We Are Columbia

Tuesday, September 16, 2014	6:00 PM	City Hall - Council Chambers

The City Council will conduct a Regular Meeting / Zoning Public Hearing on Tuesday, September, 16, 2014 at 6:00 PM at City Hall - Council Chambers at 1737 Main Street, Columbia, SC 29201.

CALL TO ORDER

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF THE MINUTES

PRESENTATIONS

PUBLIC HEARINGS

1. RESOLUTION NO.: R-2014-068 Designating Martin Luther King Neighborhood a Residential Parking Permit District (Requested by Shari Ardis, Legal)

   N/A

OTHER MATTERS

CONSENT AGENDA

Consideration of Bids and Agreements

2. Coban cameras and accessories for patrol cars (Requested by Sandra Wright, Purchasing)

   Police Operations/Computer Equip Hardware
   1012403-627500

3. Visionair's applications for mobile reporting and dispatching needs (Requested by Sandra Wright, Purchasing)

   Police Operations/Computer License
   1012403-627510

4. GETAC Computers for New Police Vehicles (Requested by Sandra Wright, Purchasing)

   Police Operations/Computer Equipment Hardware

1012403- 627500

5. Mythics, Inc (Requested by Sandra Wright, Purchasing)

   Information Technology/Maintenance and Service Contract
   1011120-638200

6. Parking Management System Software and Custom Configured Handheld Enforcement Units (Requested by Sandra Wright, Purchasing)

   Parking Improvement Project Control/Meter, Parts and Supplies
   5329999 - 625600
   On-Street Credit Card Meters/ Meter, Parts and Supplies
   PG001116 - 625600

7. Bill Print Services (Requested by Sandra Wright, Purchasing)

   5511407-638300
   5511407-631100
   1014401-636000
   5313101-621000
   5311411-637000

8. Contract Renewal, RFP 0002-10-11, Pollock Copier Contract (Requested by Sandra Wright, Purchasing)

   Copying/Xerox Copy and Supply
   6208951 - 627200

9. Fencing Materials and Netting Replacement (Requested by Sandra Wright, Purchasing)

   4039999-658660

10. Ford F-250 (Requested by Sandra Wright, Purchasing)

    Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital
    5516203 - 658500 $51,658.00

11. Ford CMax Hybrids (Requested by Sandra Wright, Purchasing)

    Utilities Water Maintenance Customer Service- Auto, Trucks, Heavy Equipment Capital
    5516202 - 658500 $ 94,600.00

12. Tandem Dump Truck (Requested by Sandra Wright, Purchasing)

    Utilities Water Distribution & Maintenance- Autos, Truck, Heavy Equip. Capital
    5516205- 658500 $ 137,771.00

13. Ford F250 Super Cab 4x4 (Requested by Sandra Wright, Purchasing)

    Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital
    5516203 - 658500 $286,713.00

14. Repair Materials for Train One at Metro WWTP (Requested by Sandra Wright, Purchasing)

    Utilities: Metro WWTP
    5516208 - 623100
    $60,013.44
    08/19/14 5516208 · Utilities: Metro WWTP $60,013.44

15. Black & Veatch Corporation On Call Agreement The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required in conjunction with operation of the City's wastewater treatment plant and collection system for pre-treatment support and headworks analysis. Staff has negotiated a not to exceed fee of $75,000.00 with Black & Veatch Corporation, a non-DBE firm headquartered in Overland, KS with an office in Greenville, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (water & sewer). (Requested by Joey Jaco, Utilities and Engineering)

    Staff has negotiated a not to exceed fee of $75,000.00 with Black & Veatch Corporation, a non-DBE firm headquartered in Overland, KS with an office in Greenville, SC.

16. On-Call Agreement with ICA Engineering The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required relating to miscellaneous wastewater collection system, wastewater treatment and surveying services. Staff has negotiated a not to exceed fee of $75,000.00 with ICA Engineering, a non-DBE firm headquartered in Brentwood, TN with an office in Columbia, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. (Requested by Joey Jaco, Utilities and Engineering)

    Staff has negotiated a not to exceed fee of $75,000.00 with ICA Engineering, a non-DBE firm headquartered in Brentwood, TN with an office in Columbia, SC. The original budget amount is $75,000.00. Funding for the Agreement will come from 5511706-638505 (sewer).

17. M.R. Systems, Inc. On Call Agreement The Department from time to time has a need for Sanitary Sewer Engineering. The enclosed, subject Agreement provides for general sanitary sewer engineering services for various projects that may arise in the coming year. Staff has negotiated a not to exceed fee of $150,000.00 with M.R. Systems, Inc., a non-DBE firm located in Norcross, Georgia. The original budget amount is $150,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (sewer). (Requested by Joey Jaco, Utilities and Engineering)

    Staff has negotiated a not to exceed fee of $150,000.00 with M.R. Systems, Inc., a non-DBE firm located in Norcross, Georgia.

18. Repair Materials for the Metro WWTP (Requested by Sandra Wright, Purchasing)

    Utilities: Metro WWTP
    5516208 - 623100
    $284,690.36
    09/16/14 5516208 · Utilities: Metro WWTP $284,690.36

19. Annual Bid for Wet Well Cleaning (Requested by Sandra Wright, Purchasing)

    Metro Wastewaster Treatment Plant Maintenance and Service Contracts
    5516208-638200
    $237,405.00
    09/16/14 5516208 · Utilities: Metro WWTP $237,405.00

20. WM3059/SS7202 Mountain Drive and Clement Road area Water Main and Sewer Line Replacement (Requested by Joey Jaco, Utilities and Engineering)

The purpose of this Capital Project consists of constructing varying lengths of 8" DIP, 6" DIP, 4" DIP and 2" DIP water mains, renewing water and fire services and relocating identified water meters to R/W line.

Ordinances - Second Reading

Event Resolutions

1. RESOLUTION NO.: R-2014-078 Authorizing consumption of beer and wine only at Vista Lights 2014 on Thursday, November 20, 2014 (Requested by Shari Ardis, Legal)

N/A

2. RESOLUTION NO.: R-2014-082 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 7, 2014 (Requested by Shari Ardis, Legal)

N/A

3. RESOLUTION NO.: R-2014-089 Authorizing consumption of beer and wine only at Five Points Association's }erryFest on Sunday, October 5, 2014 (Requested by Shari Ardis, Legal)

N/A

4. RESOLUTION NO.: R-2014-092 Authorizing the City Manager to execute an Encroachment Agreement between the City of Columbia and the South Carolina Budget and Control Board for installation and maintenance of a building overhang doors and entrance ways, private sanitary sewer lines, private water/fire service lines and private storm drainage lines over the utility right of way area in the 500 block of Williams Street adjacent to the South Carolina State Museum Planetarium Observatory and Theater located at 514 Williams Street, Richland County TMS #08912-02-02 and 08912-02-03 (Requested by Shari Ardis, Legal)

N/A

<u>RESOLUTIONS</u>

21. RESOLUTION NO.: R-2014-086 Authorizing the City Manager and Chief of Police to execute a Memorandum of Understanding between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department (Requested by Shari Ardis, Legal)

N/A

22. RESOLUTION NO.: R-2014-088 Authorizing the City Manager and Chief of Police to execute an Agreement for the Temporary Transfer of Law Enforcement Officers between Fairfield County and the Fairfield County Sheriffs Office and the City of Columbia and City of Columbia Police Department (Requested by Shari Ardis, Legal)

N/A

23. RESOLUTION NO.: R-2014-087 Authorizing the City Manager and Chief of Police to execute an Accreditation Program for Law Enforcement Accreditation Agreement between The Commission on Accreditation for Law Enforcement Agencies, Inc. and the City of Columbia and City of Columbia Police Department (Requested by Shari Ardis, Legal)

    N/A

24. RESOLUTION NO.: R-2014-081 Recognizing the position of City of Columbia Poet Laureate (Requested by Shari Ardis, Legal)

    N/A

25. RESOLUTION NO.: R-2014-085 Authorizing the City Manager and Chief of Police to execute an Agreement between LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department (Requested by Shari Ardis, Legal)

    N/A

26. RESOLUTION NO.: R-2014-091 Authorizing consumption of beer and wine only at the Get Out the Vote Rally in the Cannon Parking Carage on September 26, 2014 (Requested by Shari Ardis, Legal)

    N/A

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Legal**
FROM:	***Shari Ardis, Legal Administrator***
SUBJECT:	**RESOLUTION NO.: R-2014-068 Designating Martin Luther King Neighborhood a Residential Parking Permit District**
FINANCIAL IMPACT:	**N/A**

ATTACHMENTS:

- R-2014-068 designate MLK Neighborhood a residential parking permit district (PDF)

RESOLUTION NO.: R-2014-068

Designating Martin Luther King Neighborhood a Residential Parking Permit District

WHEREAS, upon receipt of a petition signed by more than fifty (50%) percent of the resident property owners of the Martin Luther King Neighborhood and after a public hearing as provided for by Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 3, Residential Permit Parking Districts of the 1998 Code of Ordinances of the City of Columbia, and considering the recommendations of Parking Services, it appears that said area as adjusted to confirm to the engineering survey and contiguity requirements of the City Code is severely impacted by non-residential on-street parking by reason of nearby commercial, recreational and institutional uses, and that such area should be designated as a permit-parking district; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this___ day of ________, 2014, that the Martin Luther King Neighborhood is hereby designated a permit parking district in which the parking shall be regulated and restricted at all hours, Monday through Saturday by parking permits pursuant to Sec. 12-104 of the 1998 Code of Ordinances of the City of Columbia.

