B, LH, CAST IRON Reference #: 365973-AH	1 EA	\$710.00	\$710.00
3	W3T25016 SLEEVE-JAW, CLUTCH, 2.002"B, RH Reference #: 365973-AA	4 EA	\$710.00	\$2,840.00
4	W3T25017 SLEEVE-JAW CLUTCH, 2.002"B, LH Reference #: 365973-AB	4 EA	\$710.00	\$2,840.00
5	W3T22266 SPROCKET-SHEAR PIN, NH78 11T 1.62"B RH JC Reference #: 603-30965-98	4 EA	\$2,100.00	\$8,400.00
6	W3T22267 SPROCKET-SHEAR PIN, NH78 11T 1.62"B LH JC Reference #: 603-30965-99	4 EA	\$2,100.00	\$8,400.00
7	W3T22260 SPROCKET-SHEAR PIN, NH78 11T 2.00"B RH JC Reference #: 603-30965-102	4 EA	\$2,100.00	\$8,400.00
8	W3T22261 SPROCKET-SHEAR PIN, NH78 11T 2.00"B LH JC Reference #: 603-30965-103	4 EA	\$2,100.00	\$8,400.00

Item(s) Subtotal: \$42,830.00

Shipping and Handling Charges: \$200.00

Total Price: \$43,030.00



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on June 2, 2020.

ATTACHMENTS:

- 2020-046 amend Sec 23-205 Stormwater service charge rates (defer 2020 increase) (PDF)

HISTORY:

06/02/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-046

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b)

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b), is amended to read as follows:

Sec. 23-205. Stormwater service charge rates.

(a) Stormwater service charge rates may be determined and modified from time to time by the Columbia City Council so that the total revenue generated by said charges and any other sources of revenues or other resources allocated to stormwater management by the city council to the stormwater management utility shall be sufficient to meet the cost of stormwater management services, systems, and facilities, including but not limited to the payment of principal and interest on debt obligations, operating expense, capital outlays, non-operating expense, provisions for prudent reserves, and other costs as deemed appropriate by the city council. The following stormwater service charge rates shall apply:

(1) Detached single-family dwelling units. Detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit, as defined in this article.

(2) Other developed lands. All developed lands not classified as detached single-family dwelling units, as defined by this ordinance, shall be billed for one equivalent residential unit for each 2,454 square feet or fraction thereof of impervious area on the subject property. There will be no service charge for developed lands with fewer than 600 square feet of impervious area.

(b) The monthly stormwater service charge rate per equivalent residential unit, as defined in this ordinance, shall be:

\$ 11.80 Beginning July 1, 2017
 \$ 12.54 Beginning July 1, 2018
 \$ 13.32 Beginning July 1, 2019
~~\$ 14.15 Beginning July 1, 2020~~
\$ 14.15 Beginning July 1, 2021
~~\$ 15.03 Beginning July 1, 2021~~
\$ 15.03 Beginning July 1, 2022

This ordinance is effective as of July 1, 2020.

Requested by:

Mayor Benjamin _____

 Mayor

Approved by:

 City Manager

Approved as to form:

T. A. Knox

ATTEST:

 City Attorney

 City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:
First reading approval was given on June 2, 2020.

ATTACHMENTS:

- 2020-050 adopt 2020-2021 budget (PDF)
- FY 20-21 Proposed Budget 6-2-20 revised (PDF)
- FY 20-21 Public Hearing Updated (PDF)

HISTORY:

06/02/20

Columbia City Council

APPROVED ON FIRST READING.

Upon a motion of Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve as amended to revise the FY 2020/2021 Proposed Budget to decrease the transfer from the Hospitality Tax Fund to the General Fund in the amount of \$1,235,000 for a new allocation of \$1,540,000.

ORDINANCE NO.: 2020-050

*To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina,
for the Fiscal Year ending June 30, 2021*

BE IT ORDAINED by the Mayor and Council this ____ day of June, 2020 as follows:

Section 1. That a tax to cover the period from the first day of July 2020, to the thirtieth day of June 2021, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of Richland and Lexington Counties, South Carolina, for the credit to The City of Columbia, South Carolina, for the use and service thereof; that is to say, a tax rate of ninety-three and eight tenths (93.8) mills, on the value of all real estate and personal property of every description owned and used in The City of Columbia, South Carolina, except such as is exempt from taxation under the Constitution and law of the State of South Carolina, is and shall be levied and paid into the County Treasury for the credit to The City of Columbia for the corporate purposes, permanent improvements, for the purpose of paying current expenses, and for the payment of interest and retiring outstanding bonds of the said City. Such tax is levied on such property as assessed for taxation for County and State purposes.

Section 2. That the budget heretofore adopted by the City Council and the estimated revenue for the payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 3. That the billing dates, the penalty dates, and the amount of penalty which shall be levied for delinquent taxes shall be the same as those established by Richland and Lexington Counties pursuant to State Law.

Section 4. That the City Manager shall administer the budget and may authorize the following to achieve the goals of this budget:

- a. Authorize the transfer of appropriated funds within and between departments and funds as necessary.
- b. Controls shall be made by fund appropriation.
- c. Designate continuing projects from fund balances.

Encumbrances will be carried over to the next year as a reserve to the fund balance.

Expenditures approved by council shall automatically carry amendments to fund appropriation where necessary.

Section 5. If for any reason any sentence, clause or provision of this ordinance shall be declared invalid, such shall not affect the remaining provisions hereof.

Requested by:

City Manager

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



FY 2020/2021 Operating Budget Summaries

General Fund
Water & Sewer Operating
Storm Water Operating
Parking Fund
Hospitality Tax
Accommodations Tax



GENERAL FUND SUMMARY
FY 2020/2021

	9/2019; 3/2020	as of 6-2-2020		
	ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	REVISED FY 20/21	Increase / (Decrease) % Change
REVENUE CATEGORIES				
GENERAL PROPERTY TAX	57,333,994	59,015,129	57,333,994	
LICENSES AND PERMITS	40,379,287	42,163,401	38,379,287	
FROM OTHER AGENCIES	16,017,801	16,476,135	16,017,801	
CURRENT SERVICE CHARGES	13,088,203	15,485,490	15,088,203	
FINES & FORFEITURES	677,587	1,062,800	677,587	
MISCELLANEOUS REVENUE	231,412	225,300	231,412	
INTEREST ON INVESTMENT	289,662	197,500	289,662	
RENTS & SALE OF PROPERTY	272,215	397,000	272,215	
TOTAL REVENUE	128,290,161	135,022,755	128,290,161	(6,732,594) -4.99%
TRANSFERS IN				
FROM OTHER FUNDS	3,936,805	90,000		
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	
FROM HOSPITALITY TAX	3,700,000	2,775,000	1,540,000	
FROM CAPITAL LEASE PROCEEDS		9,250,000		
FROM PARKING FUND	500,000	500,000	500,000	
FROM WATER & SEWER	4,189,680	4,189,680	4,189,680	
FROM WATER & SEWER - COVID 19 EMERGENCY RESPONSE		6,325,000	2,000,000	
FROM STORM WATER	560,000	560,000	560,000	
FROM UN-APPROPRIATED SURPLUS	-	3,000,000	-	
TOTAL TRANSFERS IN	12,911,485	26,714,680	8,814,680	(16,665,000) -62.38%
TOTAL GENERAL FUND REV & TRANS	141,201,646	161,737,435	137,104,841	(23,397,594) -14.47%
DEPARTMENTS				
LEGISLATIVE - MAYOR & CITY COUNCIL	749,648	813,360	703,184	
ADMINISTRATION - CITY MANAGER	578,859	896,621	878,623	
GOVERNMENTAL AFFAIRS	360,174	302,173	264,165	
ADMINISTRATION - ACM DEVELOPMENT & COMMUNITY SRVCS	509,553	499,898	514,082	
ADMINISTRATION - ACM CHIEF FINANCIAL OFFICER	236,534	244,124	243,722	
ADMINISTRATION - ACM OPERATIONS	119,566	293,028	335,544	
HUMAN RESOURCES	1,068,622	1,157,391	1,105,025	
BUDGET & PROGRAM MANAGEMENT OFFICE	321,066	626,901	551,085	
PUBLIC RELATIONS	771,099	859,953	796,168	
COUNCIL SUPPORT SERVICES	385,178	448,752	328,066	
LEGAL	2,041,721	2,298,342	2,402,199	
MUNICIPAL COURT	2,327,487	2,666,890	2,454,480	
FINANCE	1,782,499	2,208,747	2,108,011	
OFFICE OF BUSINESS OPPORTUNITIES	819,425	1,076,845	791,506	
COMMUNITY DEVELOPMENT	327,884	395,485	377,268	
PLANNING & DEV. SERVICES	3,487,231	3,794,197	3,342,072	
POLICE	43,209,371	43,853,152	41,838,684	
EMERGENCY MANAGEMENT	561,071	601,167	561,781	
911 EMERGENCY COMMUNICATIONS	3,029,264	3,205,401	3,021,406	
FIRE	21,608,472	23,784,299	21,900,925	
PARKS & RECREATION	12,760,875	13,817,082	12,752,454	
PUBLIC WORKS	17,921,776	19,645,930	18,652,531	
SUPPORT SERVICES	1,742,867	2,201,451	1,404,433	
INFORMATION TECHNOLOGY	4,073,970	4,356,785	3,918,627	
TOTAL DEPARTMENT	120,794,212	130,047,974	121,246,038	(8,801,936) -6.77%
NON-DEPARTMENTAL & MISC.				
COMMUNITY PROMOTIONS	201,017			
CAPITAL LEASE PURCHASE	3,619,290	5,420,797	5,508,754	
SOLICITOR'S OFFICE	215,817	215,817	215,817	
PUBLIC DEFENDER	100,000	138,000	138,000	
HOMELESS SERVICES	999,903	1,000,000	1,000,000	
ECONOMIC STABILIZATION - NON-PROFIT PROGRAM		500,000		
SENIOR RESOURCES EMERGENCY NUTRITION PROGRAM		250,000		
DETENTION CENTER PER DIEM	380,985	600,000	500,000	
SPECIAL EMERGENCY RESERVE		3,150,000	380,354	
NON-DEPARTMENTAL & MISC.	23,361	40,000	40,000	
OFFICE SPACE LEASE - 1225 LADY STREET	632,322	640,000	300,000	
BAD DEBT/CASH OVER/SHORT/SALES TAX	8,705		-	
TOTAL NON-DEPARTMENTAL	6,181,400	11,954,614	8,082,925	(3,812,043) -31.89%
TOTAL EXPENDITURES	126,975,612	142,002,588	129,328,963	(13,077,109) -9.21%
TRANSFERS OUT				
TO INTERNAL SERVICE FUNDS	3,087,000	3,169,923	2,766,439	
TO DEBT SERVICE	4,955,600	3,668,213	3,395,288	
TO COMPONENT UNIT	1,614,151	1,661,711	1,614,151	
TO OTHER FUNDS	246,927		-	
TO SMALL BUSINESS PROGRAMS		1,500,000		
TO CAPITAL IMPROVEMENTS	416,426	485,000		
TO CAPITAL REPLACEMENTS	-	9,250,000	-	
TOTAL TRANSFERS OUT	10,320,104	19,734,847	7,775,878	(10,320,485) -52.30%
TOTAL BUDGET	137,295,716	161,737,435	137,104,841	(23,397,594) -14.47%
TOTAL SURPLUS/(DEFICIT)	3,905,930	0	-	

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

WATER/SEWER OPERATING FUND SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	3/20/2020 AMENDED BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
WATER SALES	91,951,579	102,504,614	101,191,576		
SEWER SALES	54,326,690	57,287,368	62,386,428		
MISCELLANEOUS REVENUE	241	45,042	45,042		
FINES AND FORFEITURES	806,215	656,500	656,500		
TOTAL OPERATING REVENUES	147,084,725	160,493,524	164,279,546	3,786,022	2%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	7,381,337	3,964,600	4,240,557		
RENTS & USE OF PROPERTY	279,522	162,328	162,328		
FROM FUND BALANCE		6,325,000			
TOTAL NON-OPERATING REVENUES	7,660,859	10,451,928	4,402,885	(6,049,043)	-58%
TOTAL REVENUE & TRANSFERS IN	154,745,584	170,945,452	168,682,431	(2,263,021)	-1%
<u>EXPENDITURES</u>					
ADMINISTRATION	507,857	1,186,754	1,252,681		
CUSTOMER CARE CENTER	4,587,481	5,164,867	5,389,795		
FINANCE	1,551,971	2,089,810	2,085,662		
FIRE HYDRANT MAINTENANCE	543,293	626,617	639,756		
POLICE - CSO/PUBLIC SAFETY	1,054,314	1,427,539	1,372,396		
PUBLIC WORKS-STREET REPAIR	983,834	1,625,964	1,768,737		
GENERAL SERVICES PUBLIC BLDGS.	1,818,153	2,393,145	2,473,890		
GIS MANAGEMENT	577,115	660,635	758,354		
UTILITIES	47,735,963	65,482,528	69,776,979		
ENGINEERING	11,543,661	12,727,389	14,419,202		
TOTAL OPERATING	70,903,642	93,385,248	99,937,452	6,552,204	7%
<u>Non-Operating Departments & Non-Departmental</u>					
ECONOMIC DEV DEPARTMENT	984,336	1,289,747	1,337,051		
TOTAL NON-OPERATING DEPARTMENTS	984,336	1,289,747	1,337,051	47,304	4%
DEBT SERVICE	24,026,729	37,525,517	41,946,034		
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500		
TECHNOLOGY REPLACEMENTS	7,495	1,000,000	1,000,000		
NON-DEPARTMENTAL	50,000	85,000	35,000		
BAD DEBT	3,708,798	795,328	0		
RESERVE	0	6,141,432	898,714		
TOTAL NON-DEPARTMENTAL OPERATING	27,846,522	45,625,777	43,958,248	(1,667,529)	-4%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,189,680		
TO GENERAL FUND - COVID 19 EMERGENCY RESPONSE	0	6,325,000	2,000,000		
TO WATER/SEWER CAPITAL IMP.	20,000,000	17,500,000	14,000,000		
TO INTERNAL SERVICE FUNDS	2,991,635	2,630,000	3,260,000		
TOTAL TRANSFERS	27,181,315	30,644,680	23,449,680	(7,195,000)	-23%
TOTAL BUDGET	126,915,815	170,945,452	168,682,431	(2,263,021)	-1%
TOTAL SURPLUS/(DEFICIT)		0	0		

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

STORM WATER OPERATING SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	13,625,800	13,988,299	13,988,299		
STORM WATER REVIEW	14,950	20,000	20,000		
STORM WATER INSPECTIONS	7,700	15,000	15,000		
TOTAL OPERATING REVENUES	13,648,450	14,023,299	14,023,299		
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	966,169	346,800			
TRANSFER FROM STORM WATER IMPROVEMENTS	252,133				
TOTAL NON-OPERATING REVENUES	1,218,302	346,800	0	(346,800)	-100%
TOTAL REVENUES & TRANSFERS IN	14,866,752	14,370,099	14,023,299	(346,800)	-2%
<u>EXPENDITURES</u>					
<u>DEPARTMENTS</u>					
ENGINEERING	1,827,716	3,253,432	3,089,966		
PUBLIC WORKS	2,410,856	4,299,662	4,799,185		
TOTAL DEPARTMENTS	4,238,572	7,553,094	7,889,151	336,057	4%
<u>NON-DEPARTMENTAL EXPENSES</u>					
DEBT SERVICE	0	2,492,986	2,490,250		
BAD DEBT	4,040	0	0		
RESERVE	0	2,029,019	2,029,019		
TOTAL NON-DEPARTMENTAL	4,040	4,522,005	4,519,269	(2,736)	-0%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000	560,000		
TO STORM WATER CAPITAL PROJECTS	11,431,824	1,735,000	1,054,879		
TOTAL OTHER	11,991,824	2,295,000	1,614,879	(680,121)	-3%
TOTAL BUDGET	16,234,436	14,370,099	14,023,299	(346,800)	-2%
TOTAL SURPLUS/(DEFICIT)		0	0		

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

PARKING OPERATING FUND SUMMARY

FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>OPERATING REVENUES</u>					
STREET PARKING METERS	3,056,122	3,100,000	2,480,000		
PARKING GARAGES	3,172,197	3,083,000	2,820,000		
PARKING LOTS	483,762	355,400	309,400		
MISCELLANEOUS REVENUE	15,132	11,750	11,750		
VALIDATIONS	38,526	10,000	45,000		
IN-OUT PARKING	70,715	70,000	63,000		
PARKING METER BAG FEE	177,430	185,000	166,500		
NON-MOVING VIOLATIONS	1,628,362	1,723,423	1,601,000		
TOTAL REVENUE	8,642,246	8,538,573	7,496,650	(1,041,923)	-12.2%
<u>NON-OPERATING & TRANSFERS IN</u>					
INTEREST REVENUE	168,448	120,200	120,200		0.0%
RENTS & USE OF PROPERTY	111,560	103,400	110,400		6.8%
FROM FUND BALANCE	0	96,797	0		-100.0%
TOTAL NON-OPERATING & TRANSFERS	280,008	320,397	230,600	(89,797)	-28.0%
TOTAL REVENUES & TRANSFERS IN	8,922,254	8,858,970	7,727,250	(1,131,720)	-12.8%
<u>EXPENDITURES</u>					
<u>Operating Departments</u>					
FINANCE - PARKING PAVMENT SERVICES	106,702	105,082	106,702		
PARKING OPERATIONS	2,799,507	3,091,964	2,799,507		
GENERAL SERVICES PARKING FACILITIES	708,265	1,785,282	708,265		
ARSENAL HILL GARAGE	24,522		24,552		
LADY ST. GARAGE	65,843		65,843		
LOTS	7,423		7,423		
SUMTER ST. GARAGE	79,311		79,311		
TAYLOR ST. GARAGE	14,722		14,722		
WASHINGTON ST. GARAGE	37,234		37,234		
PENDLETON	54,011		54,011		
LINCOLN STREET GARAGE	45,286		45,286		
CITY CENTER GARAGE	78,674		78,674		
DEVINE STREET	19,900		19,900		
PARKING FACILITIES	1,135,191	4,877,246	1,135,221		
PUBLIC WORKS	77,682	100,669	77,682		
TOTAL OPERATING DEPARTMENTS	4,119,082	5,082,997	4,119,112	(963,885)	-19.0%
<u>Non-Departmental</u>					
DEBT SERVICE	2,722,799	2,706,959	2,706,746		
NON-DEPARTMENTAL/MISC.	215,483	5,000	5,000		
TECHNOLOGY REPLACEMENT	0	100,000	0		
BAD DEBT / YEAR END ACCRUALS	42,900	0	0		
RESERVE	0	72,014	4,392		
TOTAL NON-DEPARTMENTAL	2,981,182	2,883,973	2,716,138	(167,835)	-5.8%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	500,000	500,000	500,000		
TO INTERNAL SERVICES	377,118	392,000	392,000		
TOTAL TRANSFERS	877,118	892,000	892,000	0	0.0%
TOTAL BUDGET	7,977,382	8,858,970	7,727,250	(1,131,720)	-12.8%
TOTAL SURPLUS/(DEFICIT)	944,872	0	0		

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

HOSPITALITY TAX SUMMARY

FY 2020/2021

		12/3/19; 3/20/20			
		ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	PROPOSED FY 20/21	DIFF Inc/(Dec)
					CHAN %
<u>REVENUES</u>					
HOSPITALITY TAX		11,759,577	11,138,972	7,100,777	
FINES & LATE FEES		87,384	40,000	40,000	
INTEREST		21,787		25,000	
TOTAL REVENUES		11,868,748	11,178,972	7,165,777	(4,013,195) -35.9%
<u>TRANSFERS IN & OTHER FINANCING</u>					
FM FUND BALANCE		456,994	177,743		
TOTAL REVENUE & TRANSFERS IN		12,325,742	11,356,715	7,165,777	(4,190,938) -36.9%
<u>EXPENDITURES</u>					
HOSPITALITY TAX COMMITTEE ALLOCATIONS		2,506,063	2,066,213		
PRIOR YEAR CARRYFORWARDS			52,943		
LINE ITEM AGENCIES		2,605,768	2,746,044	-	
COUNCIL ALLOCATIONS		752,553	803,049	2,583,982	
<u>TRANSFERS OUT</u>					
TO GEN. FUND		3,700,000	2,775,000	1,540,000	
TO DEBT SERVICE		2,761,358	2,913,466	3,041,795	
TOTAL TRANSFERS OUT		6,461,358	5,688,466	4,581,795	
TOTAL BUDGET		12,325,742	11,356,715	7,165,777	(4,190,938) -36.9%
TOTAL SURPLUS/(DEFICIT)		0	0	0	

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

ACCOMMODATIONS TAX

FY 2020/2021

	ACTUAL FY 18/19	AMENDED FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUES</u>					
ACCOMMODATIONS TAX	2,944,111	2,686,160	1,472,056		
INTEREST EARNINGS	12,831				
TOTAL REVENUES	2,956,942	2,686,160	1,472,056		
<u>TRANSFERS IN</u>					
FROM FUND BALANCE	155,242	14,742			
TOTAL REVENUE & TRANSFERS IN	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
<u>EXPENDITURES</u>					
ACCOMMODATIONS TAX ALLOCATIONS					
CONVENTION & VISITORS BUREAU	2,503,186	2,148,887			
LAKE MURRAY TOURISM	441,739	379,215			
COMMITTEE ALLOCATIONS	2,944,925	2,528,102	1,374,703	(1,153,399)	
5% ALLOCATION	3,009	6,000	72,353		
COMMITTEE EXPENSES		3,000			
LOURIE SENIOR CENTER	26,000				
TOGETHER WE CAN READ	19,450	25,000			
RICHLAND COUNTY LIBRARY		5,000			
SENIOR RESOURCES (grant match)		25,000			
COLUMBIA COUNCIL OF NEIGHBORHOODS	10,000				
ONEColumbia	83,800	83,800			
TOTAL GENERAL ALLOCATIONS (5%)	142,259	147,800	72,353	(75,447)	
TOTAL EXPENSES	3,087,184	2,675,902	1,447,056	(1,228,847)	-46%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	25,000	25,000	25,000		
TOTAL OTHER FUNDS	25,000	25,000	25,000	-	0%
TOTAL BUDGET	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
TOTAL SURPLUS/(DEFICIT)	0	0	0		