Requested by:

Parking Services

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Attorney

City Clerk

Introduced:
Final Reading:

Last revised: 7/21/2014
14071337

City of Columbia

We Are Columbia

PETITION TO COLUMBIA CITY COUNCIL

Requesting a Residential Permit Parking District for portions of the Martin Luther King Neighborhood
Pursuant to City of Columbia Municipal Code

(To be signed only by owners whose permanent living address is within the boundaries as shown on the attached map labeled "Proposed MLK Neighborhood Residential Permit Parking District")

Return signed petition form to:
Parking Services / 820 Washington Street / Columbia, S.C. 29201

We the undersigned are owner occupants of property within the area shown on the attached map labeled "Proposed MLK Residential Permit Parking District" and living on one of the following blocks: 900 block of Walnut Street; 800 & 900 blocks of Pine Street; 2200 & 2300 blocks of Stark Street; 2200 block of College Street; and 800 & 900 blocks of Oak Street. We hereby petition Columbia City Council to designate certain on-street parking spaces in the area as a Residential Permit Parking District five (5) days a week, Monday through Friday, twenty-four (24) hours each of those days from midnight to midnight, pursuant to Columbia City Codes, Chapter 12, Article II, titled "Residential Permit Parking Districts".

We understand that, if this area is designated as a Residential Permit Parking District, certain restrictions will be placed upon all on-street parking within the designated area, subject to the regulations and restrictions established by the City Council. Residents and tenants will need to obtain hang-tag permits to park on the streets so designated and can obtain visitor permits for guests.

Upon return of the completed petition, the City of Columbia Parking Services Department will evaluate the petition. Should the depart t find the petition to be valid and contain sufficient signatures of property owners, the department will ask that City Council to set a pul hearing. City Council may by resolution designate such area as a permit parking district and set the hours of regulation.

NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
Agnes Daniels	925 Oak St	803-252-7125	Agnes Daniels	5-24-14
Iris Tucker	914 Pine St.	803-556-6810	Iris Tucker	5-28-14
Delores H Frazier	929 Pine St	803 254-3981	Delores H. Frazier	5-28-14
Julia Smith	911 Oak St	803 929-0947	Julia Lee Smith	6-2-14
Willie Holman	926 Walnut St	771-2797	Willie Holman	6-11-14
Antonio Holman	926 Walnut St	771-2797	Antonio Holman	6-11-14
David Marshall	929 Oak	254-1585	David Marshall	6-14-14

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NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
Jackie McDonald	815 OAK ST	803 529 [illegible]	[illegible] McDonald	5/16/14
MABLE D. CARTER	812 OAK St	254 2877 254 [illegible]	Mable D. Carter	5/16/14

Attachment: R-2014-068 designate MLK Neighborhood a residential parking permit district (1540 : RESOLUTION NO.: R-2014-068)

City of Columbia

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Requesting a Residential Permit Parking District for portions of the Martin Luther King Neighborhood Pursuant to City of Columbia Municipal Code

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NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
Julius & Megan Thomas	917 Pine St.	466-8214	J/M Thomas	12.3/13
Robert & Dillae Roy	816 Oak St	414-4114	[illegible]	1/8/14

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NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
Jennifer Jamison	2224 Pinter	799 7130	Jennifer Jamison	1-20-14

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NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
[illegible]	914 Oak ST	803 307-6340	[illegible]	3/29/14

Attachment: R-2014-068 designate MLK Neighborhood a residential parking permit district (1540 : RESOLUTION NO.: R-2014-068)

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Margrete Daniels	925 1/2 Oak St	803-252-1125	Margrete Daniels	12-4-13
JA Hartwell	913 Oak Str	803-799-8260	[illegible]	12-6-13
W H McDaniels	923 Oak St	803-799-5336	[illegible]	12-6-13
TIFFANY CONELLY	929 Oak st.	803 3180728	Tiffany Conell	12-6-13
Pamela Kimpson Mack	814 Oak Street	803-929-3218	Pamela K Mack	12/12/13
MICHAEL A BIRLEY	1014 OAK ST	803-779-9659	[illegible]	12/6/13
Lonnie Randolph Jr.	1011 OAK St	803-254-0973	[illegible]	[illegible]

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Kenneth Winns	811 Oak street Columbia, SC 29205	803 261-5109	Kenneth Winns	Dec. 28, 2013
Bridgett Taylor	900 Walnut St Columbia SC	803 563-1792	Bridget Taylor	12-30-13
Ronald J. McMillan	810 OAK St.	(803) 256-4084	Ronald J. McMillan	2-19-13

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NAME	ADDRESS	TELEPHONE	SIGNATURE	DATE SIGNED
Bernice M Johnson	923 Pine St	254-4341	Bernice M Johnson	11/22/13
Barbara Bader	912 Pine St.	803 779-3173	Barbara Bader	1-25-14
Doreatha E Carter	812 Oak St	254 3877	[illegible] E Carter	1/24/13
Sandra McKie	2311 Stark	201-0819	Sandra McKie	1/24/13
Glennie Scott	2237 Greene St	803-381-6339	Glennie M. Scott	1/24/2013
Glennie Scott	2224 College St	803-381-6339	Glennie M. Scott	1/24/2013

Attachment: R-2014-068 designate MLK Neighborhood a residential parking permit district (1540 : RESOLUTION NO.: R-2014-068)

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Stephine Preston	2200 College ST.	803-319-0737	Stephine B Preston	11-22-13
Alfred Davis	2413 Lee ST	803 799 2619	Alfred Davis	11-23-13
Minnie Wilson-Davis	2310, 2312 Pendleton St	8032529515	Minnie Wilson-Davis	11-23-13
Corine Whittington Kempson	919 Oak Street	803-252-1716	Corine Whittington Kempson	11-23-13

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RESIDENTIAL PARKING PERMIT DISTRICTS
FREQUENTLY ASKED QUESTIONS

1. **Who can sign a petition to establish a residential parking district?**
   Only property owners who own the homes and live in those homes can sign. If property is owned in the name of a husband and wife, both may sign.
2. **What happens after the majority of resident homeowners sign the petition?**
   The Parking Services Department will certify the signatures on the petitions and conduct a survey of the neighborhood parking to insure the area meets the standards set forth in the City Codes. Once the requirements of the codes are certified, Parking Services will request that City Council conduct a public hearing on the petition. After the public hearing, Council will be asked to approve a resolution establishing the parking district. If approved, the Parking Services Department will work with the neighborhood to determine which parking areas will need to be designated as parking only for those with valid permits. Not every parking space in the district needs to be restricted.
3. **How would I obtain a permit?**
   Before signage is installed, Parking Services will have permits available in the neighborhood. Owner occupants will need proof of ownership, such as a tax receipt. Owner occupants can obtain two resident permits ($5 each good for two years) and up to three visitor passes ($1 each good for two years). Renters may obtain two tenant permits per living unit ($10 for six months) and one visitor permit ($5 for six months). Renters will need to provide a copy of a current lease in order to obtain a permit. Permits are always available at Parking Services Customer Center at 820 Washington Street during normal business hours.
4. **Will all the parking in the area be restricted to permit parking?**
   No. Permit Only parking spaces will be added as needed. Not all spaces need to be Permit Only. Parking Services will work with the neighborhood to determine how many Permit Parking spaces are needed.
5. **Who do I call if I have questions?**
   Call the Parking Services office at 545-4015.

Proposed MLK Residential Permit Parking District

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Coban cameras and accessories for patrol cars**

FINANCIAL IMPACT: **Police Operations/Computer Equip Hardware 1012403-627500**

ORIGINAL BUDGET: **300,000**

Request for the purchase of ten (10) Coban cameras and accessories for patrol cars as requested by the Police Department.

I ask that you seek Council's approval for this purchase from Coban, using South Carolina State Contract # 4400002942, at the following quantity and cost plus SC sales tax.