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)



FY 2020/2021 Capital Improvement Program

Water & Sewer CIP
Storm Water CIP





PROPOSED FY20-21 Water CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
WM4323	Unforeseen Projects	Other	1,500,00
		Total Other	\$ 1,500,0
WM4547	Bitternut BPS Improvements	System Expansion	1,000,00
		Total System Expansion	\$ 1,000,0
WM3355	Utility Conflicts (Annual)	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,0
WM4549	Alternative Raw Water Pump Station at Canal WTP (Phase 1 of 2)	Water Plant	3,000,00
WM4545	Canal and Lake Murray WTP Filter Improvements	Water Plant	3,500,00
		Total Water Plant	\$ 6,500,0
WM3001	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	3,000,00
		Total Water Quality	\$ 3,000,0
		Total Water CIP	\$15,000,0

PROPOSED FY20-21 Wastewater CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
SS7560	Lower Crane Creek Storage Facility and Pump Station	Capacity	1,700,00
SS7562	Gills Creek Relief Sewer Phase 1	Capacity	750,00
SS7564	WCPS Improvements	Capacity	750,00
SS7565	Lower Kinley Creek Sewer Improvements	Capacity	1,000,00
SS7566	Upper Kinley Creek Sewer Improvements Phase 2	Capacity	500,00
		Total Capacity	\$ 4,700,0
SS7236	CD Program Management	Other	4,500,00
SS7286	CE Projects not yet Defined	Other	2,000,00
SS7288	Unforeseen & Miscellaneous Projects	Other	2,000,00
		Total Other	\$ 8,500,0
SS7424	Broad River 02 SSES	Rehab	8,150,00
SS7548	Shady Lane FM Replacement	Rehab	400,00
SS7554	Harbison #4 PS/FM	Rehab	250,00
		Total Rehab	\$ 8,800,0
SS7561	Sewer Utility Relocation	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,0
		Total Wastewater CIP	\$25,000,0
		Total Water and Wastewater CIP	\$40,000,0

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

PROPOSED FY20-21 STORMWATER CIP

Fiscal Year 20/21 Stormwater CIP		
Project ID	Project Title	FY 20-21 Plan
SD8159	Gregg & Gervais Phase 2	\$225,000
SD8395	Taylor & Washington 60" Improvement	\$397,650
SD8435	Whaley at Railroad Crossing Stormwater Upgrade	\$562,500
SD8439	Whaley & Main Street Crossing Upgrade	\$562,500
SD8325	Shandon Phase 2	\$3,019,027
SD8013	Eightmile Branch from Danfield to Chinaberry	\$270,000
SD8471	Allen-Benedict Bioretention (LID-40)	\$375,000
SD8473	Belvedere Stream Stabilization	\$709,203
SD8434	Stream Restoration along Rocky Branch (Maxcy Gregg)	\$850,000
SD8438	Queen Street	\$2,754,706
SD8468	Yorkshire	\$2,529,900
SD8449	Gills Creek Debris Removal	\$5,800,000
SD8371	Penn Branch Drainage Improvements	\$1,510,460
SD8474	Stormwater Projects	\$450,000
TOTAL STORMWATER CIP		\$20,115,946

Attachment: FY 20-21 Proposed Budget 6-2-20 revised (5965 : Ordinance No.: 2020-050 Adopt 2020-2021 Budget)

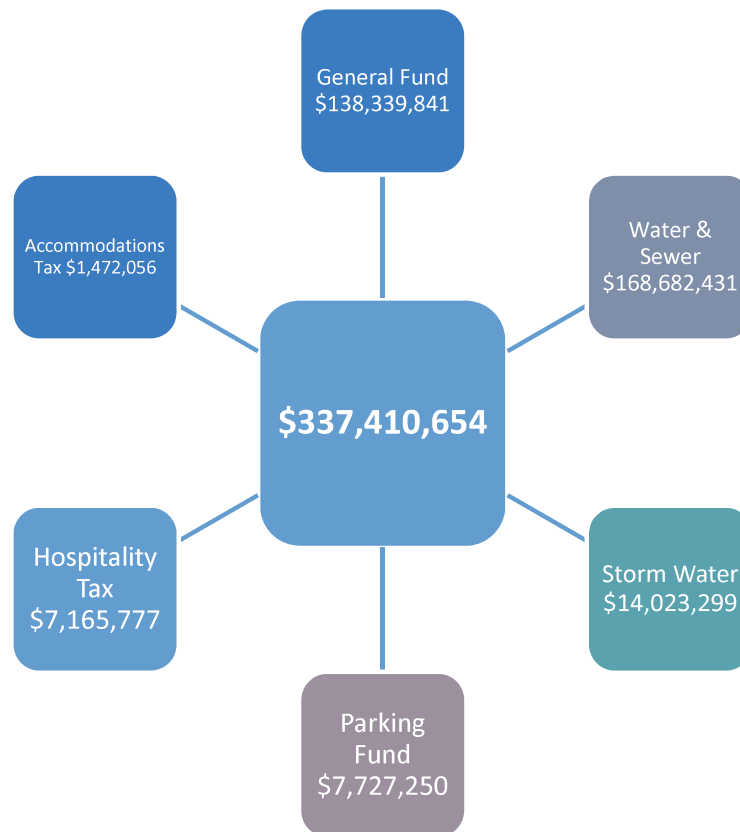
City of Columbia

FY 2020-2021 Proposed Budget *Public Hearing*



June 2, 2020

FY 2020/2021 PROPOSED OPERATING BUDGET



FY 2020/2021 Proposed Budget

- Continuity of Operations
- Continuing to provide excellent day-to-day service to our community
- Fulfilling the City's financial obligations
 - debt service payments and other financial commitments



We Are Columbia

COVID 19 – Potential Impacts by Revenue Source

- Limited information generally used for forecasting revenues.
- Revenues that fluctuate based on economic drivers are anticipated to have the most impact.
- The impact of COVID 19 in terms of severity and length of time are not known.

General Fund

- Business License (28% of General Fund)
- User Fees – Parks & Recreation
- Transfer from Hospitality Tax
- Possible others – Court Fines, property tax collections, LOST

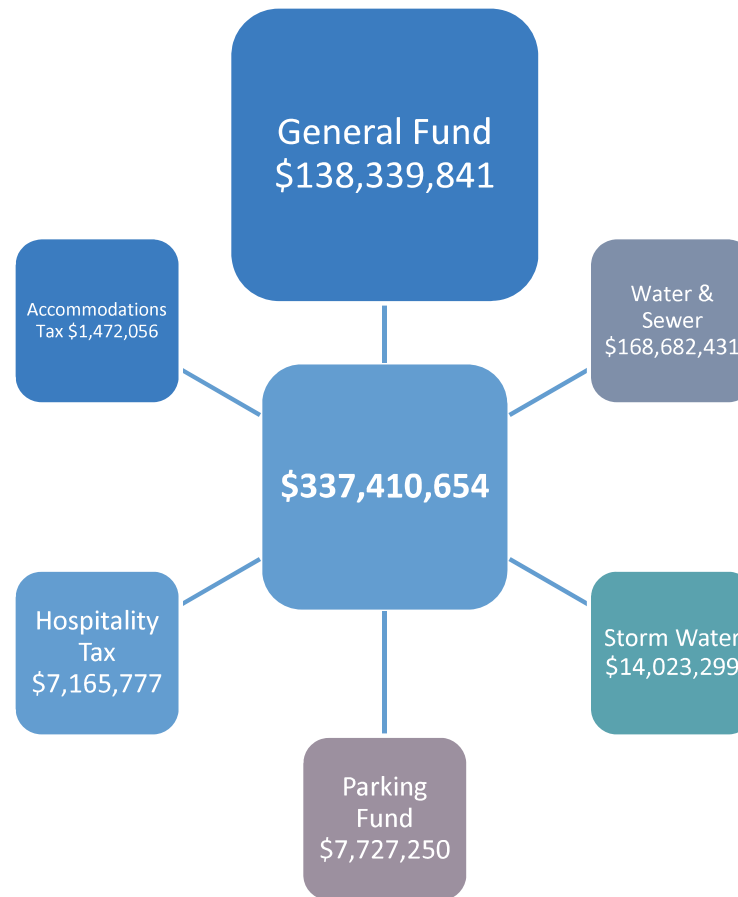
Parking Fund

- Street meters
- Event Parking
- Parking Garages

Special Revenue

- Hospitality Tax
- Accommodations Tax
 - *State & Local*

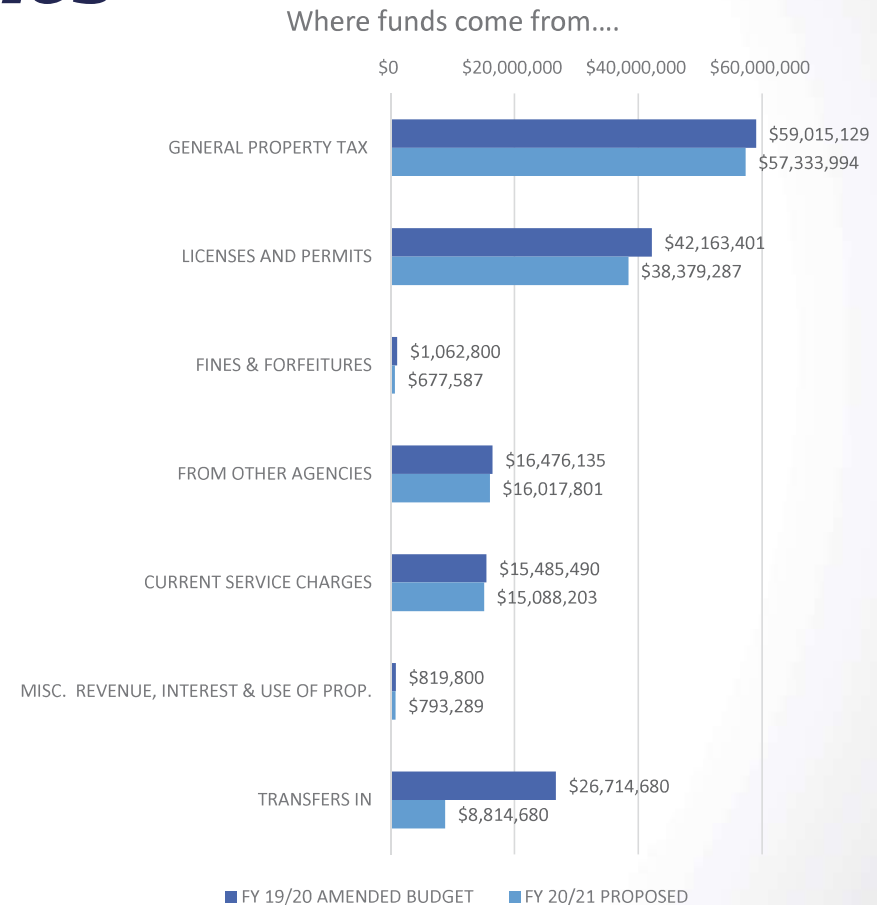
FY 2020/2021 Proposed Budget General Fund



FY 20/21 Proposed Budget

General Fund Revenues

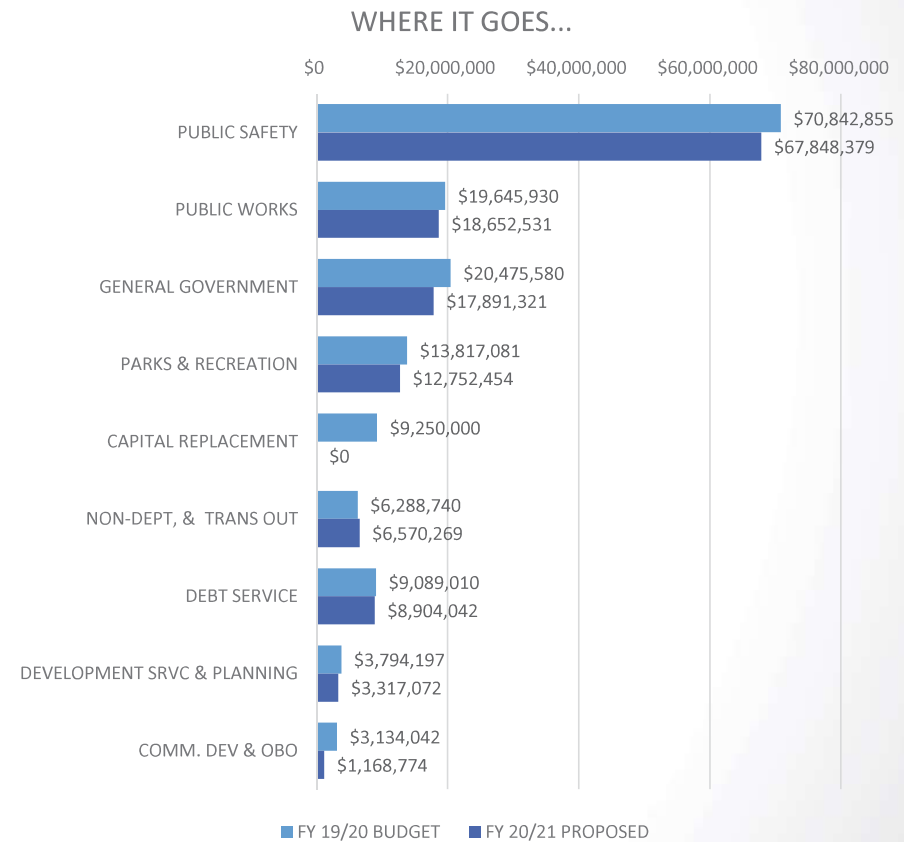
- FY 2020/2021 General Fund \$138,339,841
 - \$24.6M reduction from current year
 - \$4M reduction from prior year actuals
- Budget is in balance as required by state law.
- No increase in millage rates or fees.
- Revenues are estimated, using prior year (FY 18/19) actuals.
 - Business License and Permits
- Transfers In Significantly reduced
 - Capital Lease proceeds & Hospitality Tax
- Anticipate amending the budget later in the year.



FY 20/21 Proposed Budget

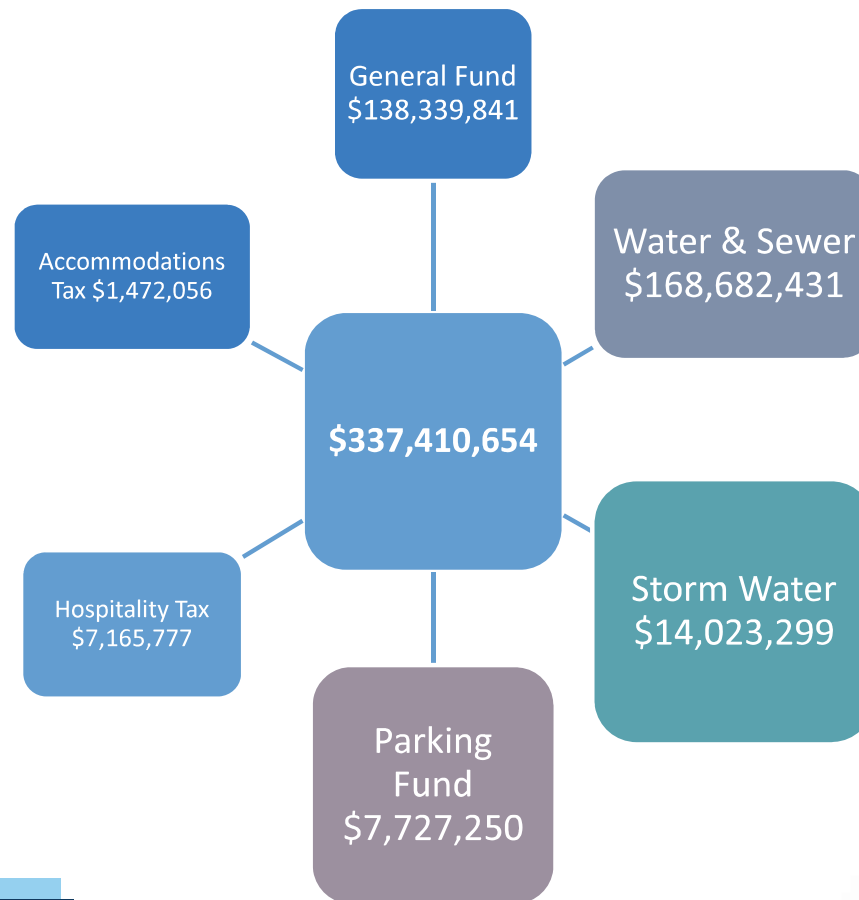
General Fund Expenditures

- FY 2020/2021 General Fund \$138,339,841
 - \$24.6M reduction from current year
 - \$4M reduction from prior year (FY18/19 Actuals)
- Budget developed with focus on preserving personnel & maintaining service levels.
- Based on FY 18/19 Actual Expenditures with additional adjustments.
- Suspends capital replacement program and capital improvements.
- Budget represents best case scenario at this time.



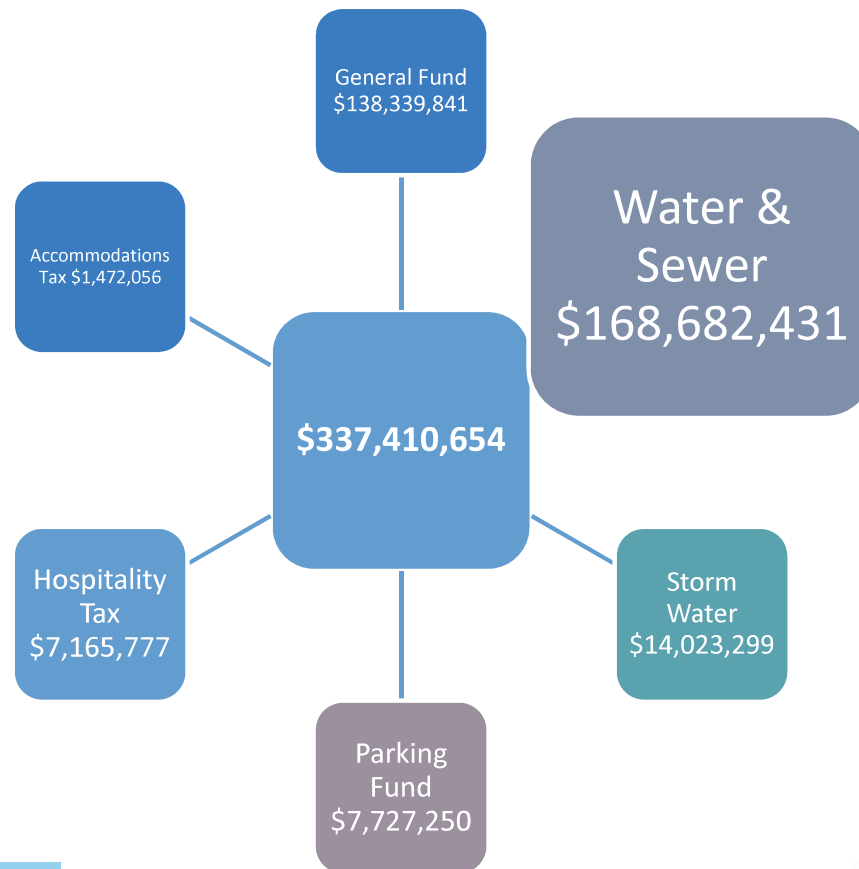
FY 2020/2021 Proposed Budget

Enterprise Funds



FY 2020/2021 Proposed Budget

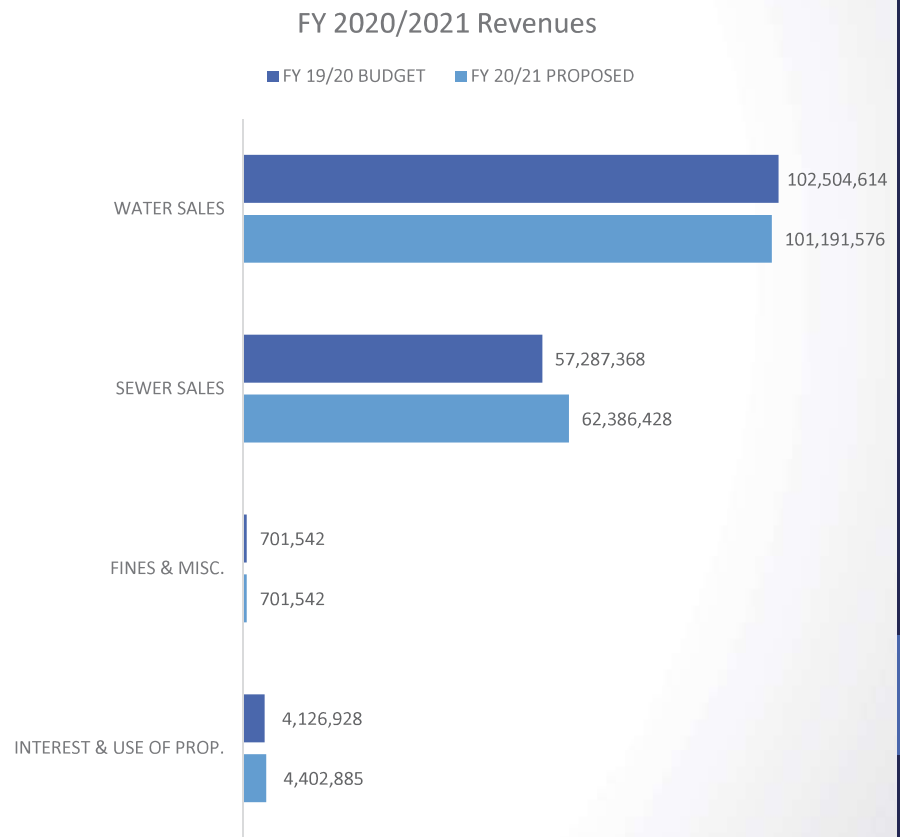
Water & Sewer Fund



FY 2020/2021 Proposed Budget

Water & Sewer Fund Revenues

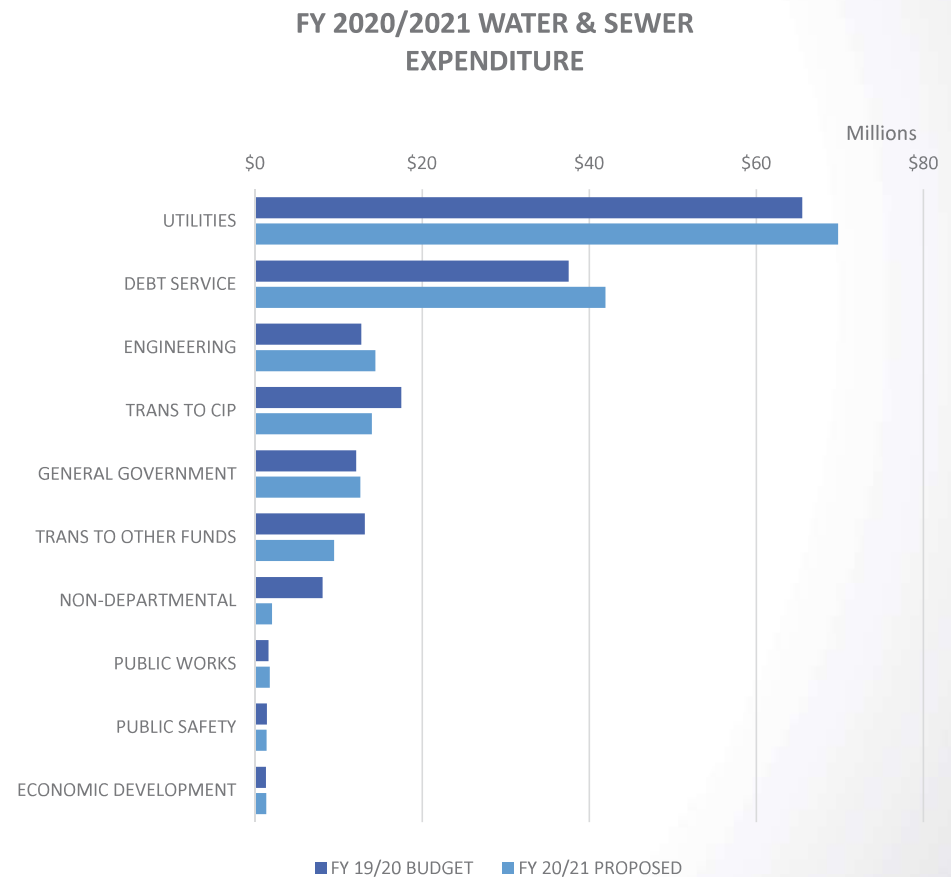
- Total Proposed Budget \$168,682,431
 - decrease of \$2,263,021 or 1.3% from the current year Amended Budget
 - Water and Sewer Sales total \$157M
 - Other Sources \$11M
- No rate increase proposed.