Quantity		Description	Unit Price	Extended Price
10	Ea	SYSED-02 Edge Car System	$4,449.38	$44,493.80
10	Ea	SCOPT-31 OPT Wide Angle IR Camera	$175.00	$1,750.00
10	Ea	MZZ-01 MIS Adapter Plate	$100.00	$1,000.00
10	Ea	LFEE-050 Shipping Edge	$50.00	$500.00
10	Ea	WLIC-01 Coban DVMS Solution (This Item Not Taxable)	$150.00	$1,500.00
		Sub Total:		$49,243.80
		Tax:		$3,819.50
				$53,063.30

Coban is located at: 11375 W. Sam Houston Parkway S., Houston, TX 77031

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

ATTACHMENTS:

- R159891 - Coban (PDF)

R159891

COBAN

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 137799
Date: 7/09/2014
Page: 1 of 2

Bill to: Attn: Frieda Bates
City Of Columbia / IT
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201
Phone:803-737-4216

Ship to: Attn: Frieda Bates
City Of Columbia / IT
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201
Phone:803-737-4216

Account No.: 4022	Your P/O No.: QUOTE - 10 EDGE	Terms: Net 30
Sales Rep : CS	Shipping Via: GROUND	Due Date: 8/08/14

Line	Item Number	Description	Quantity	Unit Price	Extended
1	SYSED-02	EDGE IN CAR SYSTEM 5.7" touchscreen monitor PowerGuard w/ UPS 32 GB Internal SSD (Solid State Drive) 32 GB removable SSD GPS Front facing color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n wireless card Three year limited hardware warranty ***State Contract No. 4400002942***	10	4,449.38 /KT	44,493.80 T
2	SCOPT-31	OPT- DETACHED WIDE ANGLE IR CAMERA ***State Contract No. 4400002942***	10	175.00 /KT	1,750.00 T
3	MZZ-01	MIS- ADAPTER PLATE (required for all cars, except for Ford Crown Victoria and 2012 Dodge Charger)	10	100.00 /KT	1,000.00 T
4	WLIC-01	COBAN DVMS SOLUTION Software License with First Year Technical Support (per in-car unit) ***State Contract No. 4400002942***	10	150.00 /KT	1,500.00

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Attachment: R159891 - Coban (1533 : Coban cameras and accessories for patrol cars)

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 137799
Date: 7/09/2014
Page: 2 of 2

Bill to: Attn: Frieda Bates
City Of Columbia / IT
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201
Phone:803-737-4216

Ship to: Attn: Frieda Bates
City Of Columbia / IT
1136 Washington St.
2nd Floor, Suite 202/204
Columbia, SC 29201
Phone:803-737-4216

Account No.:	4022	Your P/O No.:	QUOTE - 10 EDGE	Terms:	Net 30
Sales Rep :	CS	Shipping Via:	GROUND	Due Date:	8/08/14

Line	Item Number	Description	Quantity	Unit Price	Extended
5	LFEE-050	SHIPPING- In-Car Equipment ***State Contract No. 4400002942***	10	50.00 /KT	500.00 T

(Total Taxable Amount: $47,743.80)

Sub Total:	49,243.80
Sales Tax:(8.00%)	3,819.50
Total Amount:	53,063.30
Balance:	53,063.30

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STATE OF SOUTH CAROLINA
B&CB, DIV. OF PROCUREMENT SERVICES, ITMO
1201 MAIN STREET, SUITE 430
COLUMBIA SC 29201

Intent to Award
Posting Date:October 15, 2010

Solicitation: **5400002114**
Description: **In-Car/In-Bus Digital Recording Systems**
Agency: **Statewide Term Contract**
Budget & Control Board Admin

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective **08:00:00, October 26, 2010.** Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. [Section 11-35-4210]

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing
(a) by email to protest-itmo@itmo.sc.gov ,
(b) by facsimile at 803-737-0102 , or
(c) by post or delivery to 1201 Main Street, Suite 430, Columbia, SC 29201.

Contract Number: 4400002942
Awarded To: **COBAN TECHNOLOGIES INC**
12503 EXCHANGE DRIVE - SUITE 536
SUITE 536
STAFFORD TX 77477

Total Potential Value: **$ 1,500,000.00**
Maximum Contract Period: **October 26, 2010 through October 25, 2015**

Item	Description	Unit Price	Total
00001	TOTAL - COBAN TECHNOLOGIES MODELS	$ 20,225.00	$ 20,225.00
00017	INSTALLATION - COBAN TECHNOLOGIES UNIT	$ 375.00	$ 375.00
00033	MAINTENANCE - COBAN TECHNOLOGIES UNIT	$ 440.00	$ 2,200.00

Attachment: R159891 - Coban (1533 : Coban cameras and accessories for patrol cars)

COBAN

12503 Exchange Dr.,Ste.536
Stafford, Texas 77477
281.277.8288

Solicitation #	Date
5400002114	9/20/2010

State of South Carolina
Invitation to Bid # 5400002114
Procurment Officer: Katherine Krisslnger

SKU#	Coban In-Car Systems - State of South Carolina Contract Pricing	MSRP	Discount	Unit Pricing
SYSED-02	TopCam "EDGE" - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone *GPS* Internal 802.11 a/g/n wireless card (optional WiMax) *Three Year Limited Warranty*	$ 5,650.00	21%	$ 4,449.38
SYSED-01	TopCam EDGE Motorcycle- 3.5" Monitor System Single Camera & Microphone Smart Power Monitoring 32 GB Internal SSD (Solid State Drive) 32 GB Removable SSD (Solid State Drive) Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card(optional WiMax)	$ 5,900.00	21%	$ 4,646.25
SKU#	**Edge Vision - Integrated In-Car Video/ALPR Solution**	**MSRP**	**Discount**	**Unit Pricing**
SYSED-05	TopCam "EDGE" Vision - 5.7" Monitor System Single Camera & Microphone 5.7" Touchscreen Monitor Smart Power Supply 32 GB Internal SSD (Solid State Drive) 40 GB Removable HDD Digital Camera- Front facing only, Color Wireless Transmitter/Receiver Covert Backseat microphone Internal 802.11 a/g/n wireless card (optional WiMax) ALPR -Single Channel Scan Included ALPR Camera with Color Preview Side- Parking Camera Note: Mounting not included.	$ 12,675.00	21%	$ 9,982.56

$ 0.63

SKU#	In-Car MC Configuration & Equipment Options	MSRP	Discount %	SCS Price
SCOPT-01	GPS	$ 250.00	25%	$ 187.50
SCED-013	5.7" Touchscreen monitor	$ 450.00	25%	$ 337.50
SCOPT-02	Laptop/MDC Integration	$ 200.00	25%	$ 150.00
SCOPT-03	Dual Microphone Receiver Module (Receiver Only)	$ 200.00	25%	$ 150.00
SCOPT-04	Crash Sensor	$ 250.00	25%	$ 187.50
SCOPT-05	Gigatek Card Reader	$ 200.00	25%	$ 150.00
SCOPT-07	Video Streaming	$ 260.00	25%	$ 195.00
SCOPT-08	Dual facing camera~ Infrared Camera attached to Main Camera Module	$ 235.00	25%	$ 175.00
SCOPT-09	Detached Wide Angle IR Camera (includes 1 - 12ft extension)	$ 235.00	25%	$ 175.00
SCOPT-10	Radar Integration (Radar type must be confirmed, pd must provide cable and or interface components)	$ 200.00	25%	$ 150.00
SCOPT-14	Wired - Visor Mount Ethernet Port (per vehicle)	$ 70.00	25%	$ 52.50
SCOPT-21	Wireless - Shark Fin 2.4 / 4.9 802.11 A/G Fixed (Per Vehicle)	$ 250.00	25%	$ 187.50
SCOPT-24	Wireless - Motorcycle 2.4GHz antenna	$ 400.00	25%	$ 300.00
SCOPT-32	Noptic Thermal Camera Interface	$ 260.00	25%	$ 195.00
SCOPT-35	EDGE 40GB MHDD to 32GB SSD Upgrade	$ 525.00	25%	$ 393.75
SCOPT-36	EDGE 40GB MHDD to 64GB SSD Upgrade	$ 1,200.00	25%	$ 900.00
SKU#	**Additional / Optional Equipment / Spares**	**MSRP**	**Discount %**	**SCS Price**
SCPKB-031	Edge Transmitter Package includes Transmitter, Lapel Mic, Charger, Antenna, AC/DC Adaptors for charger and Leather Holster.	$ 450.00	25%	$ 337.50
SCPKB-034	Edge Transmitter Antenna	$ 16.00	25%	$ 12.00
SCPKB-013	Lapel Microphone	$ 60.00	25%	$ 45.00
SCPKB-012	Edge Lithium Ion Battery	$ 30.00	25%	$ 22.50
SCPKB-019	Edge - Microphone Pouch	$ 30.00	25%	$ 22.50
SCMH-4018T	40GB Removable HDD	$ 475.00	25%	$ 456.25
SCMH-32SDD	32GB SS Removable SSD	$ 795.00	25%	$ 596.25
SCMH-64SDD	64GB Removable SSD	$ 1,525.00	25%	$ 1,143.75