FY 2020/2021 Proposed Budget

Water & Sewer Fund Expenditures

- Total Budget \$168,682,431
- Department Budgets
 - \$101,274,503; 60% of budget
- Utilizing more technology to deliver services
 - Continues AMI project
 - More on-line opportunities to interact with customers
 - providing more ways to provide information to customers
- Debt
 - \$41,946,034 – 25% of budget
- Transfer to Capital Improvement Program
 - \$14,000,000; 8% of total budget
- Transfer to General Fund
 - \$6,189,680
 - Includes \$2,000,000 for COVID 19 Response



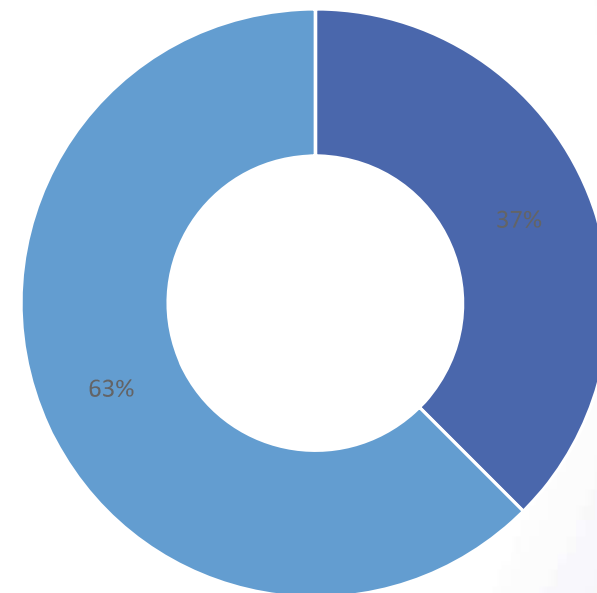
FY 2020/2021 Proposed Budget

Water & Sewer Capital Improvement Fund

Total \$40,000,000

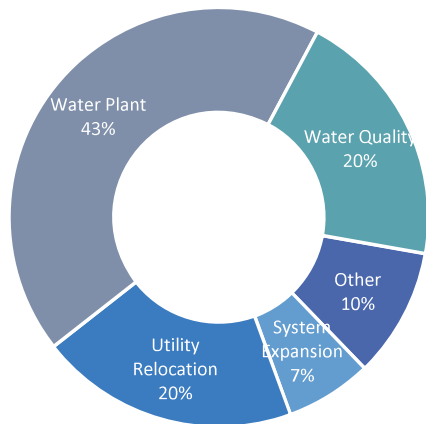
- \$15,000,000 Water Improvements
- \$25,000,000 Wastewater Improvements
- Funded using combination of system revenues and revenue bonds
 - Uses \$14M – 28.9% from system revenues
 - \$26,000,000 – 71.1% in bond proceeds
- Meets deliverables of EPA consent decree with adjusted timeframe.
- Maintains required Financial Metrics
 - Debt Service Coverage
 - Fund Balance Reserve

■ Water Improvemets ■ Wastewater Improvements



FY 2020/2021 Proposed Budget

Water Capital Improvement Program



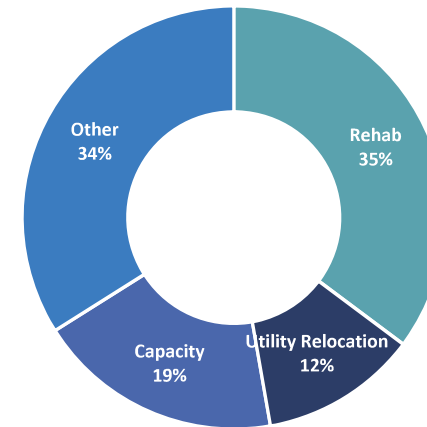
Water Capital Improvement Program
By Type

PROPOSED FY20-21 Water CIP		
Project Name	Type of Improvement	FY20-21 Plan
Unforeseen Projects	Other	\$1,500,000
	Total Other	\$1,500,000
Bitternut BPS Improvements	System Expansion	\$1,000,000
	Total System Expansion	\$1,000,000
Utility Conflicts (Annual)	Utility Relocation	\$3,000,000
	Total Utility Relocation	\$3,000,000
Alternative Raw Water Pump Station at Canal WTP (Phase 1 of 2)	Water Plant	\$3,000,000
Canal and Lake Murray WTP Filter Improvements	Water Plant	\$3,500,000
	Total Water Plant	\$6,500,000
Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	\$3,000,000
	Total Water Quality	\$3,000,000
	Total Water CIP	\$15,000,000

FY 2020/2021 Proposed Budget

Wastewater Capital Improvement Program

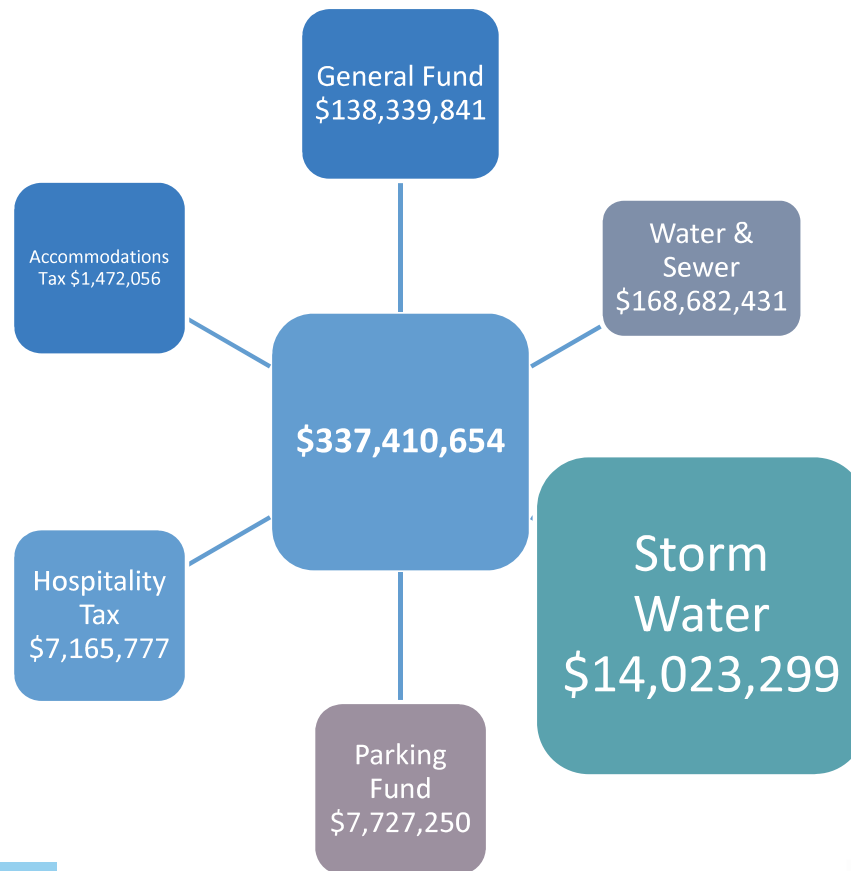
PROPOSED FY20-21 Wastewater CIP		
Project Name	Type of Improvement	FY20-21 Plan
Lower Crane Creek Storage Facility and Pump Station	Capacity	1,700,000
Gills Creek Relief Sewer Phase 1	Capacity	750,000
WCPS Improvements	Capacity	750,000
Lower Kinley Creek Sewer Improvements	Capacity	1,000,000
Upper Kinley Creek Sewer Improvements Phase 2	Capacity	500,000
	Total Capacity	\$ 4,700,000
CD Program Management	Other	4,500,000
CE Projects not yet Defined	Other	2,000,000
Unforeseen & Miscellaneous Projects	Other	2,000,000
	Total Other	\$ 8,500,000
Broad River 02 SSES	Rehab	8,150,000
Shady Lane FM Replacement	Rehab	400,000
Harbison #4 PS/FM	Rehab	250,000
	Total Rehab	\$ 8,800,000
Sewer Utility Relocation	Utility Relocation	3,000,000
	Total Utility Relocation	\$ 3,000,000
	Total Wastewater CIP	\$25,000,000



Wastewater Capital Improvement
By Type

FY 2020/2021 Proposed Budget

Storm Water Fund



FY 2020/2021 Proposed Budget

Storm Water Fund

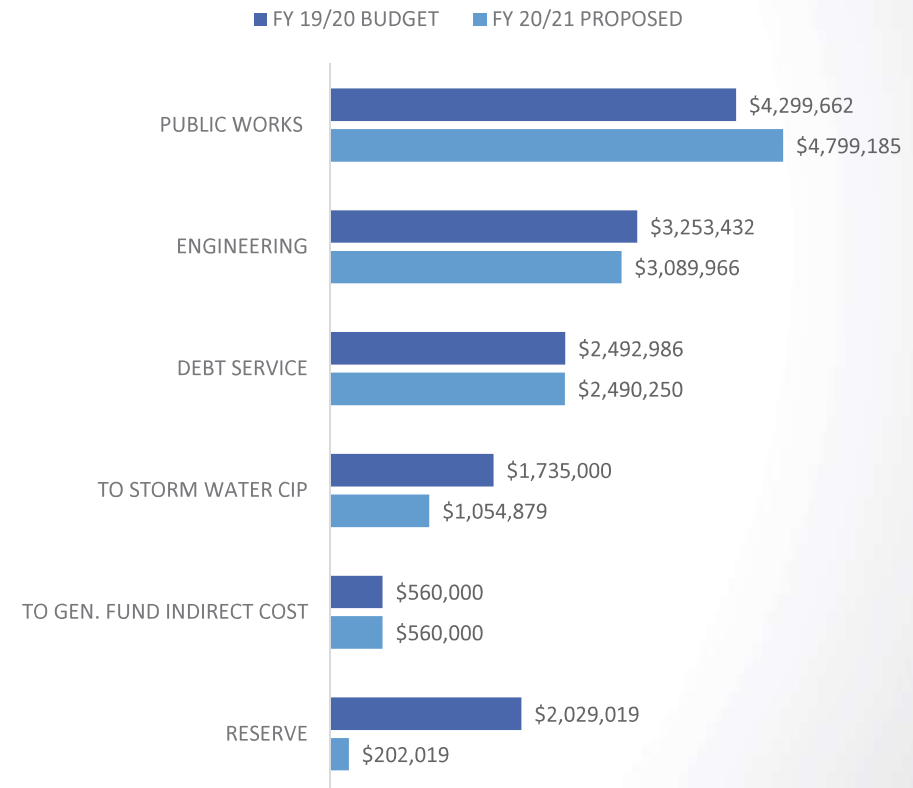
- Total Proposed Budget \$14,023,299
 - a decrease of \$346,800 or 2% from the current year Amended Budget.
 - Decrease in use of Fund Balance.
- No rate increase proposed



FY 2020/2021 Proposed Budget

Storm Water Fund Expenditures

- Total Budget \$14,023,299
- Department budgets
 - \$7,889,151 - 56% of budget
- Transfer to Capital Improvements
 - \$1,054,879 - 7.5% of Budget
- General Fund Indirect Cost Allocation
 - \$560,000 – 4% of budget
- Debt Service
 - \$2,490,250 – 18% of budget



FY 2020/2021 Proposed Budget

Storm Water Improvement Fund

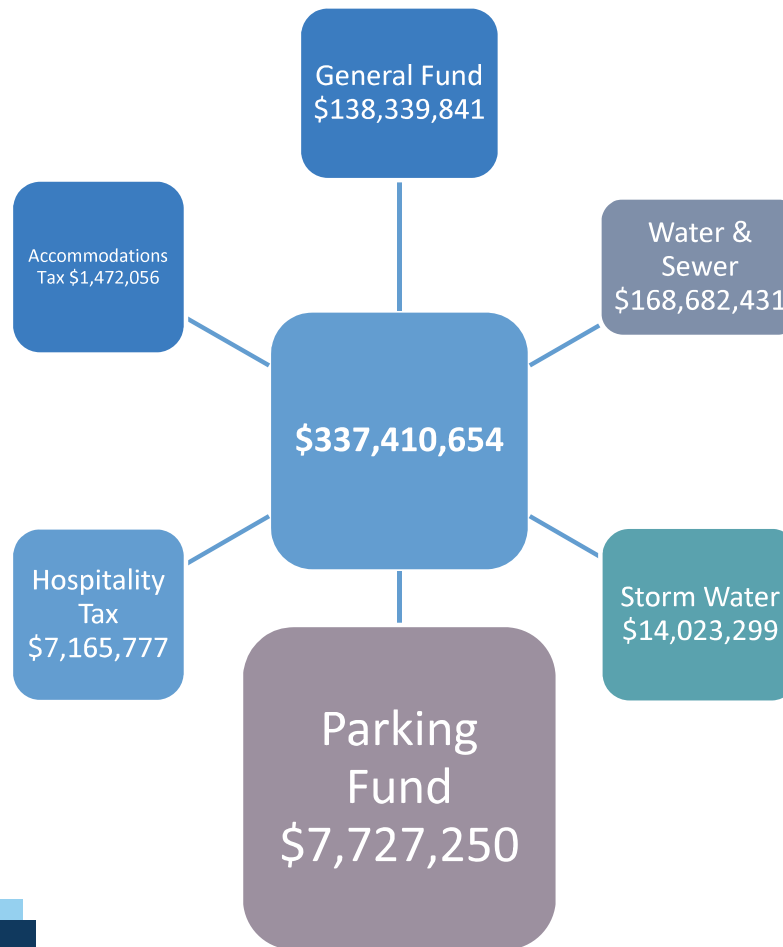
Total \$20,115,946

- Funded using combination of system revenues and revenue bonds
 - Uses \$1M – 5% from system revenues
 - \$19M – 95% in bond proceeds

PROPOSED FY 20-21 STORMWATER CIP		
Project ID	Project Title	FY 20-21 Plan
SD8159	Gregg & Gervais Phase 2	\$225,000
SD8395	Taylor & Washington 60" Improvement	\$397,650
SD8435	Whaley at Railroad Crossing Stormwater Upgrade	\$562,500
SD8439	Whaley & Main Street Crossing Upgrade	\$562,500
SD8325	Shandon Phase 2	\$3,019,027
SD8013	Eightmile Branch from Danfield to Chinaberry	\$270,000
SD8471	Allen-Benedict Bioretention (LID-40)	\$375,000
SD8473	Belvedere Stream Stabilization	\$709,203
SD8434	Stream Restoration along Rocky Branch (Maxcy Gregg)	\$850,000
SD8438	Queen Street	\$2,754,706
SD8468	Yorkshire	\$2,529,900
SD8449	Gills Creek Debris Removal	\$5,800,000
SD8371	Penn Branch Drainage Improvements	\$1,510,460
SD8474	Stormwater Projects	\$450,000
TOTAL STORMWATER CIP		\$20,115,946

FY 2020/2021 Proposed Budget

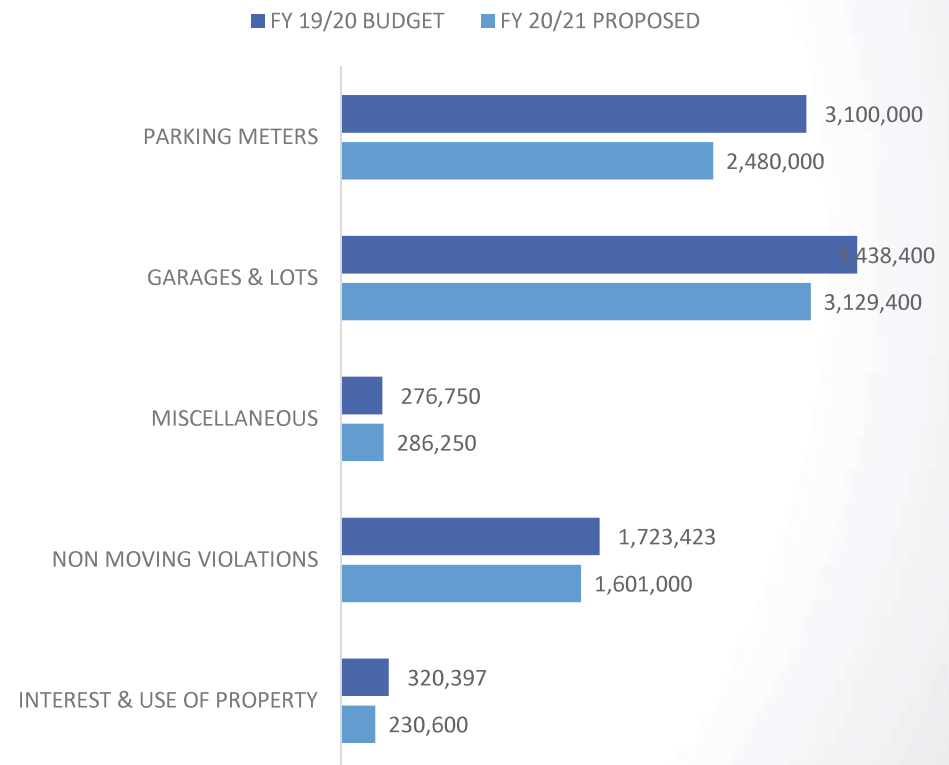
Parking Fund



FY 2020/2021 Proposed Budget

Parking Fund Revenues

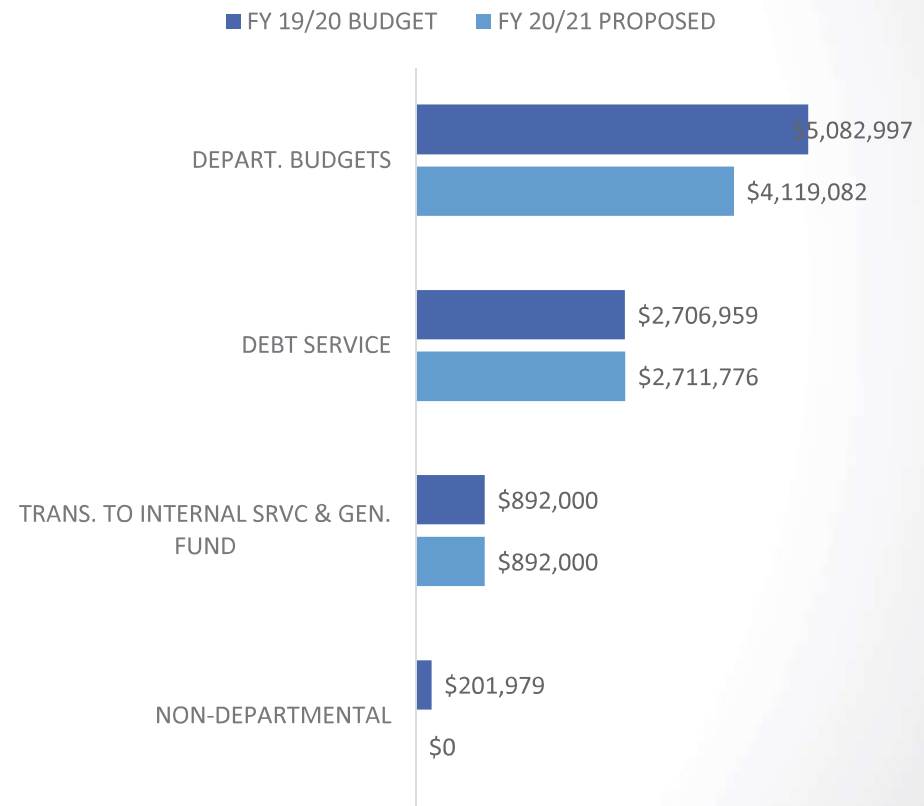
- Total Proposed Budget \$7,727,250
 - a decrease of \$250,132; 3%.
- Revenues are impacted by business disruptions resulting from COVID 19.
- Does not reflect any rate or fee increases.
- Assumes returning to normal parking operations.