SCMR-01	Complete Front Facing Camera w/o IR	$ 895.00	25%	$ 671.25
SCMR-14	Motorcycle Camera	$ 335.00	25%	$ 251.25
SKU #	**Hardware**	**MSRP**	**Discount %**	**SCS Price**
	Wireless Hardware and Network Equipment Note: To Be Determined from Site Survey			
WIR-10	Wired - CAT 6 w/ Retractable Housing	$ 660.00	25%	$ 495.00
SCAA-01	10 Microphone Charging Station	$ 660.00	25%	$ 495.00
SCAA-06	Tech Support Kit (minimum 1 SCAA-06 or SCAA -013 required)	$ 260.00	25%	$ 195.00
SCAA-013	Tech Support Kit w/ 5.7" Touchscreen Monitor (minimum 1 SCAA-06 or SCAA -013 required)	$ 660.00	25%	$ 495.00
BMIS-00	Removable Hard Drive - Mobile HDD Up-Load Stand	$ 335.00	25%	$ 251.25
BMIS-07	Removable Hard Drive - Multi Upload Cradle (4 HDD)	$ 1,275.00	25%	$ 956.25
BWKST-01	Standard - Upload Workstation	$ 1,800.00	25%	$ 1,350.00
SKU #	**TopCam Edge Vision - Standard Extended Hardware Warranty - First Year Warranty Included**	**MSRP**	**Discount %**	**SCS Price**
WARR-ALPR2R	TopCam EDGE Vision - Second Year Extended Warranty (recorder only)	$ 675.00	25%	$ 500.00
WARR-ALPR3R	TopCam EDGE Vision - Third Year Extended Warranty (recorder only)	$ 1,000.00	25%	$ 750.00
WARR-ALPR2C	TopCam EDGE Vision - Second Year Extended Warranty (camera only)	$ 675.00	25%	$ 500.00
WARR-ALPR3C	TopCam EDGE Vision - Third Year Extended Warranty (camera only)	$ 1,000.00	25%	$ 750.00

SKU #	**Software**	**MSRP**	**Discount %**	**SCS Price**
WLIC-09	DVMS - Enterprise - Multi-location (Per Year Per Location) includes one (1) Year Maintenance/Support and Upgrades	$ 1,350.00	25%	$ 1,000.00
WLIC-15	DVMS - Tape Library Extended Storage Solution (Includes 1 TSM License)	$ 8,000.00	25%	$ 6,000.00
WLIC - 14	DVMS - Automated DVD Burning Solution Software	$ 4,000.00	25%	$ 2,995.00

SKU #	**Back Office Setup Configuration & Services**	**MSRP**	**Discount %**	**SCS Price**
	All prices are based on one working day and person. An additional charge of $1000.00 per day will need to be added for additional days and if Hardware setup is required			
LSET-01	Workstation Software & Hardware Configuration	$ 325.00	25%	$ 250.00
LSET-02	Stand Alone Server Software & Hardware configuration	$ 3,400.00	25%	$ 2,500.00
LSET-03	Server with Internal RAID Software & Hardware configuration	$ 3,400.00	25%	$ 2,500.00
LSET-04	External RAID Software & Hardware configuration (Required for iSCSI, SAN or DAS storage solutions and in conjunction with LSET-02)	$ 3,400.00	25%	$ 2,500.00
LSET-05	Tape Library Software and Hardware Configuration	$ 4,000.00	25%	$ 3,000.00
LSET-06	Automated DVD Burner Software and Hardware Configuration	$ 675.00	25%	$ 500.00
LSET-10	Wireless Client Configuration (per car)	$ 70.00	25%	$ 50.00
LSRV-04	Wireless Site Survey (per day) ***Equipment to be determined from Site Survey***	$ 3,500.00	25%	$ 2,500.00
LSRVC-03	Project Management Fee / Hr.	$ 200.00	25%	$ 150.00

SKU #	***Installation - All installations are on-site.***	**MSRP**	**Discount %**	**SCS Price**
LINST-01	In-Car Hardware Installation / Car - Coban certified personnel to install equipment on site. Charge includes Travel, Lodging, etc. (minimum of 3 car installation)	$ 500.00	25%	$ 375.00

SKU #	***Training - All training courses to be conducted on site (except online refresh courses)***	**MSRP**	**Discount %**	**SCS Price**
	Training prices are based on one trainer per day. An additional charge of $1000.00 per day will need to be added for additional day.			
LTRN-01	In-Car On-Site Installation Training - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, agency personnel are trained on installation of Coban TopCam Edge In-Car Hardware	$ 2,700.00	25%	$ 2,000.00
LTRN-07	In-Car On-Site Installation Training Certification - Includes Travel (All prices based on 1 day up to 2 cars) Upon completion of training course, trained personnel are certified on Installation of Coban TopCam Edge In-Car Hardware. Course includes follow-up onsite visit by Coban personnel for inspection, validation and Certification of Training for agency personnel.	$ 4,700.00	25%	$ 3,500.00
LTRN-02	On-Site Admin/Officer Training - includes Travel - Train the Trainer (up to 8 attendees per session) Coban personnel conducts onsite session for DVMS instruction.	$ 3,400.00	25%	$ 2,500.00
LTRN-04	Online Web Training (per session) Web training	$ 675.00	25%	$ 500.00

SKU #	***Shipping***	**MSRP**	**Discount %**	**SCS Price**
LSHIP-01	Shipping per unit cost (Edge)	$ 70.00	25%	$ 50.00
LSHIP-03	Shipping per unit cost (ALPR,Server, LTO, Auto-DVD, etc)	TBD	25%	

Warranty, Support, Maintenance

SKU #	Software Maintenance	MSRP	Discount %	SCS Price
WDVMS-LC1	DVMS Maintenance, Support, Upgrades -Year 1 - Discount applies if purchased at time of order	$ 250.00	40%	$ 150.00
WDVMS-LC2	DVMS Maintenance, Support, Upgrades -Year 2 - Discount applies if purchased at time of order	$ 250.00	40%	$ 150.00
WDVMS-LC3	DVMS Maintenance, Support, Upgrades - Year 3 - Discount applies if purchased at time of order	$ 250.00	40%	$ 150.00

SKU #	TopCam Edge - Standard Extended Hardware Warranty - First / Second / Third Year Warranty Included	MSRP	Discount %	SCS Price
WARR-E2	TopCam EDGE - Fourth Year Extended Warranty	$ 550.00	25%	$ 400.00
WARR-E3	TopCam EDGE - Fifth Year Extended Warranty	$ 750.00	25%	$ 550.00

SKU #	TopCam Edge - Extended Camera Warranty	MSRP	Discount %	SCS Price
WARR-CAM	Extended Camera Warranty (annually)	$ 260.00	25%	$ 175.00

SKU #	TopCam Edge - Standard Extended Hardware Warranty - Shipping	MSRP	Discount %	SCS Price
WARR-SHIP	TopCam EDGE - Shipping Included (Annual Per System)	$ 140.00	25%	$ 100.00

SKU #	TopCam Edge Motorcycle Standard Extended Hardware Warranty	MSRP	Discount %	SCS Price
WARR-EM23	TopCam EDGE Motorcycle - Second/Third Year Extended Warranty	$ 1,200.00	25%	$ 850.00
WARR-EM2	TopCam EDGE Motorcycle - Second Year Extended Warranty	$ 540.00	25%	$ 400.00
WARR-EM3	TopCam EDGE Motorcycle - Third Year Extended Warranty	$ 600.00	25%	$ 450.00

SKU #	Premiere Accidental Coverage - TopCam Edge - Needs to be placed at time of Purchase	MSRP	Discount %	SCS Price
WARR-EP3	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, & 3	$ 725.00	25%	$ 545.00
WARR-EP4	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, & 4	$ 970.00	25%	$ 725.00
WARR-EP5	TopCam EDGE - Premiere Accidental Coverage Years 1, 2, 3, 4 & 5	$ 1,300.00	25%	$ 950.00

SKU #	Service Support Out of Warranty/No Warranty	MSRP	Discount %	SCS Price
LSRV-02	Non Warranty Service Charge/Hour	$ 200.00	25%	$ 150.00

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: September 16, 2014

DEPARTMENT: Purchasing

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Visionair's applications for mobile reporting and dispatching needs

FINANCIAL IMPACT: Police Operations/Computer License 1012403-627510

ORIGINAL BUDGET: 300,000

Request for the purchase of Visionair's applications for mobile reporting and dispatching needs for the new police vehicles as requested by the Police Department.

I ask that you seek Council's approval for this Sole Source purchase from Tritech Software Systems, at the following quantity and cost, plus SC Tax.