FY 2020/2021 Proposed Budget

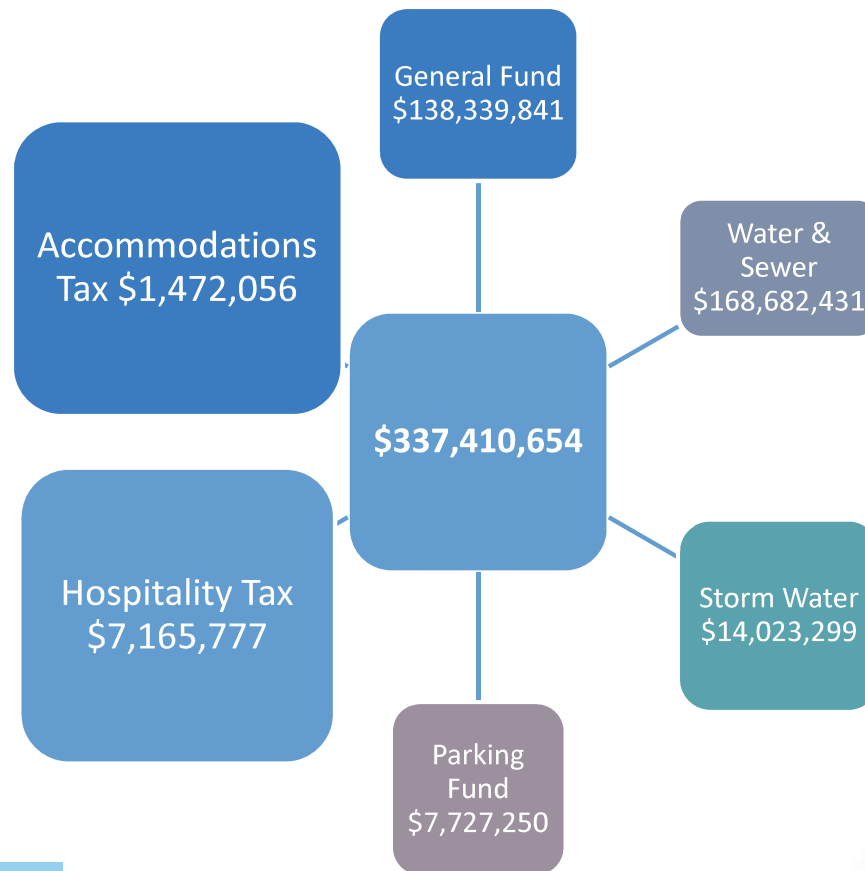
Parking Fund Expenditures

- Total Proposed Budget \$7,727,250
 - a decrease of \$250,132; 3%.
- Department Budgets
 - \$4,119,082 – 53% of total budget
 - Reflect FY 2018/2019 Actual expenditures less capital and are not based on requested or proposed FY 2020/2021 budgets.
- Debt service
 - \$2,711,776 – 35% of total budget



FY 2020/2021 Proposed Budget

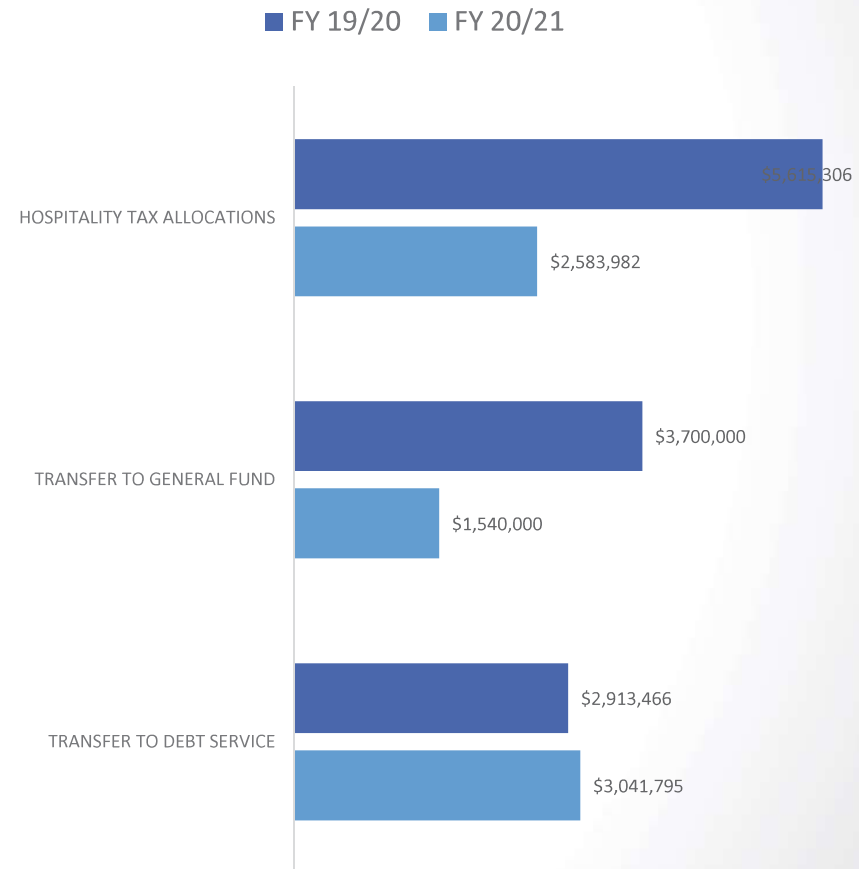
Special Revenue



FY 2020/2021 Proposed Budget

Hospitality Tax

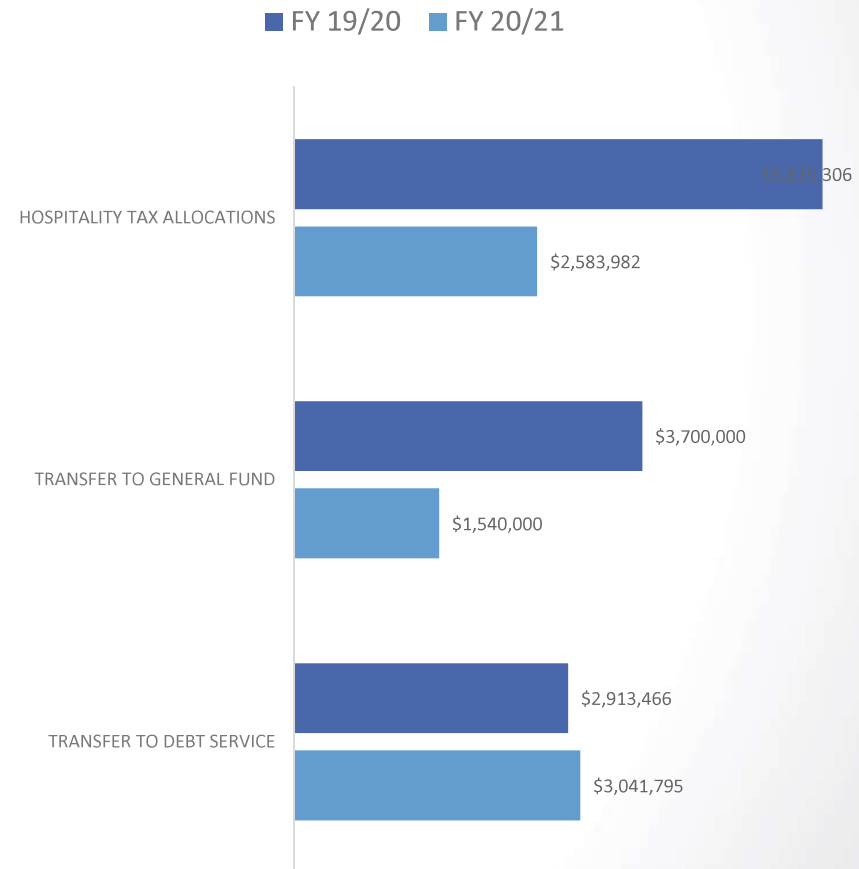
- Total Proposed Budget \$7,165,777;
 - a reduction of \$4,190,938; 36.9%.
- Reductions in Hospitality Tax revenues are based on uncertainty of the potential longer term impacts on the hospitality industry due to COVID 19.
- Debt Service
 - \$3,041,795
 - Based on current debt schedule and does not reflect any new debt due to Finlay Park Rehabilitation Pon hold
- Available for allocation
 - \$ 1,348,982
 - *Will be increased after first reading to \$2,583,982*
- Transfer to General Fund
 - \$2,775,000
 - *Will be decreased after first reading to \$1,540,000*
- Staff will continue to monitor revenues and prepared to amend the budget accordingly.
- *Chart reflects proposed revision to budget*



FY 2020/2021 Proposed Budget

Accommodations Tax

- Total Proposed Budget \$1,472,056
 - a reduction of \$1,214,104; 46%
- Reductions in Accommodations Tax revenues are based on uncertainty of the potential longer term impacts on the hotel occupancy rates due to COVID 19.
- Allocations are based on state law, but does not reflect allocations to specific organizations.
- Available for allocation
 - \$ 1,374,703
- General Purpose 5%
 - \$72,353
- Transfer to General Fund
 - \$25,000
- Staff will continue to monitor revenues and prepared to amend the budget accordingly.



Thank you Columbia!





We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- 2020-056 Renewal Extension \$81,860,000 WW Sewer System Revenue Bonds Series 2009 (PDF)

ORDINANCE NO.: 2020-056

AN ORDINANCE TO AUTHORIZE THE RENEWAL AND EXTENSION OF THE LETTER OF CREDIT SECURING THE \$81,860,000 ORIGINAL PRINCIPAL AMOUNT CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2009, AND TO APPROVE THE FORM AND TERMS OF, AND AUTHORIZE THE EXECUTION OF, A FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT AND OTHER AGREEMENTS AS NECESSARY OR DESIRABLE; AND OTHER MATTERS RELATED THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Findings and Determinations. The Council hereby finds and determines:

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

B. Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended (the "South Carolina Code"), the City has selected the Council-Manager form of government and is governed by a Council composed of a Mayor and six council members which constitute the governing body of the City.

C. Pursuant to the General Bond Ordinance No. 93-43 enacted by the City Council of the City (the "Council") on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), including as amended and supplemented particularly by the Fifth Supplemental Ordinance No. 2007-072 enacted by the Council on September 19, 2007 and Seventh Supplemental Ordinance No. 2009-83 enacted by the Council on August 19, 2009 (collectively, the "Supplemental Ordinances" and, together with the General Bond Ordinance, the "Bond Ordinance"), the City has heretofore issued its \$81,860,000 original principal amount City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, all of which are presently outstanding (the "2009 Bonds").

D. Payment of the principal and interest on the 2009 Bonds is presently secured by a letter of credit (the "Letter of Credit") issued in 2015 by Sumitomo Mitsui Banking Corporation (the "Bank"), acting through its New York Branch; however, the Letter of Credit is scheduled to expire by its terms on August 31, 2020.

E. The City received a proposal from the Bank (the "Proposal") to renew and extend the Letter of Credit for an additional five-year period on substantially the same terms as the Letter of Credit. The administrative staff of the City has evaluated the Proposal and determined that it is the most beneficial in terms of several factors, including pricing, cost and term. Upon advice of its financial advisor and bond counsel, the City believes it is now in the best interest of the City for the Council to approve the renewal and extension of the Letter of Credit, as described in the Proposal.

Section 2. Approval of Proposal. The Proposal to renew and extend the Letter of Credit is hereby ratified, accepted and approved. In the event of a conflict in the terms and provisions of the Proposal and this Ordinance, the Reimbursement Agreement, the First Amendment (as such terms are defined herein) and any other amendments or documents authorized hereunder

(collectively, the “Other Documents”), the terms and provisions of this Ordinance, the First Amendment and the Other Documents shall prevail.

Section 3. Approval of First Amendment to Reimbursement Agreement. The form, terms and provisions of the First Amendment to Letter of Credit and Reimbursement Agreement, between the City and the Bank, a copy of which is attached as Exhibit A (the “First Amendment”), be and is hereby approved. The Mayor or the City Manager, or either one of them acting alone, be and is hereby authorized, empowered and directed to execute, acknowledge and deliver the First Amendment in the name and on behalf of the City, and thereupon to cause the First Amendment to be delivered to the Bank. The Mayor or the City Manager, or either one of them acting alone, with advice from the City Attorney and the City’s bond counsel, be and is hereby delegated the authority to approve such changes in the form, terms and provisions of the First Amendment as may be appropriate. The execution of the First Amendment shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of First Amendment attached as Exhibit A.

Section 4. Authorization. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director, or any one of them acting alone, and the City Clerk (as applicable) are fully empowered and authorized to take such further action and to negotiate, execute and deliver or consent to such additional documents as may be reasonably requested by the Bank or by one or more Paying Agents, Registrars, Custodians, Remarketing Agents and Tender Agents (as such terms are defined in the Bond Ordinance) to effect the delivery of the First Amendment in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director, or any of them acting alone, shall approve, is hereby fully authorized. The authorization conferred herein shall extend to and include, but not be limited to, the documents and certificates reasonably expected to be necessary for the closing thereof, including, but not limited to, fee letters, remarketing supplements, federal tax certificates, a general certificate of the City, any designation of City representatives, amendments to the remarketing agreement, tender agent agreement, continuing disclosure undertakings or disclosure dissemination agent agreements and such other documents required to be executed in connection therewith. The Council hereby ratifies, confirms and approves the actions of the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services and the Finance Director heretofore undertaken with regard to the matters authorized herein.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings, to the extent of such conflict, are hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Section 7. Effective Date. This Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of _____,
2020.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2020

Second Reading: _____, 2020

EXHIBIT A

FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

FIRST AMENDMENT TO LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

This First Amendment to Letter of Credit and Reimbursement Agreement (this “*Amendment*”) dated [____], 2020 (the “*First Amendment Effective Date*”), is between the CITY OF COLUMBIA, SOUTH CAROLINA (the “*Issuer*”) and SUMITOMO MITSUI BANKING CORPORATION, acting through its New York Branch, and its successors and assigns (the “*Bank*”). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

W I T N E S S E T H

WHEREAS, the Issuer and the Bank have previously entered into the Letter of Credit and Reimbursement Agreement dated as of August 26, 2015 (as amended, restated, supplemented or otherwise modified to date, the “*Agreement*”), pursuant to which the Bank issued the Irrevocable Transferable Direct-Pay Letter of Credit No. LG/MIS/NY-085889 dated August 25, 2015 (the “*Letter of Credit*”), originally issued in the aggregate amount not to exceed \$83,178,731.00, supporting the Issuer’s Waterworks and Sewer System Revenue Bonds, Series 2009 (the “*Bonds*”);

WHEREAS, pursuant to Section 7.1 of the Agreement, the Agreement may be amended by a written amendment thereto, executed by the Issuer and the Bank; and

WHEREAS, the Issuer has requested that the Bank extend the Stated Expiration Date and make certain other amendments to the Agreement, and the Bank has agreed to extend the Stated Expiration Date and make such other amendments to the Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Agreement shall be amended as follows:

1.01. The definition of the defined term “*Stated Expiration Date*” set forth in Section 1.1 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

“*Stated Expiration Date*” means August 29, 2025, or any extension of such date, as agreed to by the Bank and the Issuer in accordance with Section 2.1 hereof.

1.02. Article I of the Agreement is hereby amended by the addition of the new defined term “*Confidential Information*” to be inserted in its appropriate place in the alphabetical sequence and to read as follows:

“*Confidential Information*” means any confidential information regarding the Issuer, the Bank or any affiliate of the Bank including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

1.03. Section 5.1 of the Agreement is hereby amended by adding thereto a new paragraph (m) to appear in the appropriate alphabetical sequence and to read as follows:

(m) Waiver of a Future Right to Immunity. In the event that after the date hereof the Issuer becomes entitled by law to invoke immunity with respect to any *ex contractu* actions arising from its contractual obligations under this Agreement and the Fee Letter and such law allows the Issuer to waive its right to immunity with respect thereto, the Issuer hereby agrees to waive such right to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any suit, action or proceedings relating to this Agreement or the Fee Letter in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to the Issuer or its revenues or asset.

1.04. Section 7 of the Agreement is hereby amended by adding thereto a new Section 7.14 to appear in the appropriate numerical sequence and to read as follows:

7.14. EMMA Postings. In the event the Issuer files with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“*EMMA*”) this Agreement or any description of the materials thereof or notice of any agreement to any covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “*Rule*”) (each such posting, an “*EMMA Posting*”), the Issuer shall (i) provide the Bank with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Issuer acknowledges and agrees that although the Bank may request review, edits or redactions of

such materials prior to filing, the Bank is not responsible for the Issuer's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other laws, including, but not limited to, those relating to the Rule.

SECTION 2. REQUEST FOR EXTENSION OF STATED EXPIRATION DATE.

The Issuer hereby requests that the Bank extend the Stated Expiration Date to August 29, 2025, and the Bank agrees to such request and will deliver to the Paying Agent an Extension Amendment to the Letter of Credit substantially in the form attached hereto as Exhibit A to effectuate such extension.

SECTION 3. CONDITIONS PRECEDENT.

This Amendment shall become effective on the First Amendment Effective Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent (such satisfaction to be evidenced by the Bank's execution and delivery of this Amendment):

3.01. Delivery by the Issuer to the Bank of an executed counterpart of this Amendment.

3.02. Receipt by the Bank of (i) a closing certificate of the Issuer and (ii) a certificate of the Issuer, certifying the names and true signatures of the officers of the Issuer authorized to sign this Amendment.

3.03. Payment directly to Chapman and Cutler LLP, legal counsel to the Bank within thirty (30) days of receipt of an invoice therefrom, of its reasonable legal fees and expenses in an amount not to exceed \$10,000.

3.04. Payment to the Bank of an amendment fee of \$5,000 pursuant to paragraph (b)(2) of the Fee Letter.

3.05. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank and its counsel.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE ISSUER.

4.01. The Issuer hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Issuer contained in Section 4 of the Agreement and in each of the Financing Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 4(f) of the Agreement shall

be deemed to refer to the most recent financial statements of the Issuer delivered to the Bank pursuant to Section 5.1(a)(i) of the Agreement).

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

4.02. In addition to the representations given in Section 4 of the Agreement, the Issuer hereby represents and warrants as follows:

(a) The execution, delivery and performance by the Issuer of this Amendment and the performance by the Issuer of the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Issuer.

(b) No further authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Issuer of this Amendment or the performance by the Issuer of the Agreement, as amended hereby.

(c) This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Issuer, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED* THAT THE DUTIES AND OBLIGATIONS OF THE ISSUER UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf

copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the First Amendment Effective Date.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

[Signature Page to First Amendment to Reimbursement Agreement]

SUMITOMO MITSUI BANKING CORPORATION, acting
through its New York Branch

By: _____
Name: _____
Title: _____

EXHIBIT A

EXTENSION AMENDMENT

[____], 2020

Regions Bank, as Paying Agent (the “Beneficiary”)
[1010 Gervais Street, 2nd Floor
Columbia, South Carolina 29201]

Attention: _____
 Telephone: _____
 Email: _____

Ladies and Gentlemen:

Reference is made to Irrevocable Transferable Direct-Pay Letter of Credit No. LG/MIS/NY-085889 dated August 25, 2015 (the “*Letter of Credit*”), established by us in your favor as Beneficiary related to the Waterworks and Sewer System Revenue Bonds, Series 2009, issued by the City of Columbia, South Carolina (the “*Issuer*”). We notify you that, in accordance with the terms of the Letter of Credit and the Letter of Credit Reimbursement Agreement, dated as of August 26, 2015, between the Issuer and the Bank, the Stated Expiration Date (as defined in the Letter of Credit) has been extended to August 29, 2025.

This amendment must be attached to the Letter of Credit and is made a part thereof.

SUMITOMO MITSUI BANKING CORPORATION, acting
 through its New York Branch

By: _____
 Name: _____
 Title: _____

[Signature Page to First Amendment to Letter of Credit and Reimbursement Agreement]



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-057 Segra Park Capital Fund Use Agreement(PDF)

ORDINANCE NO.: 2020-057

Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Agreement Regarding Use of the Segra Park Capital Fund, or on a form to be approved by the City Attorney, between the City of Columbia and Columbia Fireflies, LLC d/b/the Columbia.

Requested by:

Assistant City Manager Gentry

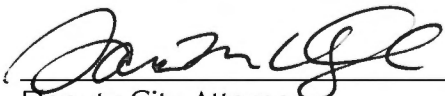
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Agreement Regarding Use of Segra Park City Capital Fund

This agreement ("Agreement") is entered into between the parties ("Parties"), the City of Columbia, South Carolina (the "City") and Columbia Fireflies, LLC d/b/a the Columbia Fireflies (the "Team") regarding the matters addressed herein.