Qty	Description	Cost Each	Total Cost
22	VisionMOBILE Driver's License Reader (DLR) Unit Software License	$210.00	$4620.00
22	VisionMOBILE Law Vehicle Workstation Software License	$1368.50	$30,107.00
22	Inform FBR User	$915.00	$20,130.00
1	Remote Software License Increase	$175.00	$175.00
1	VisionMOBILE Driver's License Reader (DLR) Unit Software License 1 yr. Maint.	$1,016.40	$1,016.40
1	VisionMOBILE Law Vehicle Workstation Software License 1 yr. Maint.	$6,623.54	$6,623.54
1	Inform FBR User 1 yr. Maint.	$3,623.40	$3,623.40
		Total:	$66,295.34
		Tax:	$5,303.62
		Grand Total:	**$71,598.96**

Tritech is located at: 5601 Barbados Blvd, Castle Hayne, NC 28429

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations: Sole source procurements. *(Code 1979, § 1-3044; 2009-120, 12-2-09; Ord. No. 2011-103, 1-17-12)*

ATTACHMENTS:

- TriTech R159887 (PDF)
- Tritech Signed Sole Source (PDF)

R159887

TRITECH
SOFTWARE SYSTEMS

Proposal/Sales Quotation

Quotation #Q-00011541 | Quotation Date: 7/14/2014

General & Client Information

System Name: Columbia Police Department - 22 Additional Mobile/DLR Licenses

System Description:

Client Contact: Frieda Bates

Contact Phone: (803) 737-4216

Contact Email: fbates@columbiasc.net

Expiration Date: 10/14/2014

Presented By: Denny Cox

Bill To:
Columbia Police Department
1 Justice Square
Columbia, SC 29202
USA

Ship To:
1 Justice Square
Columbia, SC 29202
USA

Project Products & Services

TriTech Software License Fee(s)

Inform Mobile Software License Fee(s)	Unit Price	Qty	Total Price
VisionMOBILE Driver's License Reader (DLR) Unit Software License	$210.00	22	$4,620.00
VisionMOBILE Law Vehicle Workstation Software License	$1,368.50	22	$30,107.00
Inform Mobile Software License Fee(s) Subtotal:			*$34,727.00*

Inform FBR Software License Fee(s)	Unit Price	Qty	Total Price
Inform FBR User	$915.00	22	$20,130.00
Inform FBR Software License Fee(s) Subtotal:			*$20,130.00*

TriTech Software License Fee(s) Total: ***$54,857.00***

Project Related Fees(s)

Product Name	Unit Price	Qty	Total Price
Remote Software License Increase (Remote)	$175.00	1	$175.00
Project Management	$0.00	1	$0.00
Estimated Travel Expenses (To be billed as incurred)	$0.00	1	$0.00

Project Related Fee(s) Total: ***$175.00***

Attachment: TriTech R159887 (1535 : Visionair?s applications for mobile reporting and dispatching needs)

Project Total: $66,295.34

Estimated Sales Tax: (State: at %)	Taxable sales: $0.00	Subtotal: $66,295.34 Sales Tax Amount: $0.00

Quote Total: $66,295.34

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Annual Maintenance Amount
VisionMOBILE Driver's License Reader (DLR) Unit Software License	24 x 7	$1,016.40
VisionMOBILE Law Vehicle Workstation Software License	24 x 7	$6,623.54
Inform FBR User	8 x 5	$3,623.40

Annual Maintenance Fee(s) (Year 1) Total: $11,263.34

Terms and Conditions

Payment terms are as follows:

100% of total due at time of order.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Quotation Issued by: Denny Cox **Email: denny.cox@tritech.com** **Phone:**	Send Purchase Orders To: **TriTech Software Systems** **9477 Waples Street, Suite 100** **San Diego, CA 92121** **Or Email:** salesadmin@tritech.com **Or Fax:** **(858) 799-7015**
	Remit Payments To: **TriTech Software Systems** **PO Box # 203223** **Dallas, TX 75320-3226**

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# ____________________ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

____

Client Agency/Entity Name

______________________________ ______________________________

Client Authorized Representative **Title**

______________________________ ______________________________

Signature Client Authorized Representative **Date**

Attachment: TriTech R159887 (1535 : Visionair?s applications for mobile reporting and dispatching needs)

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police: Administrative Services Division.
(1)

VisionMOBILE Driver's License Reader (DLR) Unit Software License
(2)

Remote Software License Increase & Project Management Fee's

as a sole source procurement from TRITECH Software Systems Company
(3)

based upon the following justifications: ______
(4)

For more than 16 years the Police Department has used Visionair's applications in patrol vehicles for its mobile reporting and dispatching needs. With the purchase of the additional patrol vehicles the need has come to increase the number of DLR (Driver's License Reader) licenses for use connecting the computers and the driver's license readers to the Visionair applications and supporting software used on a daily bases by the officers working on the streets. We currently use this application and have all supporting interfaces for connectivity already in place. There are no resellers of these licenses so we must make the purchase from the Tritech Software systems company, who bought out Visionair.

This sole source is valid through June 30, 2015 **Amount $** ______

Police Department	Signature of Department Head	9/8/14 Date
	Signature of Purchasing Agent	9/8/14 Date
	N/A Signature of Asst. City Manager	Date
	Teresa Wilson Signature of City Manager	9/8/2014 Date

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

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.

TRITECH
SOFTWARE SYSTEMS

September 8, 2014

Kathy C. Santandreu, Buyer
City of Columbia
Purchasing Division
1136 Washington Street, 4th Floor
Columbia, SC 29201

Dear Ms. Santandreu:

This letter should serve to confirm our discussion this morning concerning the sole-source nature of the software quoted to Columbia Police Department in our Sales Quote #00011541. The software quoted is unique and proprietary to TriTech Software Systems and designed to work seamlessly with existing TriTech software owned by the Columbia Police Department. There are no other vendors capable or authorized to provide this software for use with existing TriTech systems. This is an important distinction since the referenced software is for law enforcement and the design must accommodate high levels of security required by both the State of South Carolina and the Federal Government. Use of any other vendor's software would compromise the secure nature of the software that TriTech supplies.

Please feel free to contact me with any questions you may have.

Sincerely,

B. Edward Bean
Director of Sales, Southeast
TriTech Software Systems
ed.bean@tritech.com
Desk: (910) 602-5207
Cell: (910) 538-9233

cc: D. Cox

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Purchasing**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**GETAC Computers for New Police Vehicles**
FINANCIAL IMPACT:	**Police Operations/Computer Equipment Hardware 1012403- 627500**
ORIGINAL BUDGET:	**$300,000**

Request for the purchase of twenty-two (22) GETAC laptops, twenty-two (22) vehicle docks and port replicators and twenty-two (22) 12-32 VDC chargers for patrol cars as requested by the Police Department.

I ask that you seek Council's approval for this purchase from Synnex, a GSA approved vendor, using GSA # GS-35F-0143R, at the following quantity and cost plus SC sales tax.

Qty. 22 ea. – GETAC laptops		$65,758.00
Qty. 22 ea. – V200 vehicle docks and port replicators		$10,986.80
Qty. 22 ea. – 12-32 VDC vehicle chargers		$2,354.88
	Total	$79,099.68
	Tax	$6,327.97
	Grand Total	$85,427.65

Synnex is located at: 39 Pelham Ridge Dr. Greenville, SC 29615

Sec 2-204. (10) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding when purchasing through cooperative purchasing.

ATTACHMENTS:

- Getac Computers (PDF)

From: Johnny Thomoson
To: Bates, Frieda
Cc: gsa
Subject: City of Columbia GSA quote
Date: Friday, July 18, 2014 2:10:39 PM
Attachments: image010.png
image004.png

R159896

SYNNEX CORPORATION

QUOTE ORDER INFORMATION
As of 7/18/14

Reseller Account	PO/Quote#	Pricing
585260	WQ49019686	Federal Govt SPA(FG)

Bill-to
CITY OF COLUMBIA, S.C
1136 WASHINGTON ST
4TH FLOOR
COLUMBIA, SC 29201
Terms
GSA NET 45(GSA4)
Quote Description

Ship-to
CITY OF COLUMBIA, S.C
1136 WASHINGTON ST
4TH FLOOR
COLUMBIA, SC 29201
Reseller
CITY OF COLUMBIA, S.C
1136 WASHINGTON ST
4TH FLOOR
COLUMBIA, SC 29201

	SKU SYNNEX P/N	Mfg. P/N	UPC#	Description	MSRP	Availability	GSA Price	Qty	Ext. Price
	3517027	VTN117	N/A	GETAC : V200 - 12.1in Multi-Touch, Backlit Mechanical Keyboard, GPS, Inte I5-3320M 2.6GHz, 4GB DDR3, 500GB, Mechanical Backlight Keyboard, 802.11N, BT, 2M WebCam, X-Strap, PCMCIA Type II+Express Card 54/34, 9 Cell, GPS, Low Temp -20C, IP65, WIN7, GSA/TAA	$4,298.00	Vendor Drop Ship	$2,989.00	22	$65,758.00
	2897406	V2-VEHDOCK	N/A	GETAC : Vehicle Dock & Port Replicator (Precision Mount Technology)	$629.99	Vendor Drop Ship	$499.40	22	$10,986.80
	3533960	V-LND1232	N/A	GETAC : 12-32VDC vehicle adapter/charger	$149.99	Vendor Drop Ship	$107.04	22	$2,354.88
	3438471	V-3520M	N/A	GETAC : CPU UPGRADE - FROM I5-3320M TO I7-3520M	$199.00	Vendor Drop Ship	$0.00	22	$0.00
	3816954	GS202D02	N/A	GETAC : Self Maintenance Program - SSD (per unit / 150 units) Level I self maintenance includes door/hatch/dust cover	$40.00	Vendor Drop Ship	$0.00	22	$0.00

				replacement, computer handle, and AC adapter, Solid State Drive, Optical drive, keyboard, memory replacement.					

Fuel Surcharge: $0.00
TOTAL: $79,099.68

+8% tax
$6,327.97
$85,427.65

This is an event you don't want to miss, so REGISTER NOW to attend! You are welcome to register a guest as well.

Date: August 12
Time: 6PM-9PM
Place: National Postal Museum
2 Massachusetts Ave. NW
Washington, DC 20001

The National Postal Museum is located at the Union Station Metro stop.

SYNNEX
GOVSolv

Johnny Thompson
exp:11/28/2014
Federal and GSA BD / GSA Sales
2703333
SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615

GSA Schedule
#GS-35F-0143R

Contract # **GS-35F-0143R** GSA Schedule

Cage Code 3F1Q4 Duns# 112375758 Fein#94-

ICPT DOE BOA SNL-10102 NCEMSC 2011-02
Synnex SIC Code: 5045 Synnex PSC/FSC Code: 7030
Synnex NAICS Codes: 334111, 423430

Direct: 864.349.4403 **Toll-Free:** 1.800.456.4822, ext. 494403
Fax: 864.289.4511 PFax: 510-360-6682 Government Programs: 1-877-230-5680

E-Mail: johnnyt@synnex.com or gsa@synnex.com

GovSolv Site: http://www.synnex.com/govsolv/
URL: http://www.synnex.com/government
GSA Price File: http://www.synnex.com/govsolv/solutions/contracts/pricing.html

Attachment: Getac Computers (1532 : GETAC Computers for New Police Vehicles)

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Mythics, Inc**

FINANCIAL IMPACT: **Information Technology/Maintenance and Service Contract**

1011120-638200

ORIGINAL BUDGET: **$ 152,000**

Request for the renewal of the annual Oracle Maintenance Support as requested by Information Technology

I ask that you seek Council's approval for this purchase from Mythics, using South Carolina State Contract # 4400004941, at the following quantity and cost

Qty. 1 lot - Annual Oracle Maintenance Support $103,953.17

Mythics is located at:
1439 N. Great Neck Road. Suite 201, Virginia Beach, VA 23454

This will be charged as follows:

Information Technology/Maintenance and Service Contract
1011120-638200 $103,953.17

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

ATTACHMENTS:

- Oracle - State Contract (PDF)

Contract Name: **Oracle Software** Solicitation Number: **5400003569** Contract Period: **02/04/2013 to 02/03/2018** **Terms and Conditions**	**ITMO Procurement Manager:** **Debbie Lemmon** **803-896-5236** **dlemmon@itmo.sc.gov** Last Updated: 10/07/2013

Effective September 1, 2013, any Purchase Order addressed to the SAM will not be processed.

Please adjust your Purchase Orders and business forms/processes accordingly.

Click here for instructions how to place orders for Oracle software

For questions regarding your Oracle Agreement, or the options that may be available to you, please contact Peter Scura at Mythics, Inc or Eric Seifert at Mythics, Inc directly.

Mythics, Inc
Peter M. Scura
State & Local Regional Account Manager
Mythics Inc.
1439 N. Great Neck RD. Suite 201 Virginia Beach, VA 23454
757.493.3006 (0)
757.274.7169 (M)
757.412.1060 (F)
Pscura@mythics.com

Eric Seifert
Strategic Programs, S&L Government
Mythics Inc.
1439 N. Great Neck Road
Virginia Beach, VA 23454
757-493-3016 (O)
757-374-0856 (M)
757-412-1060 (F)
Eseifert@mythics.com

Daniel Wasson
Support Sales Rep III
Mythics, Inc.
1439 N. Great Neck Road
Virginia Beach, VA. 23454
757-493-3015 (O)
757-274-9978 (M)
757-412-1060 (F)
dwasson@mythics.com

Tara Smyth
Education Account Specialist
Mythics, Inc.
1439 N. Great Neck Rd.

Virginia Beach, VA 23454
757-452-4736 (office)
703-217-8218 (mobile)
757-965-9486 (fax)
tsmyth@mythics.com

Contract #: 4400006276
FEIN:

Contract Pricing
Contract Award – Details discount

How to Place Purchase Orders for Oracle software

To place purchase orders for your Oracle software needs, please use the following four steps:

Step 1
Visit the State's Procurement website for pricing. If you need assistance, contact Mythics for a quote (if needed).

Step 2
Complete your Purchase Order—ensuring that the PO is addressed to Mythics, Inc.

ALL USERS

1. You MUST make sure that your PO matches the Quote 100%.
2. The amount of taxes on your PO should match what is referenced on the quote. Electronic Delivered items are Tax Exempt.
3. Electronic Delivery items should include a note that states "Electronic Delivery Only". This is a requirement on all orders that include downloaded software – NOT MEDIA.
4. Include your Quote Number on all PO's you send.
5. Include a "Ship to" address even if nothing ships with the order.

If you fail to follow these instructions Purchase Orders will be returned for correction or the tax indicated on the PO will be applied to the order and any request for reimbursement of paid taxes will need to be handled through the Department of Revenue.

Step 3
Email the purchase order to Mythics:

Email the PO to: **pscura@mythics.com**.

Important: Any purchase orders addressed to NewVenue Technologies will not be processed.

Step 4

Software will be provided and invoiced to agencies directly from Mythics.

Please provide the contact information for your primary licensing contact on each Purchase Order.
Please choose the individual to whom the Oracle Licensing Confirmations should be sent. This simple procedure should allow you to fully catalog your Oracle licenses and may simplify tracking of lost or missing orders.

*The Primary Licensing Contact Information requested is as follows:

Primary Contact Person
Primary Contact Person E-mail Address
Primary Contact Person Phone Number

*The primary licensing contact should be a single point of contact per department or agency.

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Parking Management System Software and Custom Configured Handheld Enforcement Units**

FINANCIAL IMPACT: **Parking Improvement Project Control/Meter, Parts and Supplies**

5329999 - 625600

On-Street Credit Card Meters/ Meter, Parts and Supplies

PG001116 - 625600

ORIGINAL BUDGET: **$100,000**

Request for the sole source purchase of Parking Management System software and custom configured handheld enforcement units as requested by the Parking Operations Division.

The Parking Management System software and custom configured handheld enforcement units are capable of writing parking citations and having them entered into the system database in real time utilizing a cloud based system; maintaining a database by vehicle and owner; providing a mechanism for on-line payments which is PCI-DSS compliant; providing the capability of billing garage customers; able to handle payments on site for special events; compatible with all major pay by phone companies; and capable of providing hardware for ticket writing and event management.

What makes this a sole source procurement is that the University of South Carolina selected T2 Systems for its enforcement and collections needs, which are nearly identical to the needs of the City. The City and USC plan to jointly run events in several areas and having the same software and hardware makes this practical.

I ask for the approval of this sole source purchase from T2 Systems Inc. in the amount of $106,537.04

T2 Systems is located at: 8900 Keystone Crossing, Indianapolis, IN

Sec. 2-204. - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations: Sole source procurements. *(Code 1979, § 1-3044; 2009-120, 12-2-09; Ord. No. 2011-103, 1-17-12)*

ATTACHMENTS:

- T2 Systems, Inc Sole Source Form (PDF)

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Parking Operations Division,
(1)
Parking Management System software and custom configured handheld enforcement
(2)
units capable of writing parking citations and having them entered into the system database in real time utilizing a cloud based system; maintaining a database by vehicle and owner; providing a mechanism for on-line payments which is PCI-DSS compliant; providing the capability of billing garage customers; be able to handle payments on site for special events; be compatible with all major pay by phone companies; and be capable of providing hardware for ticket writing and event management.

as a sole source procurement from T2 Systems, Inc. in the amount of $106,537.04
(3)
based upon the following justifications: The University of South Carolina selected T2 Systems for its enforcement and collections needs, which are nearly identical to the needs of the City. The City and USC plan to jointly run events in several areas and having the same software and hardware makes this practical. USC's Department of Vehicle Management & Parking Services (VMPS) researched available systems and found the product offered by T2 was the only system which met these requirements. As the City and USC continue to expand joint programs, it is vitally important that we have compatibility with software previously selected and properly procured by USC. The City IT Department has evaluated the software and hardware and supports this cloud-based software solution.
(4)
____(
Use back if more space is needed)

Parking Services Department

[signature]	Signature of Department Head	Date 7/21/14
[signature]	Signature of Purchasing Agent	Date 8/12/14
[signature]	Signature of Asst. City Manager	Date 8/14/14
[signature]	Signature of City Manager	Date 8/14/2014

Notes: (1) Enter Division Name
(2) Enter description of goods or services to be procured
(3) Enter name of sole source contractor
(4) Enter the basis of sole source procurement
Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file. (Rev. 11/2012)

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Bill Print Services**

FINANCIAL IMPACT: **5511407-638300**
5511407-631100
1014401-636000
5313101-621000
5311411-637000

ORIGINAL BUDGET: **$781,132.80**

I respectfully request that you seek Council's approval to continue the contract for Bill Print Services as requested by the Water Customer Services Department with Laser Print Plus. The term of the original agreement was for one (1) year, with the option to renew for up to four (4) additional years. We are seeking Council's approval to renew this contract for the final year under the renewal option.

I ask that you seek Council's approval for this purchase from Laser Print Plus at the following quantity and cost:

12 months - Bill Print Services per
RFP 0001-09-10 $781,132.80

Laser Print Plus is located in Columbia, S.C.