WHEREAS, the City and Hardball Capital, LLC ("Hardball"), the manager of Team, entered into a Venue License Agreement on April 8, 2014 (the "VLA") with respect to the venue currently known as Segra Park (the "Venue"), located at 1640 Freed Street, Columbia, South Carolina, 29201; and,

WHEREAS, the VLA, in Article IV, Section D(1), creates a maintenance and improvement fund (the "City Capital Fund") with revenue generated in, from or in connection with the Venue and with the primary purpose of assuring that "the Venue remains a first-class multi-use entertainment facility and an asset to downtown Columbia and the surrounding community for at least the life of this Agreement"; and,

WHEREAS, Article IV, Section D(4) of the VLA states that the use of the City Capital Fund shall be for City Obligations (which are defined in the VLA as "actual, direct, out-of-pocket costs of all maintenance, repairs and replacements [related to the Venue] for which [the City] is responsible as set forth as set forth on Exhibit IV(C) [to the VLA]") or other capital improvements approved by the City, but at no time shall these funds be used for payment of debt service on bonds or other obligations issued by or on behalf of the City; and,

WHEREAS, on January 30, 2016 and with the City's consent the rights and responsibilities to manage, operate and maintain the Venue pursuant to the VLA were assigned by Hardball to Team; and,

WHEREAS, Team has held games and events drawing approximately 1.2 million patrons to the Venue in the first four years of operation, has operated and maintained the Venue in a first-class fashion, has been a strong partner in the Columbia community and is in full compliance with all of its obligations under the VLA; and

WHEREAS, circumstances beyond the Parties control have caused Major League Baseball to suspend (and will likely cause Major League Baseball to cancel) the 2020 Minor League Baseball season, and health and safety concerns have caused the Venue to be shut down and will cause the Venue to continue to remain closed or to operate in a greatly reduced capacity, causing great strain to the operations of Team; and,

WHEREAS, the Parties wish to assure that City and Team continue their successful partnership for the remaining years of the VLA and beyond, and that the Venue continues to be maintained and operated in a first-class fashion both now and in the future; and,

WHEREAS, Team is pursuing opportunities to create special events at the facility utilizing COVID-19 safety protocols in order to maximize utilization of the Venue during these unprecedented times; and,

WHEREAS, expenses specifically associated with support of special events (such as staffing, janitorial, set up/tear down, etc.) scheduled at the Venue will not be included in expenses to be paid via the City Capital Fund but those expenses necessary for maintenance of the Venue independent of special events (such as field maintenance, utilities, elevator maintenance, HVAC maintenance, fire alarm and suppression system, etc.) are allowable as expenses to be paid via the City Capital Fund; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Team agree as follows:

1. From the date of this Agreement through sixty days after the resumption of regularly scheduled Minor League Baseball games at the Venue or June 30, 2021 whichever occurs first, Team shall be permitted to utilize the funds in the City Capital Fund for the benefit of the Venue--specifically for maintenance costs in connection with the Venue, Venue utilities payments and debt service payments (regularly scheduled principal and interest) related to the Team's contribution into the Venue; provided, however, that at no time shall these funds be used for payment of debt service on bonds or other obligations issued by or on behalf of the City. Team shall submit an accounting of the eligible expenses monthly to the City Manager for reimbursement from the City Capital Fund and the City shall provide that reimbursement for these permitted uses.
2. The monthly eligible expenses are estimated to range from Forty Thousand and No/100 (\$40,000.00) Dollars to Fifty Thousand and No/100 (\$50,000.00) Dollars but will vary from month to month, based on maintenance needs and other costs of the Venue.
3. The City and Team agree that the City Capital Fund will not be allowed to be reduced below Four Hundred and No/100 (\$400,000.00) Dollars unless and until both parties agree to such.
4. The Team acknowledges funds used from the City Capital Fund will be returned to the City Capital fund during the term of the VLA, either by means of installments or through future maintenance activities intended to be covered through the City Capital Fund per the terms of the VLA, Exhibit IV(C).
5. Per Article IV, Section D(2), City shall have no obligation to contribute to the City Capital Fund other than the revenue generated in, by, through or in connection with the Venue per the VLA. All funds in the City Capital Fund have been, and will continue to be (unless the City specifically agrees otherwise) generated from the Venue and/or Team's operation thereof or obligations under the VLA.
6. All other rights and responsibilities of the Parties under the VLA shall remain in full force and effect.

This Agreement is effective as of the date of the last signature herein below.

Columbia Fireflies, LLC
1640 Freed Street
Columbia, South Carolina 29201

City of Columbia, South Carolina
Post Office Box 147
Columbia, South Carolina 29217

By: _____
John E. Katz, President
Date: _____

By: _____
Teresa B. Wilson, City Manager
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-058 6th Amended Restated Agreement Baker&Baker (Little Red Schoolhouse) (PDF)

ORDINANCE NO.: 2020-058

Authorizing the City Manager to execute Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase, or in a form to be approved by the City Attorney, between the City of Columbia and Baker and Baker Real Estate Development, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) for the sum of Three Hundred Twenty-five Thousand Five Hundred Sixty-three and No/100 (\$325,563.00) Dollars and Parcel "B" containing approximately 25,444 square feet (0.58 acre) for the sum of Two Hundred Ninety-nine Thousand Four Hundred Thirty-seven and No/100 (\$299,437.00) Dollars. Parcel "A" and Parcel "B" being located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS #09005-02-44 and 09005-02-23.

Requested by:

Assistant City Manager Gentry

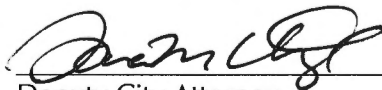
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

**AMENDMENT NO. 6 TO AMENDED AND RESTATED
AGREEMENT OF SALE AND PURCHASE**

THIS AMENDMENT NO. 6 TO AGREEMENT OF SALE AND PURCHASE (this "Amendment No. 6") is made and effective this ____ day of _____, 2020 (the "Amendment No. 5 Effective Date"), by and among **THE CITY OF COLUMBIA** ("Seller") and **BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC**, a South Carolina limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser previously entered into that certain Agreement of Sale and Purchase with an Effective Date of February 22, 2011 relating to the real property that is the subject of this Third Amendment;

WHEREAS, Seller and Purchaser entered into that certain Amended and Restated Agreement of Sale and Purchase fully executed on February 20, 2013 (the "Amended and Restated Agreement") for the sale and purchase of Parcel A and Parcel B;

WHEREAS, the Amended and Restated Agreement was amended by way of that certain Amendment No. 1 to Amended and Restated Agreement of Sale and Purchase dated April 19, 2013; by way of that certain Amendment No. 2 to Amended and Restated Agreement of Sale and Purchase dated May 22, 2013; by way of that certain Amendment No. 3 to Amended and Restated Agreement of Sale and Purchase dated July 25, 2013; by way of that certain Amendment No. 4 to Amended and Restated Agreement of Sale and Purchase dated August 6, 2013; and by way of that certain Amendment No. 5 to Amended and Restated Agreement of Sale and Purchase dated January 10, 2014.

WHEREAS, the closing of the sale and purchase of Parcel A was consummated by the parties, as evidenced by the delivery of a deed from Seller to Purchaser recorded in the Richland County Register of Deeds in Book 1928 at Page 1239; and

WHEREAS, Seller and Purchaser now wish to further amend the Amended and Restated Agreement as set forth below.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Capitalized Terms.** Any capitalized term not defined herein shall have the definition ascribed to such term in the Amended and Restated Agreement.

2. **Ratification of Parcel B Purchase Price.** Seller and Purchaser hereby agree and ratify the Parcel B Purchase Price, which is Two Hundred Ninety-Nine Thousand Four Hundred Thirty-Seven and No/100 (\$299,437.00) Dollars, to be paid by Purchaser to Seller in immediately available funds at the time of the Parcel B Closing.

3. Approval Period. Seller hereby acknowledges and agrees that Purchaser has pursued and continues to diligently pursue the Requisite Approvals and the Approval Period is hereby extended for a period of 365 days from and after the Amendment No. 6 Effective Date and the Approval Period may continue to be extended from time to time in the manner provided in Paragraph 7 of the Amended and Restated Agreement.

4. Closing Date. The Parcel B Closing Date shall continue to be subject to the provisions of, and calculated as set forth in, Paragraph 11 of the Amended and Restated Agreement.

5. Effect. The Amended and Restated Agreement, as amended hereby, is in full force and effect and is hereby ratified by Seller and Purchaser.

6. Counterparts. This Amendment No. 6 may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, Seller and Purchaser have each executed this Amendment No. 6 as of the date of execution set forth below its signature, with the last of such dates being the Amendment No. 6 Effective Date.

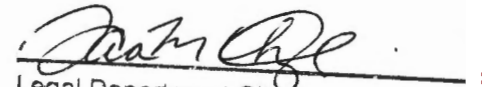
SELLER:

CITY OF COLUMBIA

By: _____
 Name: Teresa Wilson
 Title: City Manager

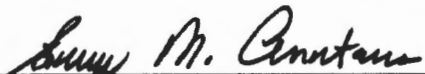
Date: _____, 2020

APPROVED AS TO FORM


 Legal Department City of Columbia, S

PURCHASER:

BAKER AND BAKER REAL ESTATE DEVELOPERS, LLC

By: 
 Name: Steven M. Anastasion
 Title: Manager

Date: June 8th, 2020



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-063 Release and Abandonment of a 20 SF (0.49' TO 0.51') Portion of the City's Existing 15' Water Line Easement along a portion of Richland County TMS#11301-20-17; 12 Cottonplace Lane; Lot 13, Cottonplace (formerly, Whaley Row Townhouses Phase 2); CF#291-21a

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-063 Release abandonment of water line easement - 12 Cottonplace Lane (PDF)

RESOLUTION NO.: R-2020-063

Release and Abandonment of a 20 SF (0.49' TO 0.51') Portion of the City's Existing 15' Water Line Easement along a portion of Richland County TMS#11301-20-17; 12 Cottonplace Lane; Lot 13, Cottonplace (formerly, Whaley Row Townhouses Phase 2); CF#291-21a

WHEREAS, the City of Columbia obtained a 15' water line easement along the subject property from Whaley Row, LLC, dated March 22, 2007 and recorded on April 11, 2007 in the office of the Register of Deeds for Richland County in Record Book R1301, page 3815; and,

WHEREAS, it has been discovered that a portion of the structure on the subject property encroaches within the fifteen (15') foot water line easement. The area has been inspected and it has determined that the release of a twenty (20') SF portion of the existing fifteen (15') foot water line easement will not impact the existing water line nor future maintenance and operation of the water line; and,

WHEREAS, a request has been made for release and abandonment of a twenty (20') SF portion of the existing fifteen (15') foot water line easement obtained on the subject property that is no longer necessary; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2020, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, the City Manager is hereby authorized to execute a release and abandonment instrument from the City of Columbia that remises, releases and forever quitclaims unto LILLIAN RHYNE STOWE or the current owner of the subject property, her successors and assigns, that a twenty (20') SF portion of the City of Columbia's existing fifteen (15') foot water line easement along 12 Cottonplace Lane and being more clearly shown by a cross-hatch pattern on drawing dated May 7, 2020, drawing 1 of 1, attached hereto and made a part hereof as Exhibit "A".

Said drawing also being on file in the office of the Department of Engineering under file reference #291-21A.

Requested by:

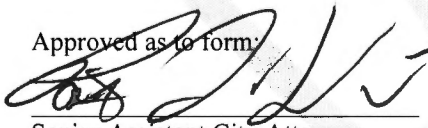
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

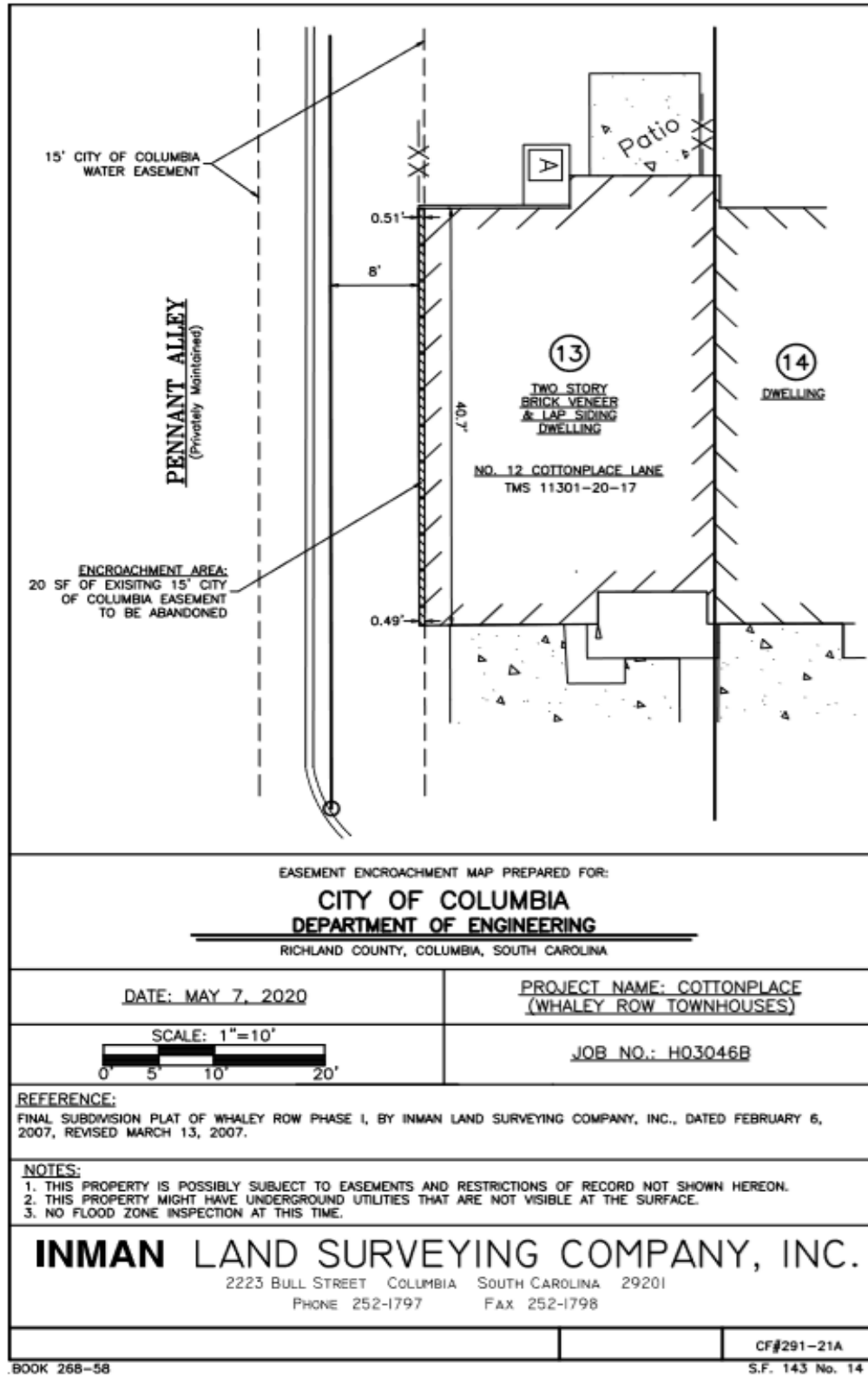
ATTEST:

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2020-063
EXHIBIT "A"





We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-064 Amending Resolution No.: R-2018-107 Authorizing the operation of Soda City Market by expanding the market footprint to meet social distancing and safety protocols

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-064 amend R-2018-107 Soda City Market footprint for COVID-19 (PDF)

RESOLUTION NO.: R-2020-064

Amending Resolution No.: R-2018-107 Authorizing the operation of Soda City Market by expanding the market footprint to meet social distancing and safety protocols

WHEREAS, the Mayor and City Council approved Resolution No.: R-2018-107 on November 20, 2018, allowing for Market Hall d/b/a Soda City Market ("Organizer") to operate Soda City, an open-air market along Main Street, a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, Organizer has worked alongside the City to develop a reopening plan that is consistent with COVID-19 pandemic safety protocols as published by the CDC and SCDHEC; and,

WHEREAS, Organizer will continue to modify operational plans going forward to adhere to future safety protocols as published by the CDC and SCDHEC; and,

WHEREAS, Organizer is committed to requiring vendors to adhere to all COVID-19 safety protocols; and,

WHEREAS, Organizer is committed to social distancing vendors in order to better accommodate social distancing of patrons; and;

WHEREAS, Organizer will encourage patrons to follow COVID-19 safety protocols while in attendance at the market, and;

WHEREAS, Organizer has requested an expanded footprint to the areas defined in and approved by Resolution No.: R-2018-107 in order to support a successful market while adhering to the social distancing guidelines; and,

WHEREAS, Organizer desires to expand to the northern half block area of the 1200 block of Main Street north of the entrance to the parking garage located behind 1221 Main Street to allow for ingress and egress to the parking garage, without closing the intersection of Main Street and Lady Street; the 1700 block of Main Street between Blanding Street and Laurel Street, without closing the intersection of Blanding Street and Main Street; and the surface parking lot between City Hall and the Richland County Courthouse; and,

WHEREAS, Organizer further desires the use of the sidewalks be permitted solely for patrons only to form lines in front of vendor booths, provided that such lines do not impede the flow of pedestrian traffic along the sidewalk in order to maintain ADA compliance and allow for unobstructed ingress and egress into businesses and buildings along Main Street; and,

WHEREAS, Organizer is aware of an intersection improvement project for the intersections of Blanding Street and Main Street and Laurel Street and Main Street which may limit availability of the 1700 block of Main and the surface parking lot for a period of time; and;

WHEREAS, Organizer agrees to work in close coordination with the City in planning for each week's market in order to adjust to changes needed to meet COVID-19 safety protocols; and,

WHEREAS Organizer acknowledges upon written notification from the City Manager that the provisions of this amendment are no longer in effect and that the market footprint as approved by in Resolution 2018-107 shall be reinstated; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, that Organizer is allowed to expand its footprint as described herein and reflected on the attachment; and,

BE IT FURTHER RESOLVED, that all other requirements contained in Resolution No.: R-2018-107 shall remain in full effect as approved:

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

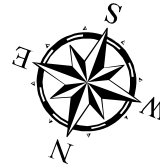
T. A. Knox

City Attorney

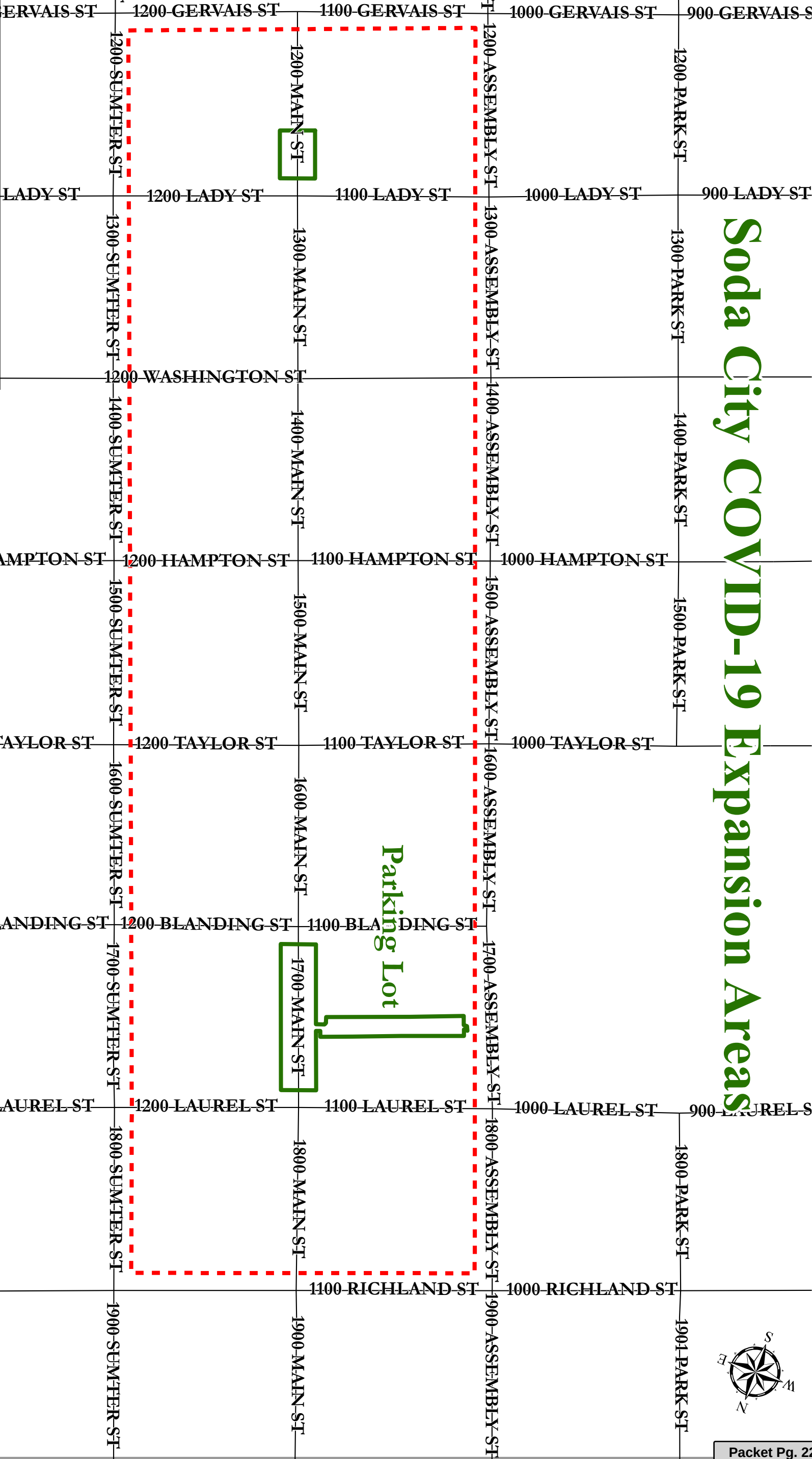
City Clerk

Introduced:

Final Reading:



Soda City COVID-19 Expansion Areas



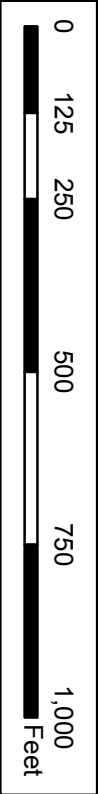
Legend



Soda City COVID-19 Expansion Areas



Perimeter Cleanup Boundary



RESOLUTION NO.: R-2018-107

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Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food from January 2019 to December 2023 within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street

WHEREAS, Market Hall dba Soda City Market is organizing an open-air market featuring farmers and food and tastings only of locally produced wine and beer only provided by market vendors during the operation of the Soda City Market to run on Saturdays from 9:00 a.m. until 1:00 p.m. from January 2019 to December 2023 within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1400 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1300 block of Main Street between Washington Street and Lady Street excluding the sidewalk areas and without closing the intersection of Washington Street and Main Street, to include use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that for the move-in dates of The Hub and festival dates and rain contingency dates as approved by separate resolutions for the Latin, SC Pride and Jam Room Music festivals, the Market shall not use the 1300 or 1400 blocks of Main Street and shall be relocated to the 1500, 1600 and 1700 blocks of Main Street, excluding sidewalks and all intersections for these events; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that all blocks of Main Street shall be divided for the annual Run Hard Marathon and the Market shall occupy only the east side lane of Main Street and the Run Hard Marathon shall occupy only the west side lane of Main Street during the marathon; and,

WHEREAS, Market Hall dba Soda City Market acknowledges and agrees that the City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the aforementioned areas of Main Street, as shown on the sketch attached hereto as Exhibit "A" and incorporated herein, from 7:30 a.m. until 2:00 p.m. for set up, clean up, and staging of the event to be held in the parking spaces only from 9:00 a.m. until 1:00 p.m. on Saturdays from January 2019 to December 2023 for patrons to taste locally produced wine and beer beverages only provided by market vendors at the event during the operating hours of 9:00 a.m. until 1:00 p.m.; and for crowd control and overflow; and,

WHEREAS, potential expansion of the Market into the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis. The Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 8 a.m. on Monday before the market; and,

WHEREAS, potential expansion of the Market into the 1600 block of Main Street between Blanding Street and Taylor Street without closing the intersection of Blanding Street and Taylor Street will depend on growth rate and seasonal

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fluctuations and may not occur on a regular basis. The Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 8 a.m. on Monday before the market; and,

WHEREAS, with proper notifications as required, potential expansion should first occur into the 1300 block and only when that block is full occur into the 1600 block;

WHEREAS, relocation of the Market into the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street shall only be for special events to include but not be limited to The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals and other unplanned events that the City deems as extraordinary; and,

WHEREAS, requests by the Organizer for special events to coincide with and/or lengthen the Market hours to allow for service of beer and wine during the special event each require separate written resolution approval of City Council and shall be submitted at least ninety (90) days in advance of the special Market event and shall not occur more than once per month; and,

WHEREAS, Organizer has further requested that the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" be approved as a permanent alternate site location for the Market so that during certain events, such as inclement weather, the market could be relocated; and,

WHEREAS, the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with is resolution; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, Organizer shall:

1. Bear all costs associated with all market events, including police officers on duty from 7:30 a.m. to 2 p.m. and a fire marshal as required by the City of Columbia Fire Department, and will not seek any financial assistance from the City of Columbia.