This will be charged as follows:

Electronic Archiving and Billing Services	5511407-638300	$	34,290.00
Water Billing & Collection	5511407-638300	$	713,310.00
Notice Processing	5511407-631100		
Solid Waste Bill Processing	1014401-636000	$	11,167.20
Parking Bill Processing	5313101-621000	$	3,045.60

Parking Summons Processing Total	5313101-631100 5311411-637000	$	19,320.00
TOTAL FOR PROPOSED SERVICES		**$**	**781,132.80**

ATTACHMENTS:

- Request for Approval (PDF)

We Are Columbia

MEMORANDUM

To: Teresa B. Wilson, City Manager

From: Avril L. McQuilla, Senior Buyer alm

Date: September 5, 2014

Re: Request for Council Approval

I respectfully request that you seek Council's approval to continue the contract for Bill Print Services as requested by the Water Customer Services Department with Laser Print Plus. The term of the original agreement was for one (1) year, with the option to renew for up to four (4) additional years. We are seeking Council's approval to renew this contract for the final year under the renewal option.

I ask that you seek Council's approval for this purchase from Laser Print Plus at the following quantity and cost:

12 months – Bill Print Services per
RFP 0001-09-10 $781,132.80

Laser Print Plus is located in Columbia, S.C.

This will be charged as follows:

Electronic Archiving and Billing Services	5511407-638300	$	34,290.00
Water Billing & Collection Notice Processing	5511407-638300 5511407-631100	$	713,310.00
Solid Waste Bill Processing	1014401-636000	$	11,167.20
Parking Bill Processing	5313101-621000 5313101-631100	$	3,045.60
Parking Summons Processing Total	5311411-637000	$	19,320.00
TOTAL FOR PROPOSED SERVICES		**$**	**781,132.80**

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Purchasing**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Contract Renewal, RFP 0002-10-11, Pollock Copier Contract**
FINANCIAL IMPACT:	**Copying/Xerox Copy and Supply**
	6208951 - 627200
ORIGINAL BUDGET:	**$210,600**

I ask that you seek Council Approval for the contract renewal of the Pollock Copier Contract for FY 2014-2015 as requested by the Support Services Department at the following quantities and cost plus sales tax.

This is the 1st of two (2) additional 1 (one) year options.

Citywide Copier Contract		$195,000.00
	Tax	$15,600.00
	Total	$210,600.00

Pollock is located at: 112 Corporate Blvd, West Columbia, SC 29169

ATTACHMENTS:

- 2014-2015 Contract Renewal (PDF)

September 5, 2014

Mr. Tate Salley
Pollock Company
112 Corporate Blvd.
West Columbia, SC 29169

Re: Contract Extension, RFP 0002-10-11, Copier Contract

Dear Ms. Salley,

The current awarded period on above referenced contract has expired based on the original term of 36 months with two (2) additional annual options to extend through June 30, 2016. I am inquiring to see if you would be interested in extending the contract, noted above, for the 1st of two (2) additional 1 (one) year options.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the contract for the 1st optional year, ending June 30, 2015, at the current rate of $210,600 per year (including tax) and at the same terms and conditions.

I will need this signed letter returned by fax or e-mail not later than the September 8, 2014. The original can be mailed to my attention and address below.

Looking forward to your response.

Kathy

We Are Columbia

Kathy C. Santandreu, Buyer
Purchasing Division
1136 Washington Street, Columbia, SC 29201
Phone: 803-545-3473 Fax: 803-733-8408
Email: kcsantandreu@columbiasc.net
www.columbiasc.net

I want to extend the current contract **(RFP 0002-10-11)**, for the 1st optional year, ending on June 30, 2015 at the current rate per year and the same terms and conditions.

✓ Yes ____No

9-8-14 TATE SALLEY

Signature/Date Printed Name of Signer

Comments: ______________________________

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Purchasing**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Fencing Materials and Netting Replacement**
FINANCIAL IMPACT:	**4039999-658660**
ORIGINAL BUDGET:	**$83,662.00**
CLEAN WATER 2020?:	**No**

One (1) bid was received for the purchase of Fencing Materials and Netting Replacement at the James Clyburn Golf Center. The request was made by Parks and Recreation.

I respectfully request Council's approval for this purchase from the sole bidder meeting specification, Net Connections, LLC. at the following cost. Net Connections issued a credit for the installation, fencing and netting pricing below includes S.C. sales tax.

	Unit Price	Tax
Lot 1/ Fencing (Materials)	$48,725.04	$4,236.96
Lot 2/ Netting	$18,231.64	$1,585.36
Installation (Netting Only)	$11,685.00	$ 802.00 (Credit)
Total		$ 83,662.00

Net Connection, LLC. is located in Birmingham, AL 35210

This will be charged as follows:

General Capital Projects- Professional Services Capital Projects

4039999-658660 $83,662.00

ATTACHMENTS:

- Fencing & Netting Approval Package (PDF)

We Are Columbia

MEMORANDUM

To: Ms. Teresa B. Wilson, City Manager

From: Avril L. McQuilla, Senior Buyer alm

Date: September 5, 2014

Re: Request for Council Approval

One (1) bid was received for the purchase of Fencing Materials and Netting Replacement at the James Clyburn Golf Center. The request was made by Parks and Recreation.

I respectfully request Council's approval for this purchase from the sole bidder meeting specification, Net Connections, LLC. at the following cost. Net Connections issued a credit for the installation, fencing and netting pricing below includes S.C. sales tax.

	Unit Price	Tax
Lot 1/ Fencing (Materials)	$48,725.04	$4,236.96
Lot 2/ Netting	$18,231.64	$1,585.36
Installation (Netting Only)	$11,685.00	$ 802.00 (Credit)
Total		$ 83,662.00

Net Connection, LLC. is located in Birmingham, AL 35210

This will be charged as follows:

General Capital Projects- Professional Services Capital Projects

4039999-658660 $83,662.00

We Are Columbia

Intent to Award

Posting Date: 09/08/2014

Bid/RFP/RFQ Number: Bid No. 004-14-15
Description: Fencing & Netting Replacement Rebid
City Website Advertisement Date: 07/14/2014
SCBO Advertisement Date: 07/17/2014
End Date for Intent: 09/18/2014

The City of Columbia intends to award solicitation(s) noted below. Unless otherwise suspended, cancelled, or denied by City Council, this document becomes the final Statement of Award effective **September 17, 2014**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the City of Columbia. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within 5 days, but in no circumstances after 10 days of the date this notification of intent to award was posted in accordance with **Appendix G** that can be reviewed at: http://www.columbiasc.net/downloads/Protest_Procedure.doc. A protest shall be in writing, shall set for the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the purchasing division at purchasing@columbiasc.net no later than 8:30 am on September 15, 2014.

AWARDED TO THE FOLLOWING:

Net Connection, LLC.
2637 Queenstown Rd. Suite A
Birmingham, AL 35210

$83,662.00

Revised Bid Tabulation Report

004-14-15: Fencing & Netting Replacement Rebid

Wednesday, September 10, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B002027 - Net Connection, LLC					
1	33000	FENCING MATERIALS	1.00	84,464.00	84,464.00
		Total Net Connection, LLC			**84,464.00**

2637 Queenstown Rd
Birmingham, AL 35210-

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
Certified Local Vendor: N

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

User: Avril L. Allen-Johnson
Report: Revised Bid Tabulation
Page: 1
Time: 11:30 A.M.
Date: 09/10/2014

McQuilla, Avril

From: Bob Watson <BWatson@netconninc.com>
Sent: Thursday, September 04, 2014 4:56 PM
To: McQuilla, Avril
Subject: FW: Revised Netting Replacemnet Quote
Attachments: Columbia SC 1st tee all prop 140805.doc

Avril,

Below is the messages I sent Chris explaining the reduction in price for the netting because the city will dispose of the old netting and removed materials. Please let me know if you need anything else.

Regards,
Bob Watson, Managing Member
Net Connection, LLC
Sport & Golf Netting
2637 Queenstown Road
Birmingham, AL 35210
Toll Free 877-818-0871
Local 205-838-2995
Fax 205-838-2997
www.netconninc.com

From: Bob Watson
Sent: Thursday, September 04, 2014 3:11 PM
To: ckcampbell@columbiasc.net
Cc: Mike Monroe
Subject: FW: Revised Netting Replacemnet Quote

Chris,

Below is an email I sent you on 8/5/14. It included a revised proposal for the netting installation that reduced the cost by $802.00 for the city taking care of disposal of the old netting.

The original cost for the netting, snaps, freight, installation and disposal was $31,502.00. The revised price is $30,700.00.

Please let me know you received this message and approve of its content.

Regards,
Bob Watson, Managing Member
Net Connection, LLC
Sport & Golf Netting
2637 Queenstown Road
Birmingham, AL 35210
Toll Free 877-818-0871
Local 205-838-2995
Fax 205-838-2997

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Ford F-250**

FINANCIAL IMPACT: **Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital**

5516203 - 658500
$51,658.00

ORIGINAL BUDGET: **$56,000**

CLEAN WATER 2020?: **No**

Request for the purchase of two (2) Ford F250 Trucks with a Flip Lid Body as requested by Water Distribution.