2. Pay the City of Columbia \$1 per vendor to cover the costs for internal services to include electricity. Payment is required monthly; check should be delivered to City Payments at Washington Square with the checks for Fire and Police and City Payments staff shall route it to Public Works Administration.

3. Be responsible for vendors' tents and tables. All equipment shall be set up within the parking space areas only within the 1400 and 1500 blocks of Main Street, excluding the sidewalks areas as shown on the attached Exhibit "A", and based on growth and/or seasonal fluctuations the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street and the 1600 block of Main Street between Blanding Street and Taylor Street without closing the intersection of Blanding Street and Taylor Street, or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas. Tents and tent tie down materials and food trucks are prohibited on the sidewalk areas and median of all blocks of Main Street, intersections and cross streets and within the City Center Parking Garage. There shall be a minimum distance of twenty (20') feet between the tents and food trucks on each side of the street to allow for emergency vehicle access through the middle of the street and to comply with fire codes. All vendor activities shall be in compliance with applicable fire codes. Vendor tents and food trucks shall be placed and installed in compliance with fire codes. The number of vendor tents and food trucks allowed in the event area shall be limited by and in compliance with fire codes.

4. Provide bathroom facilities for vendors and event patrons. If these facilities are housed in an existing business, Market Organizer shall provide the City a written confirmation letter from said business(es);

5. Provide a certificate of insurance as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina;

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6. Vendors must have current permits, licenses and certifications required by local, state and/or federal laws and regulations, including but not limited to those permits, licenses and certifications described in Exhibit "B" attached hereto and incorporated herein;

7. Vendors must comply with the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein;

8. Insure that all items sold are LOCALLY grown, produced, processed and crafted within one hundred (100) miles of Columbia, South Carolina. Special exceptions will be made on products not available within one hundred (100) miles of Columbia, South Carolina, i.e. fresh coastal seafood, citrus, coffee, out-of-season and exotic produce, etc.

9. Insure vendors offering tastings of locally produced wines and beers have obtained all necessary permits and/or licenses which are required by SCDOR for wine and beer tastings.

10. Adopt appropriate Rules and Regulations for the conduct and control of the market.

11. Require all vendors to execute an indemnification and hold harmless agreement in favor of the City of Columbia prior to their participation in the event, attached hereto as Exhibit "D", and incorporated herein.

12. Businesses with storefronts along the market area shall be allowed to display and sell their goods upon the sidewalk adjacent to their business, at no cost to their business, on each weekend that the market is conducted. Such businesses shall ensure that Americans with Disabilities Act (ADA) access along the sidewalks and to their businesses is maintained at all times; and,

13. The market shall include promotions of businesses with storefronts along the market area as part of Soda City marketing efforts; and,

14. The market organizer (Market Hall CEO Emile DeFelice) shall conduct himself in accordance with his role as positive promoter and de facto goodwill ambassador of the City of Columbia in matters related to the Market. In the event that Organizer fails to act as a positive promoter and de facto goodwill ambassador of the City, the City, at its sole option, may immediately terminate this Agreement; and,

15. The Columbia Police Department shall strictly enforce all terms, conditions, and requirements set forth in

16. In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth hereinabove, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate the Agreement attached thereto. Organizer may terminate the Agreement at any time.

17. The Market Organizer will make every good faith effort not to co-locate vendors with brick-and-mortar establishments which sell like items, i.e. a food vendor in front of a restaurant. The Market Organizer will work together with the City on a resolution.

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

BE IT RESOLVED by the Mayor and Council this 20th day of November, 2018, that tastings of locally produced wine and beer only provided by market vendors is authorized at the event between the hours of 9:00 a.m. until 1:00 p.m. on Saturdays from January 2019 to December 2023; and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the attached Agreement to Organize and Operate an Open Air Market between Emile DeFelice ("Organizer") and City of Columbia for use of aforementioned areas as shown on the attached hereto as Exhibit "E" and incorporated herein; and,

BE IT FURTHER RESOLVED the City of Columbia has the right, in its sole and exclusive discretion, to require a vendor to remove any items that City staff deems not to be in compliance with this resolution and attached Agreement to Organize and Operate an Open Air Market; and,

BE IT FURTHER RESOLVED that during certain events, such as inclement weather, the market will be relocated to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", which will be used as a permanent alternate location; and,

BE IT FURTHER RESOLVED that should the Market Organizer or City of Columbia recommend relocation of the market to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached Exhibit "E", the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such change by 12:00 p.m. (noon) on Friday before the market. The Market Organizer will also be responsible for notification of vendors for such location change. Inclement weather shall be defined as weather-related events that might cause safety issues for vendors and/or customers, including high winds, torrential or continuous rain, thunderstorms, ice, etc.; and,

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BE IT FURTHER RESOLVED that vendor set up within the City Center Parking Garage shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages within the event area location is prohibited; and,

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

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

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

BE IT FURTHER RESOLVED that food trucks shall be prohibited in Boyd Plaza, cross streets and sidewalk areas, and are restricted to a stationary location one each parked in the loading/unloading spaces on Main Street as approved by the Fire Marshall; and,

BE IT FURTHER RESOLVED that should the market be relocated to the City Center Parking Garage that tents and food trucks shall be prohibited and all vendors shall be restricted to the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street as depicted on the attached drawing as Exhibit "F" so as to allow for vehicular ingress and egress to the parking garage, and for the safety, ingress and egress of pedestrians; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within either event area location. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited, except for such times as the Organizer permits loading before the event and unloading after the closing of the event. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups and backpacks shall be prohibited. Shopping bags shall be allowed; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the aforementioned areas of Main Street, with the exception of intersections, sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the aforementioned areas of Main Street, with the exception of sidewalk areas, the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages or due to inclement weather or during certain other events the rear bay area of the first floor of the City Center Parking Garage located on Taylor Street, with the exception of sidewalk areas, parking areas, adjacent garage and off-street parking areas and any other areas posted as to not allow alcoholic beverages as depicted on the attached drawing, is deemed to be the site of a public festival at which the tasting only of locally produced wine and beer beverages only provided by market vendors may be consumed and the prohibition against possession or consumption of wine and beer beverages only set forth in Sec. 14-99 shall not apply. Possession and tastings only of locally produced wine and beer beverages only which are provided by market vendors only shall be permitted only in plastic cups provided by vendors within the areas designated.

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

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

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

Requested by:

Assistant City Manager Shealy


Mayor

Approved by:


City Manager

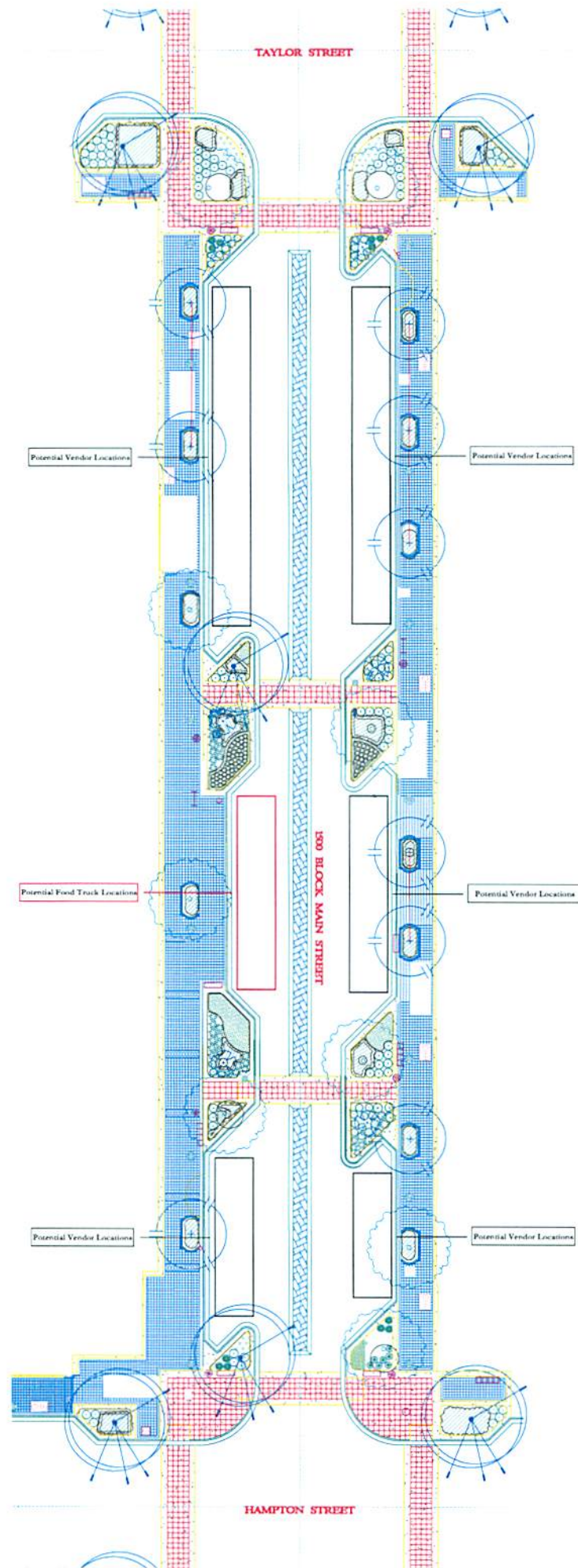
Approved as to form:

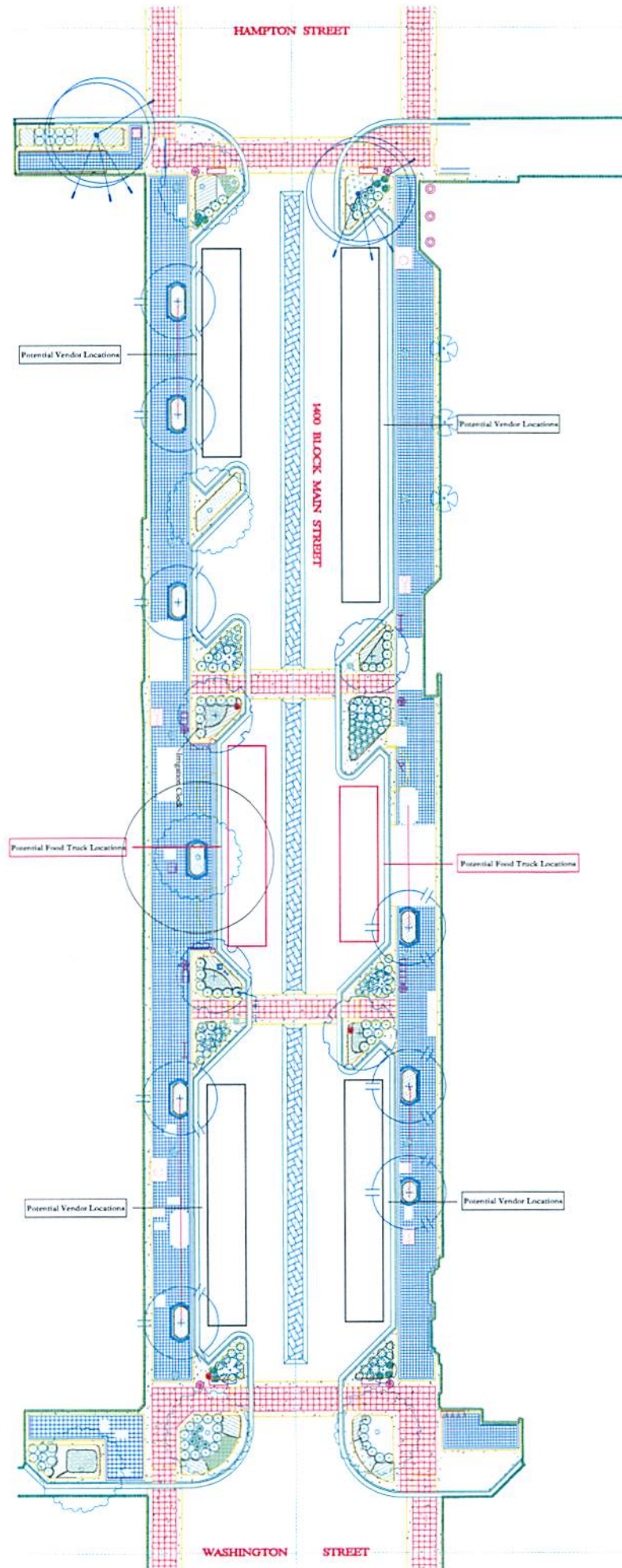

City Attorney

ATTEST:

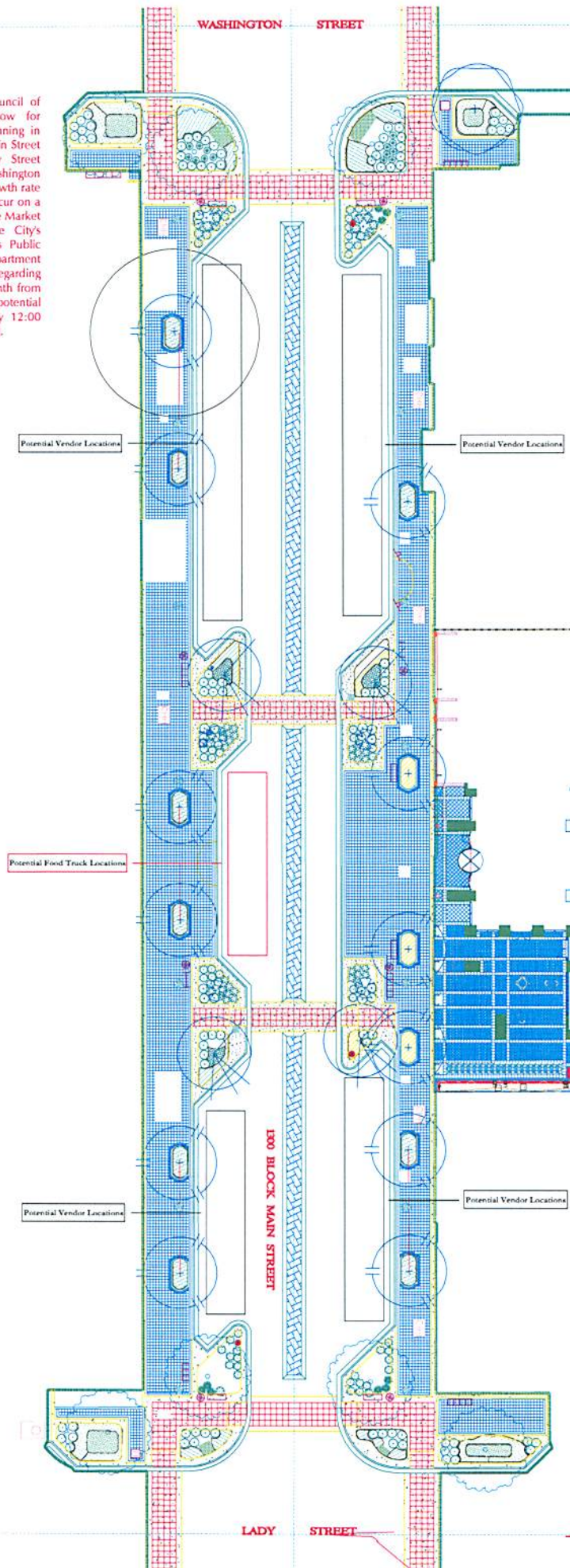

City Clerk

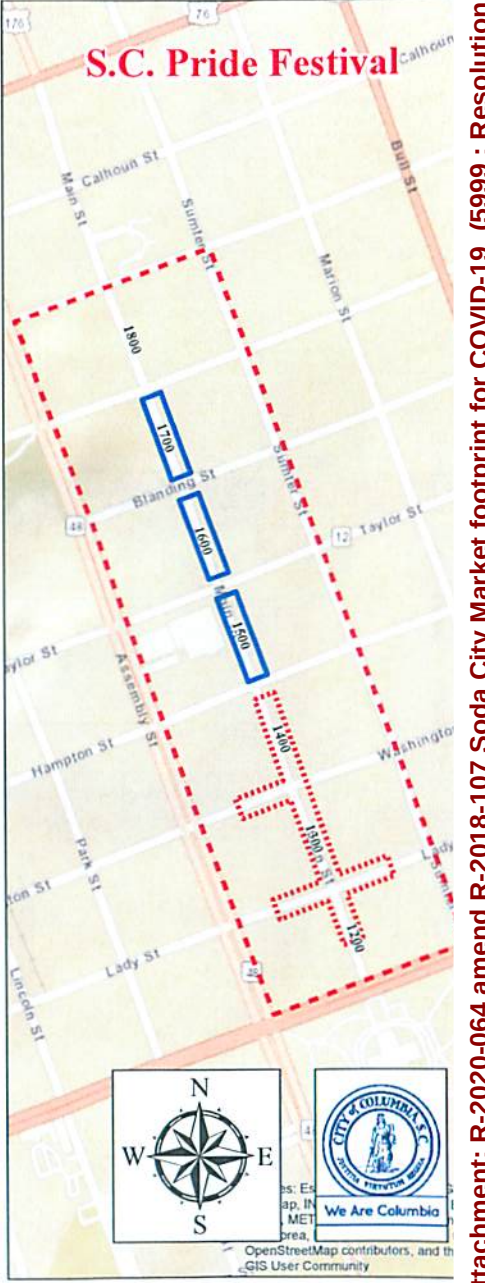
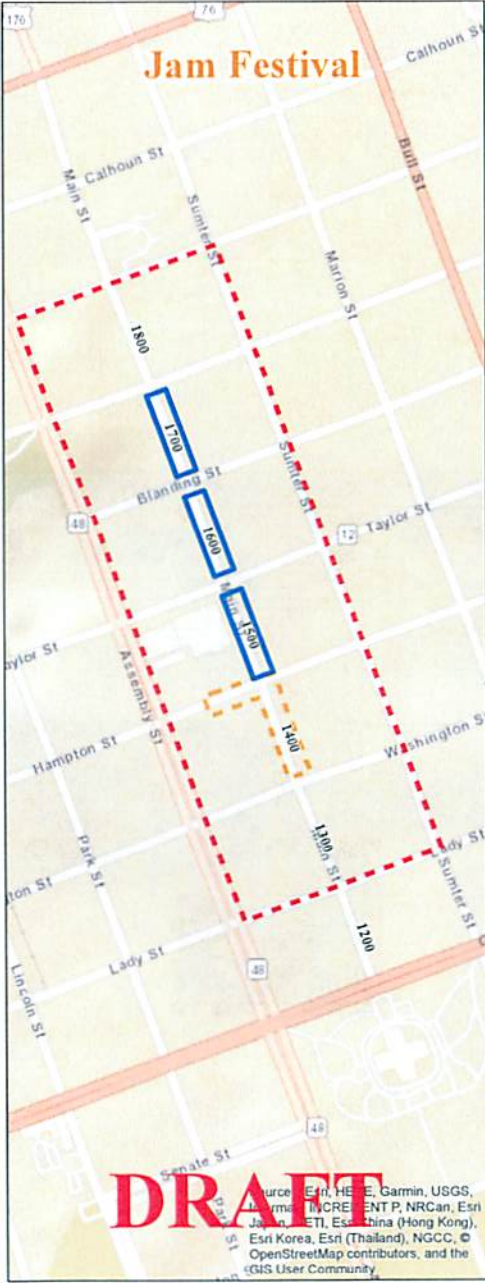
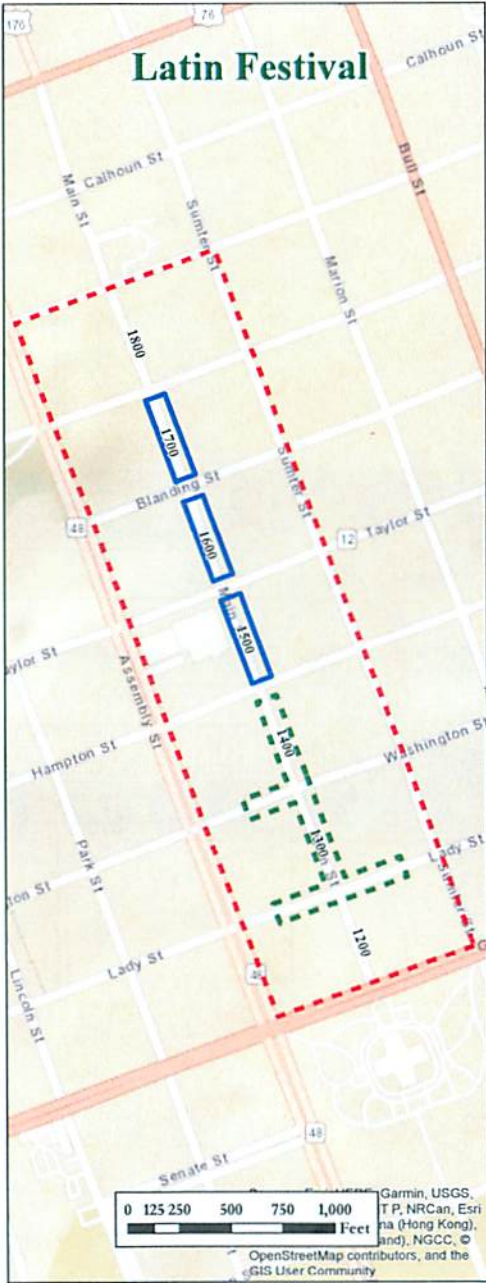
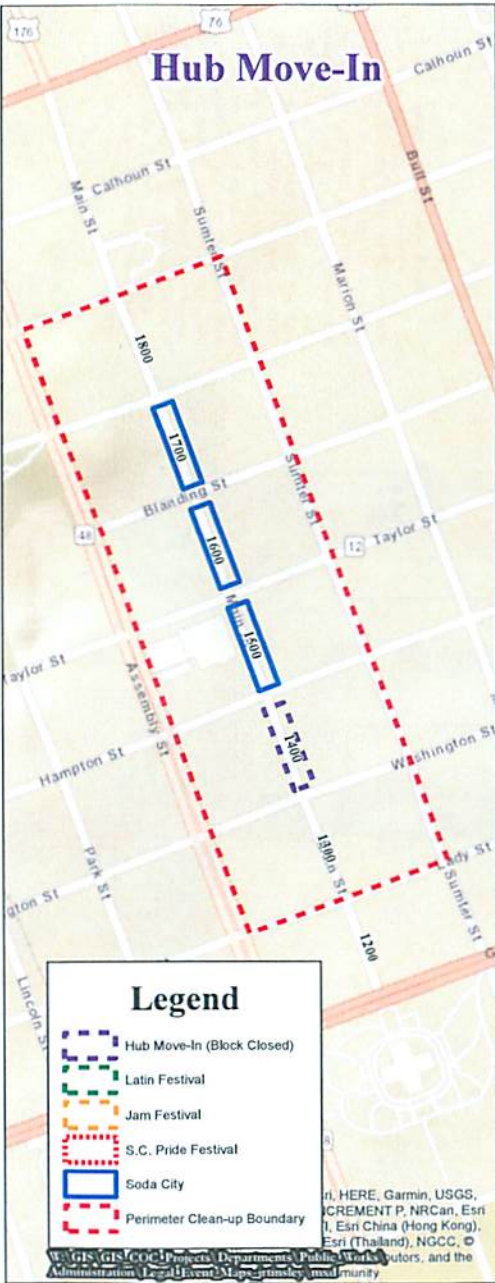
Introduced: 11/20/2018
Final Reading: 11/20/2018



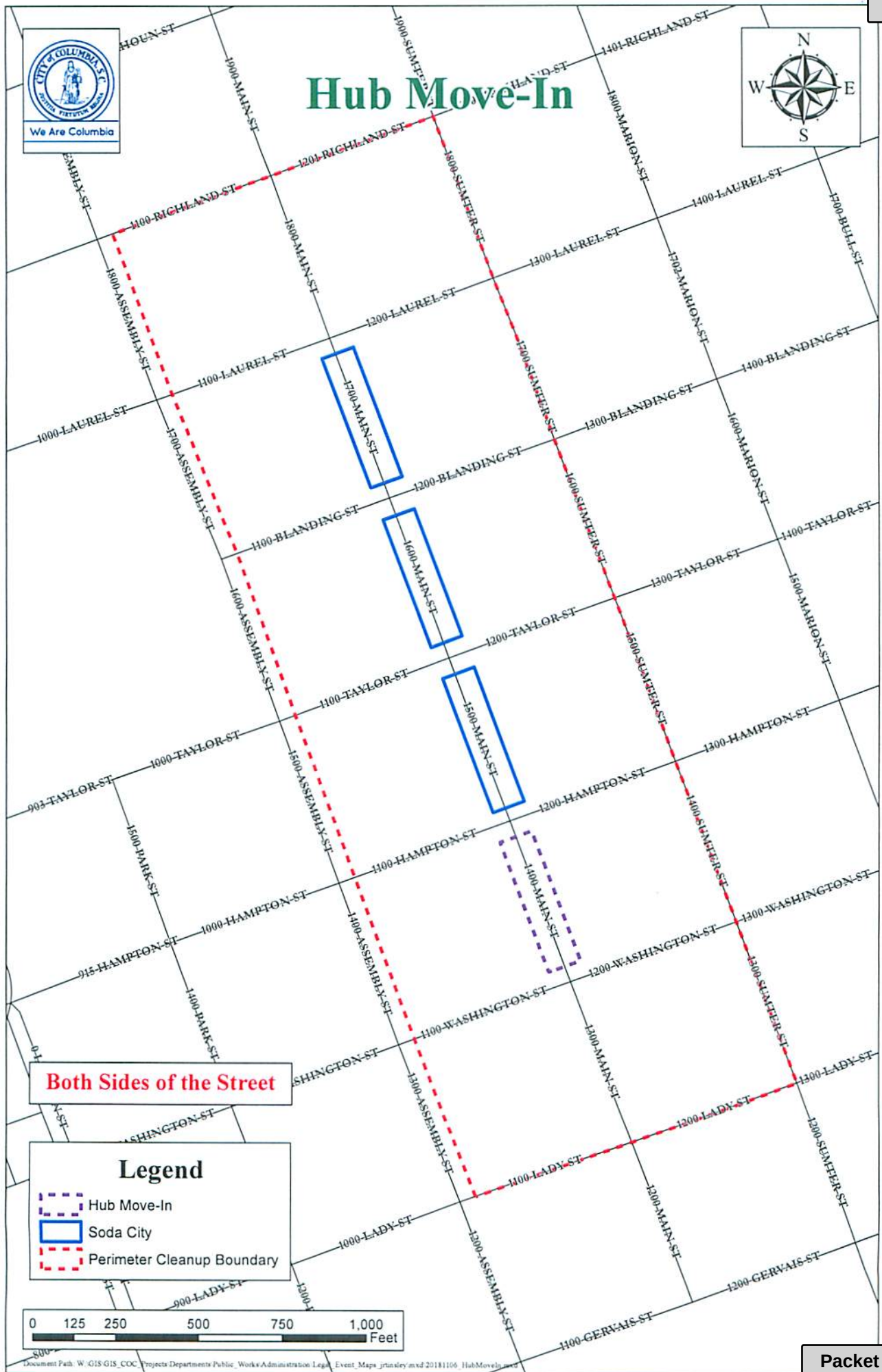


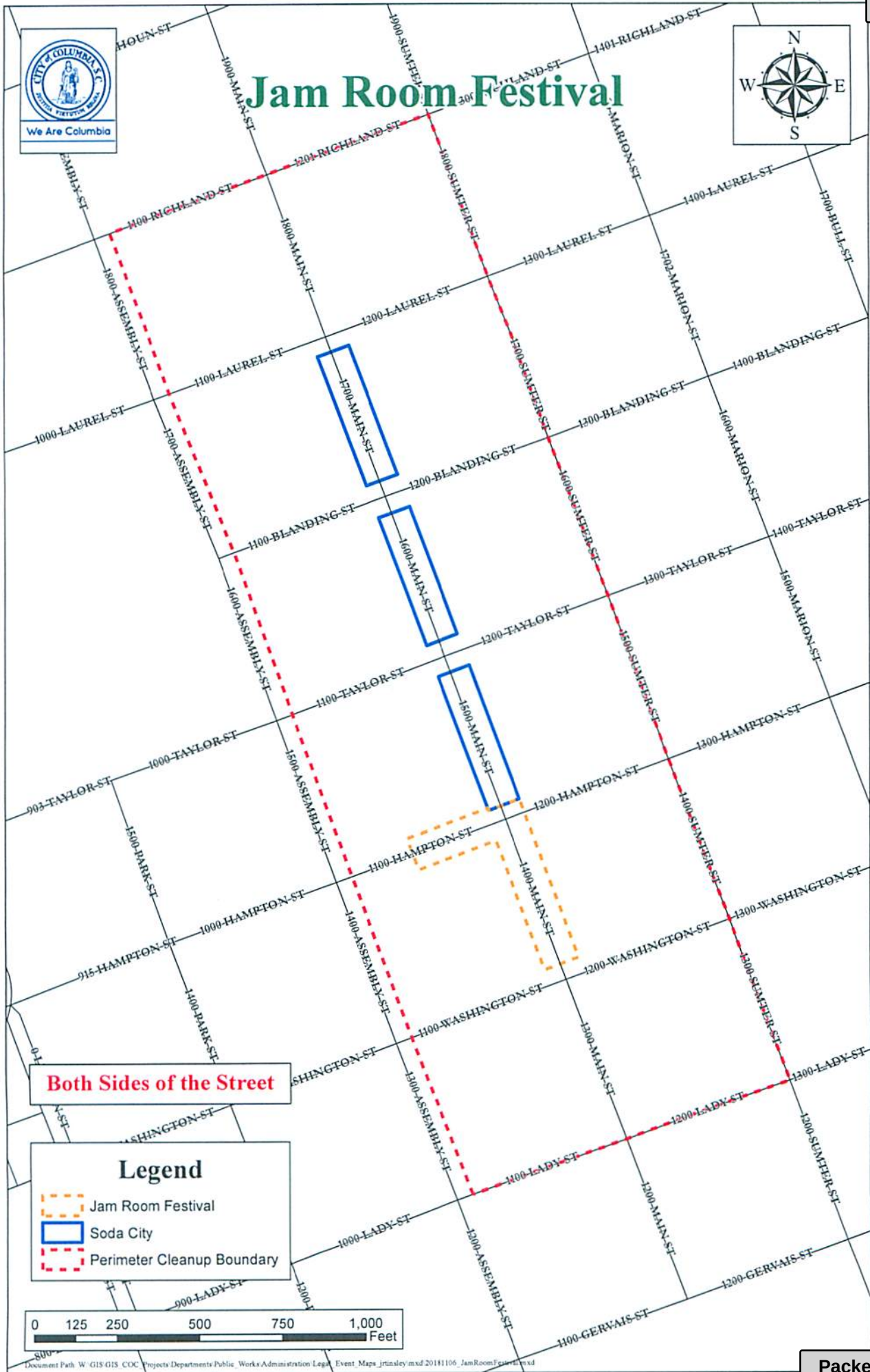
This area is subject to approval by Council of Resolution No.: R-2015-105 to allow for potential expansion of the Market beginning in 2017. The use of the 1300 block of Main Street between Washington Street and Lady Street without closing the intersection of Washington Street and Main Street will depend on growth rate and seasonal fluctuations and may not occur on a regular basis. For the initial expansion the Market Organizer shall communicate with the City's Parking Services Department, the City's Public Works Department, the City Police Department and the City of Columbia Fire Marshall regarding such expansion no later than one (1) month from the date of the initial expansion and potential expansions thereafter shall be made by 12:00 p.m. (noon) on Monday before the market.

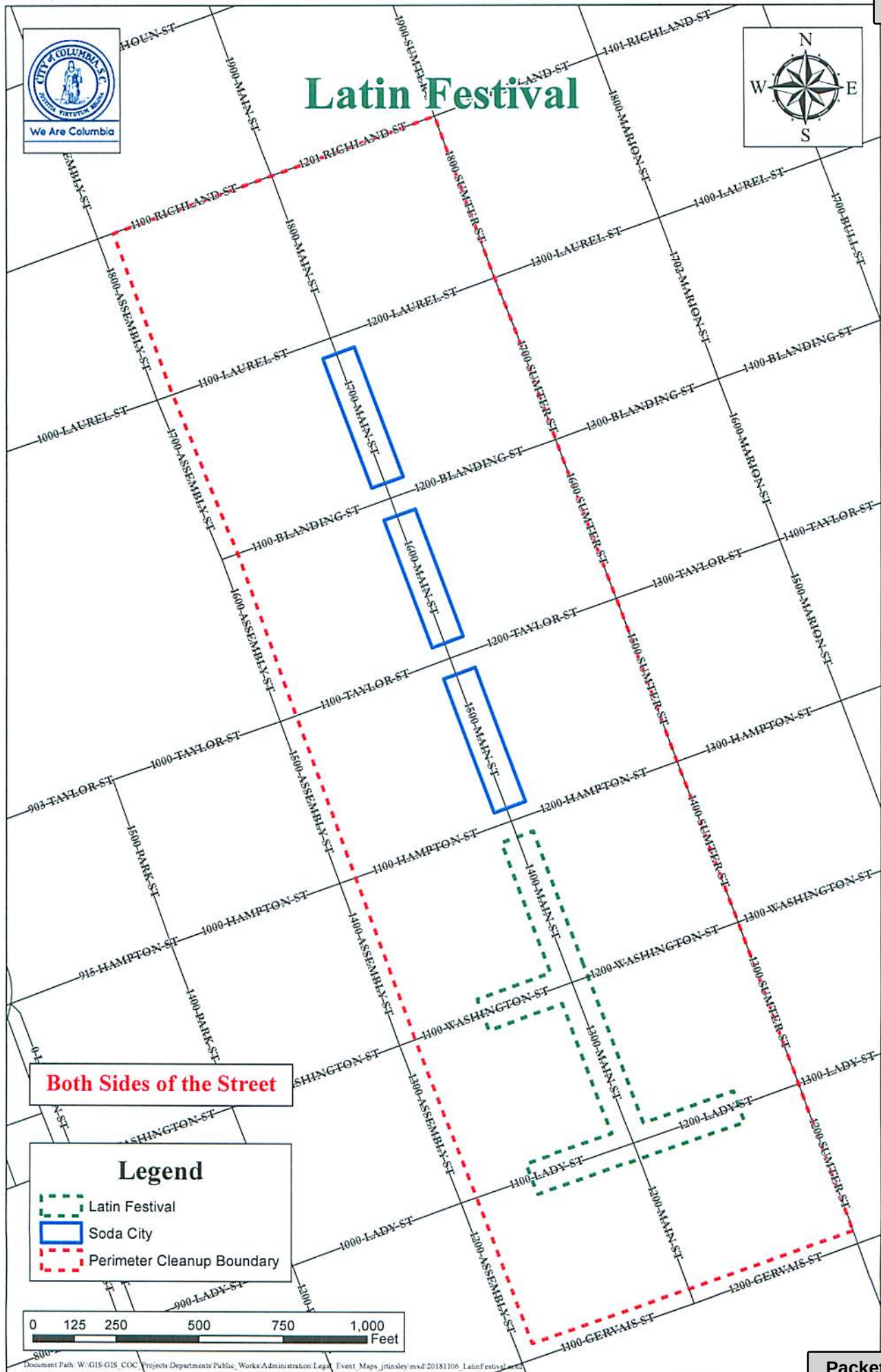


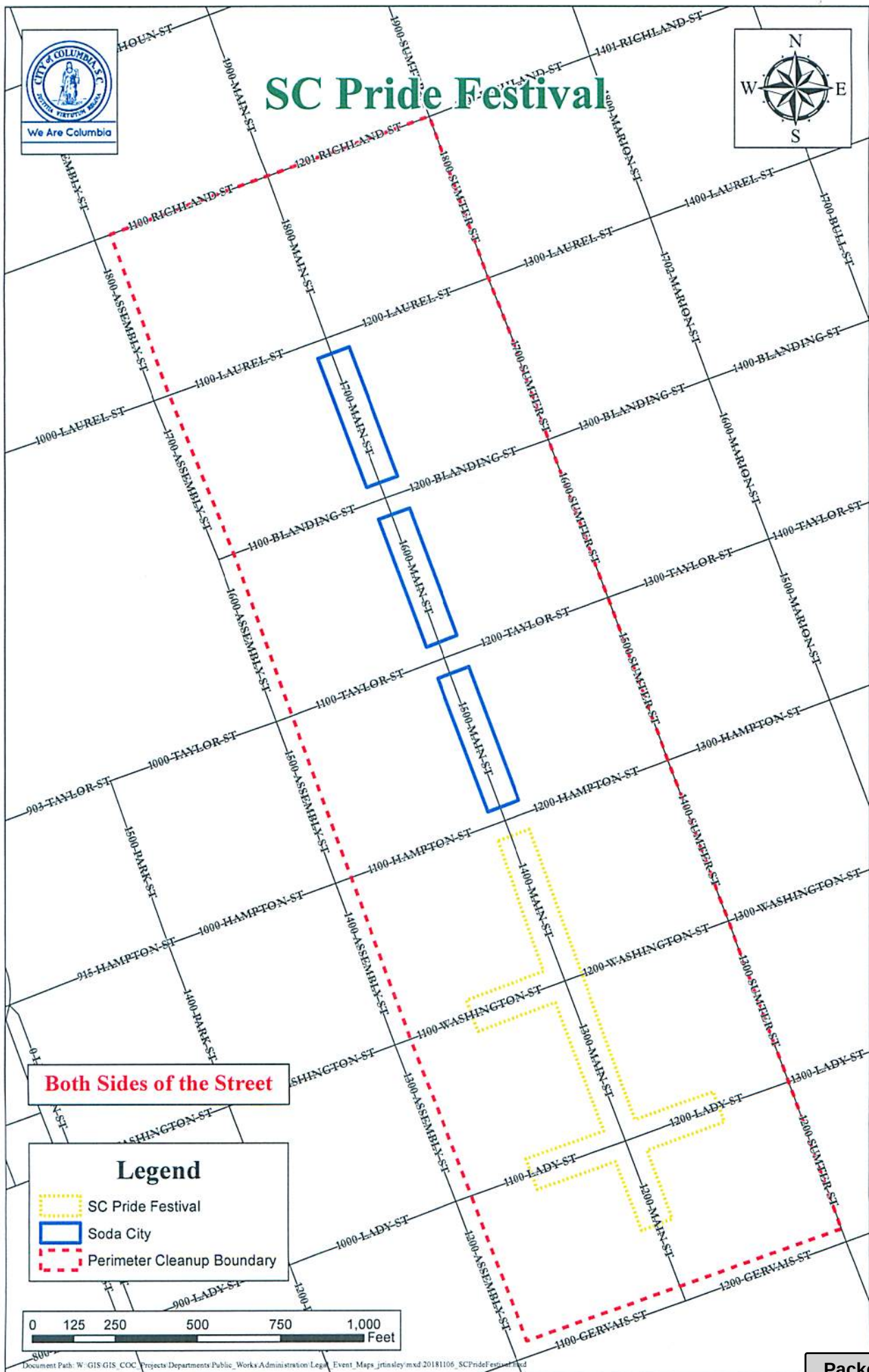


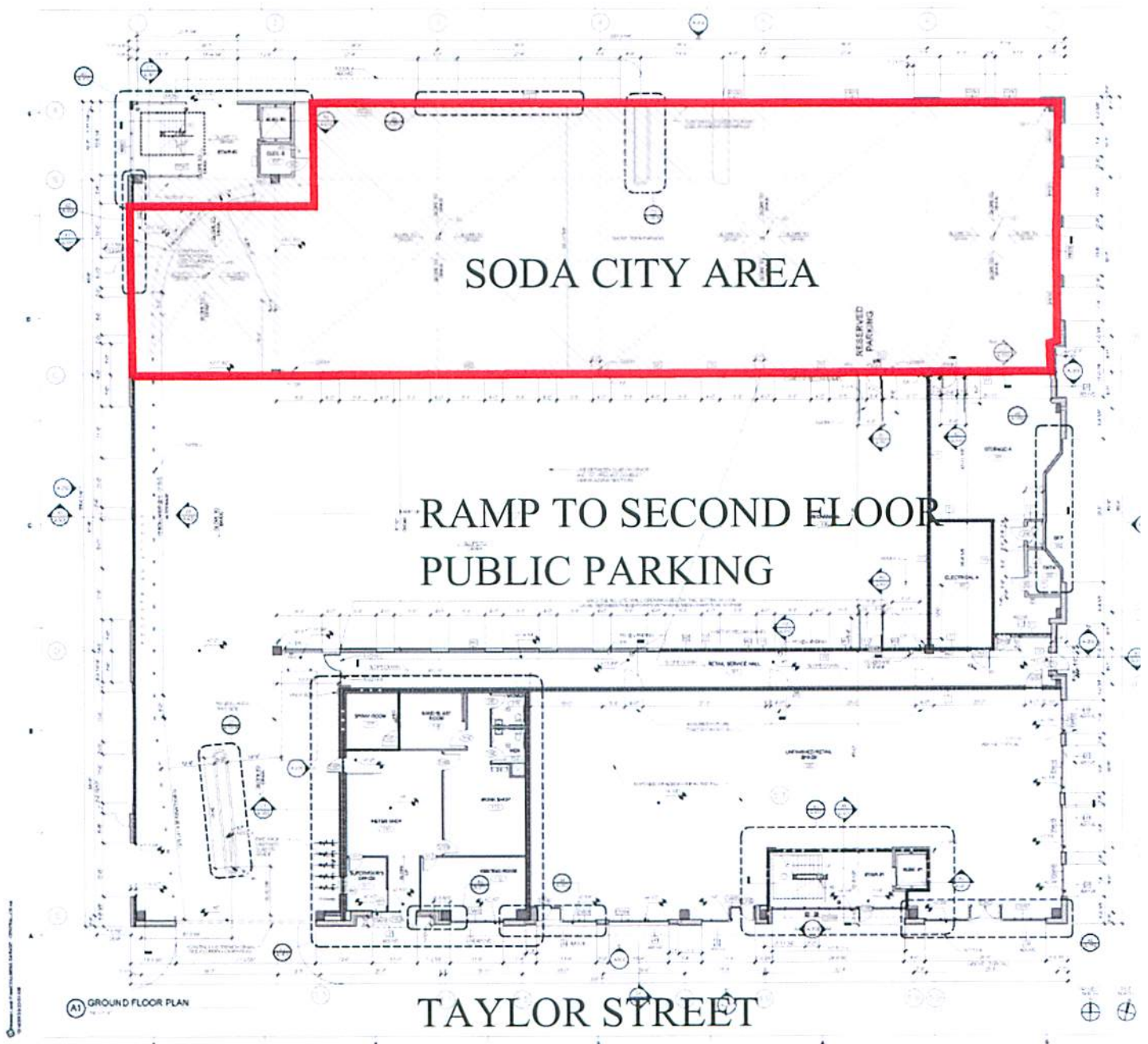
Attachment: R-2020-064 amend R-2018-107 Soda City Market footprint for COVID-19 (5999 : Resolution











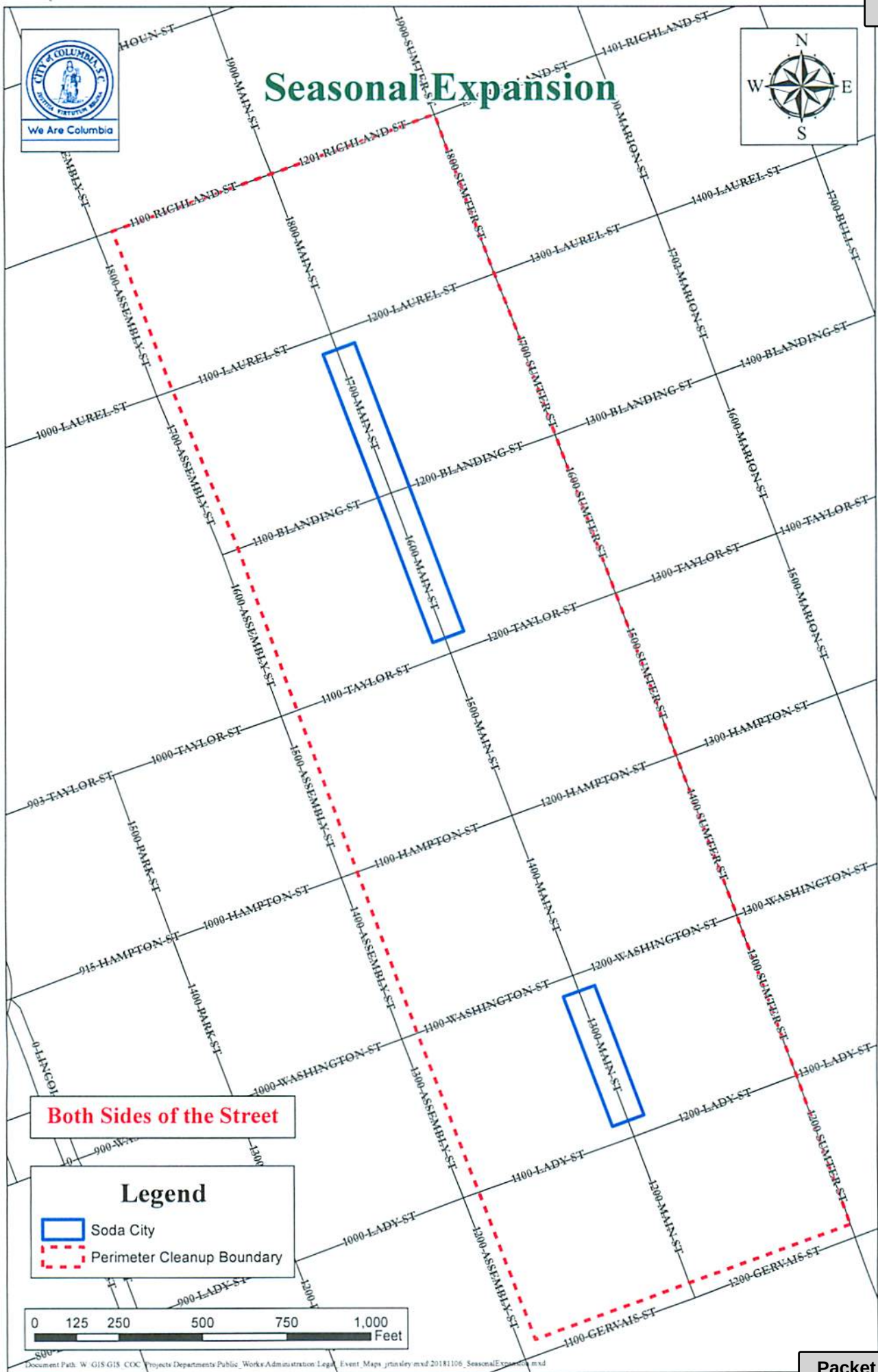


EXHIBIT "B"

A. Vendors must be licensed to conduct business in the State of South Carolina. The State requires all vendors (including resellers), with the exception of farmers, to secure a South Carolina retail license and post it at their booth each week for the entire event.

B. Vendors must have a current City of Columbia business license and are to be responsible for the collection and remittance of hospitality taxes to the City of Columbia.

C. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.

D. All vendors planning to sell any food product see the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein.

E. The state of South Carolina does not allow any food items for public sale to be manufactured in a home kitchen, except for those food items being sold pursuant to and in compliance with the South Carolina Cottage Food Bill. Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under SCDA/FDA jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a Process Authority (Clemson University or N.C. State) for analysis prior to sale.

F. Farms and nurseries are required to fulfill the South Carolina Department of Agriculture's "SC Certified" application process. Nursery growers are required to comply with South Carolina's Nursery Regulations.

G. Weights and measures are expected to be in accordance with local, state and federal laws and regulations.

Agricultural Sellers

- Corn Meal and Grits – corn checked by SCDA, Grist Mill Inspection SCDA, Inspection Report/Registration Number SCDA, approved SCDA labeling
- Dairy – SCDHEC Dairy regulations
- Cheese – contact SCDA
- Eggs – SCDA wholesale license, approved USDA labeling / washing / inspection / grading
- Honey – Honey House inspection SCDA, approved SCDA labeling
- Meat (poultry, beef, pork, and lamb) – SC Meat & Poultry registration, inspection, become Registered Meat Handler, inspection mark of SCMPID or USDA on meat, liability insurance
- Meat (rabbit, quail, alligator) – SCDA certification
- **Certified SC Grown – SCDA registration

Non-Agricultural Sellers

- Ocean Fish (whole and unprocessed) – contact DNR, Wholesaler License
- Ocean Fish (processed, dressed) – course/plan HACCP FDA, facility inspection/registration SCDA, wholesaler or commercial fisherman license, liability insurance
- Boiled Peanuts (off-sight) -- SCDA or SCDHEC inspected and registered facility, approved SCDA labeling
- Baked Goods, Candy, Nuts -- SCDHEC or SCDA registration, approved SCDA labeling
- Owners of DHEC approved bakery / restaurant: SCDHEC catering or retail food license, retail Grade "A" permit
- Canned, Jarred, Bottled Foods – required analysis at Clemson or NC State, SCDHEC or SCDA approved and registered manufacturing facility

EXHIBIT "C"
SOUTH CAROLINA DEPARTMENT OF AGRICULTURE
Food Safety and Compliance Guidelines

All vendors must follow the following guidelines and provide documentation at the booths to sell any items listed below.

Corn Meal and Grits

Corn checked for aflatoxins by SCDA Lab 803-737-9700

Grist Mill Inspection by SCDA 803-737-9690

___ Provide copy of current SCDA Inspection Report/Registration Number.

___ Proper labeling with name of product, ingredient list, name and address of manufacturer and net weight that has been reviewed by SCDA for compliance.

Dairy

SC DHEC Dairy Division handles all regulations and requirements regarding fluid milk products. 803-896-0644

SCDA handles cheese and cheese products. 803-737-9690

All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

Keep at 45 degrees or lower at market. Label samples, "Display only".

___ Provide copy of current liability insurance.

Eggs

___ Provide copy of SCDA current wholesale license

___ Provide copy of current liability insurance

___ Keep eggs at 45 degrees or lower at market.

___ Label your sample carton, "Display only-Not for Sale."

___ Eggs must be washed, properly labeled, inspected and graded according to USDA Standards. 803-737-9690

___ A "packed on" or expiration date must be printed on all cartons/labels.

Fish and Seafood

Whole and unprocessed fish and seafood are under the Dept. of Natural Resources (DNR). 803-734-3886

Commercial Fisherman License and/or a Wholesaler's License is required to sell to public, including Farmers Market (call 843-953-9036 to apply).

Processed, dressed, gutted, scaled Fish

___ Complete a seafood HACCP course provided by FDA and have a HACCP plan.

___ Provide copy evidence of completion of HACCP course/plan

___ Use of an inspected and registered facility (fish house) by SCDA.

___ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

___ Provide copy of commercial fisherman's license.

___ Provide copy of current liability insurance.

Honey

___Honey is a processed food and must be cut, extracted and packaged in an SCDA approved (inspected) and registered Honey House.

___Provide copy of current Inspection Report for your facility and letter from shared honey house verifying use.

___Honey must be properly labeled with Name of product, name and address of manufacturer, and net weight. Label must be in compliance with SCDA laws.

___Honey exemption (sales to end consumer, less than 150 gal/Yr, complete exemption form); Must be labeled.

Meat

Poultry, beef, pork and lamb is regulated by SC Meat and Poultry Inspection Division, Clemson Livestock, Poultry and Health, 500 Clemson Road, Columbia, SC. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

___Must become a Registered Meat Handler to sell meat at farmers market (no cost)Door-to-door Meat firms must comply with SC Weights and Measure Laws. 803-737-9690

___Inspection mark on meat(either SCMPID establishment # or USDA #) 803-788-8747

Meat must be kept frozen at 0° F or less/ kept refrigerated at 45°F or less

___Provide copy of current liability insurance.

Peanuts

Boiled peanuts must be boiled, kept hot and bagged on site. No label required. (See exception)

Other types of peanuts and nuts that are prepackaged must be prepared in an inspected and registered off site facility by SCDA. Approved kitchen and labeled with name of product, ingredient list, name and address of manufacturer and net weight.

___Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

Baked Goods, Candy, Covered nuts

Baked goods, candy, covered nuts must be prepared in an inspected facility.

___Provide inspection report for your DHEC or SCDA approved and registered facility and letter giving you permission to use another facility and copy of inspection report.

___Use an approved label (State and federal law)! Derek Underwood, 803-737-9690, SCDA will work with you.

___Vendors who are owner operators of a DHEC approved bakery or restaurant can sell certain foods at the farmers market under their catering license or retail food license issued by SCDHEC 803-896-0640. Must post or provide retail Grade "A" permit at point of sale.

___Provide current Inspection report for bakery or restaurant

Canned/jarred/bottled Foods

___Canned/jarred/bottled Foods (jams, jellies, sauces, chow-chow and pickled foods) must be sent to Clemson University or NC State Univ. for analysis.

___Attendance required at Better Process Control School, FDA and SCDA registration, etc, for pickled foods.

- ___Illegal home canned foods are hazardous and cannot be sold. DHEC or SCDA registered facility must be used. Derek Underwood will work with you on how to manufacture canned foods.
- ___Provide documentation from SCDA that foods are approved for market

Organic Products

Organic Certification is required to advertise that you are selling organic products. Certificate should be displayed.

- ___Provide copy of certificate

Clemson University's Department of Plant Industry is a USDA approved Accredited Certifying Agent. This accreditation allows DPI (Department of Plant Industry) to certify organic operations in the three major categories of certification. Those three categories are crops, livestock and processing. For more information concerning organic certification, please send an email Kyle Stephens, rstphns@clemson.edu or call 864-646-2140.

Certified SC Grown

Membership in the Certified South Carolina Program is made by application to and acceptance by the South Carolina Department of Agriculture. All farm producers, food manufacturers, specialty food producers, packing facilities and others engaged in the production or manufacture of agricultural products in South Carolina are eligible to apply. Applications are on the web <http://agriculture.sc.gov> or call Ansley Rast Turnblad at arast@scda.sc.gov or call 803-734-2210. Members should display Certified South Carolina Grown logo.

Derek Underwood, 803-737-9690, SCDA will work with you on any requirements where SC Department of Agriculture must give approval. SCDA regulates farmers markets in South Carolina.

Nursery Stock

To sell nursery stock at the Soda City Market certified producers must adhere to the following standards:

1. Possess a valid nursery license or dealer license from the state of South Carolina, whether fee exempt or commercial.
2. Comply with pest cleanliness quality and patent regulations (ie. knock out roses).
3. Possess verification that the nursery stock they sell is of their own production. Records must be kept for a period of not less than 12 months, and include the date and source of materials. Production shall mean:
 - a. Plants are in the possession and control of the certified producer for not less than 90 days from purchase or from the date of first planting in the case of sexual (seeds) and vegetative-asexual (cuttings, grafting, etc.)

For more information contact:

Eric Hitzler, State Plant Inspector; (864)646-2140; ejhtzlr@clemson.edu; Clemson University, Department of Plant Industry, 511 Westinghouse Road, Pendleton, SC 29670; <http://dpi.clemson.edu>

Disclaimer: The guidelines contained in Exhibit "B" and "C" are meant for educational purposes only. Please contact State Compliance Manager, Derek Underwood for appropriate contact, regarding your individual food safety and compliance issue.

EXHIBIT "D"
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate as a vendor in the Soda City open air farmers' market ("Market") sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of my participation as a vendor in the Market sponsored by the City of Columbia.

I acknowledge that I have read and understand this Indemnification and Hold Harmless Agreement, and I agree to be legally bound by it.

 Vendor's Signature

 Date

 Vendor's Name (Please Print)

EXHIBIT "E"

STATE OF SOUTH CAROLINA	)	AGREEMENT TO ORGANIZE AND
	)	OPERATE AN OPEN AIR FARMERS' MARKET
COUNTY OF RICHLAND	)	(Resolution No.: R-2018-107)

WHEREAS, Emile DeFelice ("Organizer") is organizing and is to operate Soda City, an open air farmers' market ("Market"), to be held from January 2019 to December 2023 within the 1400 and 1500 blocks of Main Street excluding Boyd Plaza and the sidewalk areas, and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas and without closing the intersection of Hampton Street and Main Street, and based on growth and/or seasonal fluctuations expanding into the 1600 block of Main Street between Blanding Street and Taylor Street excluding the sidewalk areas and without closing the intersection and approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1400 and 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas and based on growth and/or seasonal fluctuations expanding to the 1300 block of Main Street excluding the sidewalk areas, without closing the intersection of Hampton Street and Main Street for Soda City and the 1600 block of Main Street between Blanding and Taylor Street, excluding the sidewalk areas and without closing the intersections; approving use of the rear bay area of the first floor of the City Center Parking Garage as a permanent alternate site for Soda City during inclement weather or other events; and authorize City staff to require vendors to remove items City staff deems not to be in compliance, to authorize the relocation of Soda City for The Hub move-in dates, the Latin, SC Pride and Jam Room Music festivals only to the 1600 block of Main Street, excluding the sidewalk areas and without closing the intersection of Taylor Street and Main Street and based on growth and/or seasonal fluctuations into the 1700 block of Main Street between Blanding Street and Laurel Street excluding the sidewalk areas and without closing the intersection of Blanding Street or the intersection of Laurel Street; and,

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, the Organizer of the City-sponsored Market is in the unique position of acting as a positive promoter and de facto goodwill ambassador of the City; and,

WHEREAS, the City of Columbia Council has enacted Resolution No. R-2018-107 authorizing the said event and imposing certain terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market; and,

WHEREAS, the City is desirous of binding the Organizer to such terms, conditions and requirements to be met by the Organizer in order to organize and operate the Market as set forth in the aforesaid resolution, NOW, THEREFORE,

FOR AND IN CONSIDERATION of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. The Organizer does hereby agree to be fully bound by, strictly perform and comply with all terms, conditions and requirements set forth in Resolution No. R-2018-107, a copy of which is attached hereto and incorporated herein by specific reference thereto and the City agrees to allow the Organizer to organize and operate the Market pursuant to the aforesaid resolution, provided that the dates and times of the Market do not conflict with other events which may be held in the 1500 block of Main and/or Boyd Plaza. The City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary.

2. The Organizer shall provide the City (Public Works) with a Market layout listing the vendors that will participate in the event and their tent location for the event by Friday noon of each week prior to each Saturday event. Organizer shall also provide with the Market layout properly executed vendor indemnification and hold harmless agreements from each vendor that will participate in that Saturdays' event. The Organizer will conduct himself in

accordance with his role as positive promoter and de facto goodwill ambassador of the City of Columbia in matters related to the Market. In the event that Organizer fails to act as a positive promoter and de facto goodwill ambassador of the City, the City, at its sole option, may immediately terminate this Agreement.

The event shall be revenue neutral to the City and the Organizer shall pay all costs incurred for the Market, including but not limited to police, fire, which are listed by way of illustration and not limitation. Organizer shall pay such costs to the City by noon on the Wednesday following each Saturday event.

In the event the Organizer fails to strictly perform and comply with all terms, conditions and requirements set forth in the aforesaid Resolution or this Agreement, or if the City, in its sole discretion determines that it is in the best interests of the City to terminate this Agreement, the City may repeal the Resolution and immediately terminate this Agreement. Organizer may terminate this Agreement at any time.

In further consideration of being permitted to organize and operate the Market sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Organizer, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of operation of the Market sponsored by the City of Columbia, including those arising from vendor or customer participation in the market. Organizer acknowledges that he has read and understands this Indemnification and Hold Harmless provision and agrees to be legally bound by it.

This document contains the entire Agreement between the Organizer and the City. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing by both parties.

This Agreement shall be construed in accordance with the laws of the State of South Carolina.

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: City of Columbia, Attn: City Manager, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the Organizer shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: 1332 Main Street Suite 204 Columbia, SC 29201.

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

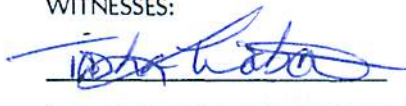
Unless otherwise terminated as provided for herein, this Agreement shall terminate on December 31, 2023.

Witness the parties' respective hands and seals as of the dates reflected below.

WITNESSES:

DATE: _____

WITNESSES:



DATE: _____

ORGANIZER

Emile DeFelice

CITY OF COLUMBIA

BY: 
Teresa B. Wilson

ITS: City Manager



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-066 Authorizing the City Manager to execute a Facility Encroachment Agreement between the City of Columbia and CSX Transportation, Inc.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-066 CSX - Vine Street Encroachment License Agreement (PDF)

RESOLUTION NO.: R-2020-066

*Authorizing the City Manager to execute a Facility Encroachment Agreement
between the City of Columbia and CSX Transportation, Inc. for the
Vine Street Sanitary Sewer Pipeline Crossing (SS7517)*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020,
that the City Manager is authorized to execute the attached Facility Encroachment
Agreement between the City of Columbia and CSX Transportation, Inc. for the Vine Street
sanitary sewer pipeline crossing (SS7517), or on a form approved by the City Attorney, for
the terms and conditions therein contained.

Requested by:

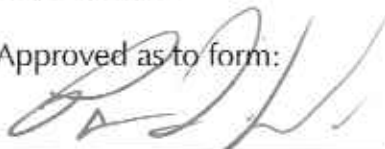
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION
Case No. 3:19-cv-00073-JMC-PJG

Joshua Hilbert,)
)
 Plaintiff,)
)
v.)
)
City of Columbia,)
)
 Defendant.)

)

DEPOSITION OF
ELLE MATNEY

Friday, January 24, 2020
2:50 p.m. - 5:16 p.m.

The deposition of ELLE MATNEY, taken on behalf of the Plaintiff at the Office of the City Attorney, 1401 Main Street, Columbia, South Carolina, on the 24th day of January, 2020 before Amber Scarborough, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of the date of the last signature hereinbelow, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF COLUMBIA, a municipal corporation, political subdivision or state agency, under the laws of the State of South Carolina, whose mailing address is 2910 Colonial Drive, Columbia, South Carolina 29203, hereinafter called "Licensee,"

WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) previously existing and undocumented fifteen inch (15") diameter sub-grade pipeline crossing, to be brought under agreement, solely for the conveyance of raw/treated sewage, located at or near Columbia, Richland County, South Carolina, Florence Division, Eastover Subdivision, Milepost AKA-373.22, Latitude N33:58:12., Longitude W81:01:40.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of One AND 00/100 U.S. DOLLARS (\$1.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event

of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensors and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensors, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensors' property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or

environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person

whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 To the extent permitted by State law, obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be

notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 803-545-3900.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the extent permitted by State law, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type

Name: _____

Print/Type

Title: _____

Date: _____

Witness for Licensee:

CITY OF COLUMBIA

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Teresa B. Wilson

Print/Type Title: City Manager

Date: _____

Tax ID No.: 57-6000229

Authority under Ordinance or

Resolution No. R-2020-066

Dated _____.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Teresa B. Wilson, City Manager on behalf of the within-named City of Columbia, South Carolina.

 NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
 MY COMMISSION EXPIRES: _____



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Richland- Lexington Airport Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**

Purpose: The purpose of the commission is to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police such airports and air navigation facilities as shall be necessary to serve the people of the Richland-Lexington airport district.

HISTORY:

06/02/20

Columbia City Council

DEFERRED



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Legal advice pertaining to COVID-19



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Lake Katherine Sediment



We Are Columbia

MEETING DATE: June 16, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Mr. Seafood