I respectfully request City Council's approval for this purchase using the SC State Contract #4400007268 and SC#4400005785 vendors, Dick Smith Ford and Lee Transport Equipment Inc., at the following quantity and cost plus S.C. sales tax.

Dick Smith Ford is located in Columbia, SC

Qty	Description	Unit Price	Extended Amount	Request Total
2	Ford F-250 Truck w/ Flip Lid	$25,529.00	$ 51,058.00	
2	Sales Tax	$ 300.00	$ 600.00	
				$51,658.00

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

ATTACHMENTS:

- State Contract (PDF)
- r160535 (PDF)

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Custom Quotation For:

City of Columbia

Personal Contact: Edgar Heustess

Quote # GS-08182014-E
Date: 8/18/2014
Phone # 803-545-3805
Fax#

	PRICING:
(South Carolina State Contract for Service Bodies # 4400005785)	
Furnish and install per State Contract Specifications Knapheide model 696J.	$ 3,778.00
Add options for:	
Flip lid body in lieu of standard.	
Class 5 receiver hitch and 7-way plug.	$ 325.00
4-way LED strobe light system.	$ 625.00
Master locking system.	$ 332.00
Kevlar spray in liner installed in cargo area.	$ 575.00
Super Springs for heavy applications.	$ 415.00
FMVSS approved safety kit (fire ext., first aid kit and triangle kit).	$ 85.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Price good for 30 days. Tax not Inc.	$ -

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: F-250 C/A 56"CA Paint: White

Other Data:

Price:	$ 6,135.00
Special Discount:	$ -
Net Price:	$ 6,135.00
Local Option Tax:	$ -
State Sales Tax:	
Total Price:	$ 6,135.00

Tax Exempt No | Terms: | Delivery Date:

Accepted By | Date:

Lee Transport Equipment, Inc.

By: Greg L Stowers

Attachment: State Contract (1530 : Ford F-250 with a Flip Lid Body)

History

USER ID					WHEN IN	NAME	WHEN OUT	
SLGRAY					08/14/14 14:23:49	Samual Gray	08/15/14 10:51:45	wavDiv
JAJOHNSO					08/15/14 10:57:33	James Johnson	08/18/14 07:24:54	wavDiv
JDJACO					08/18/14 07:30:08	Joey Jaco	08/18/14 11:44:41	wBudgl
JDKNOCHE					08/18/14 11:50:14	David Knoche	08/18/14 13:29:55	wFleet
EAHEUSTE					08/18/14 13:38:21	Edgar Heustess		
JDKNOCHE					Future Task Item	To Be Assigned		
TBA					Future Task Item	To Be Assigned		wFixed
TBA					Future Task Item	To Be Assigned		wCity M
TBA					Future Task Item	To Be Assigned		wPurch
TBA					Future Task Item	To Be Assigned		wCity C
TBA					Future Task Item	To Be Assigned		wBuyer

Summary

```
Purchase Request# = R160535
PR Total$         = $56,000.00
Requested By      = Theresa Fiedor
Request Date      = 8/14/2014
Entry Date        = 8/14/2014
Vendor            = TBD-VENDOR TO BE DETERMINED BY PURCHASING
```

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	2.00	$28,000.00	$56,000.00	GL	5516203	658500	

Item Description

3/4 TON F250 UTILITY BODY TRUCK
WITH A/C, TOOL BOX, AUTOMATIC
TRANSMISSION TO REPLACE METER SERVICE TRUCKS(THIS
AMOUNT INCLUDES TAX,
ANNUAL ORDER, BUDGETED
AMOUNT)TRUCKS - FIRE TRUCKS

PR Notes

AS REQUESTED BY JAMES JOHNSON 53877

Print After Notes

T FIEDOR 53886

Attachment: State Contract (1530 : Ford F-250 with a Flip Lid Body)

R160535

Allen Register, Procurement Manager
E-Mail: aregister@mmo.sc.gov
Telephone: (803) 737-3410

Materials Management Office
1201 Main St – Ste 600
Columbia, SC 29201

TRUCK, CAB/CHASSIS, 8,600 GVWR (MIN), FLEX FUEL ENGINE

Contract No: 4400007268

Current Contract Term: 11/01/13 - 10/31/15

Model: Ford F-250

Commodity Code: 0705110100

Contractor: Dick Smith Ford, Inc.
2800 Two Notch Road
Columbia, SC 29204

Contact Person: Adam Gaffney

E-Mail: adamgaffney@DickSmith.com

Telephone: (803) 309-0052

Fax: (803) 376-6237

Base Price: $ 18,974.00

Delivery: 75 Days ARO

****

ADDS:

Posi-Traction or limited Slip Rear Axle or locking differential	$ 343
Diesel Engine 6.7L CID	$ 6,669
Mirrors, Manual, Extending, Trailer Towing (Min. 9.50" x 6.75")	$ 125
Body Install Coordination Fee*	$ 275
Operator's Manual	STD
Shop Manual **(for all components - CD or DVD Preferred)**	$ 145
Tow Package	$ 20
Operator Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD
Repair Technician Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD

*The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor(s) for truck bodies.

DEDUCTS:

Step Entry / Egress – standard state spec.	$ 235
Auxiliary Power Connection (standard state spec.)	$ 100

Click link below for an itemized listing of items included in the "Base Price":

TRUCK, CAB/CHASSIS, 8,600 GVWR (MIN), FLEX FUEL ENGINE

Ext-White
int-Grey

Back to "Cab/Chassis Index"

8-18-14
ZH

B - 18,974.00
A - 420.00
B - 6135.00
TAX - 300.00
25,829
x 2

2 @ → Total 51658.00

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
General Services Department
Fleet Services Division

INTEROFFICE MEMORANDUM

TO: LAWANA ROBINSON -BUYER

FROM: EDGAR HEUSTESS, FLEET SERVICES SUPERINTENDENT

SUBJECT: R160535

DATE: 9/05/2014

I approve the purchase of the following vehicles that are being purchased using the State Contract vendors. Thank you for your help with this purchase.

Edgar Heustess

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Ford CMax Hybrids**

FINANCIAL IMPACT: **Utilities Water Maintenance Customer Service- Auto, Trucks, Heavy Equipment Capital**

5516202 - 658500 $ 94,600.00

ORIGINAL BUDGET: **$98,000**

CLEAN WATER 2020?: **No**

Request for the purchase of four (4) Ford CMax hybrid vehicles as requested by Water Distribution.

I respectfully request City Council's approval for this purchase using the SC State Contract #4400007287 vendor, Vic Bailey Ford, at the following quantity and cost plus S.C. sales tax.

Qty	Description	Unit Price	Extended Amount	Request Total
4	Ford CMax Hybrids	$23,350.00	$93,400.00	
4	Sales Tax	$300.00	$1,200.00	
				$94,600.00

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

ATTACHMENTS:

- R160536 (PDF)

Stacy Adams, Procurement Manager
E-Mail: SAdams@mmo.sc.gov
Telephone: (803) 737-4375

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

Section: V
Page: 2
Date: 11/01/13

SEDAN, COMPACT, 4 DOOR, HYBRID

Contract No: 4400007287

Current Contract Term: 11/01/2013 – 10/31/2014

Model: Ford CMax

Commodity Code: 07104

Contractor: Vic Bailey Ford
PO Box 3568
Spartanburg, SC 29304

Contact Person: David Vetter

E-Mail: dvetter@vicbaileyauto.com

Telephone: (800) 922 - 1365

Fax: (864) 594 - 6802

Delivery: 75 Days ARO

Base Price:	**$ 23,350**

****

ADDS:

NONE

DEDUCTS:

Delete Cold Area Package	Factory Standard
Auxiliary Power Connection (standard state spec.)	$ 48.00
Auxiliary Power Outlet (standard state spec.)	Factory Standard

****

Click link below for an itemized listing of items included in the "Base Price":

SEDAN, COMPACT, 4 DOOR, HYBRID

Link Back to "Sedan Index"

Base - $ 23,350.0
TAX 300.0
$ 23,650.0
x 4
4 @ → $ 94,600.00

Ex - White
int - Grey

EZf
8-18-14

History

User ID					When In	Name	When Out	
SLGRAY	✓				08/14/14 14:33:46	Samual Gray	08/15/14 10:54:32	wavDiv
JAJOHNSO	✓				08/15/14 11:00:25	James Johnson	08/18/14 07:27:01	wavDiv
JDJACO	✓				08/18/14 07:37:01	Joey Jaco	08/18/14 11:45:18	wBudgl
JDKNOCHE					08/18/14 11:54:52	David Knoche	08/18/14 13:30:16	wFleet
EAHEUSTE	✓	✗			08/18/14 13:39:57	Edgar Heustess		
JDKNOCHE					Future Task Item	To Be Assigned		
TBA					Future Task Item	To Be Assigned		wFixed
TBA					Future Task Item	To Be Assigned		wCity N
TBA					Future Task Item	To Be Assigned		wPurch
TBA					Future Task Item	To Be Assigned		wCity C
TBA					Future Task Item	To Be Assigned		wBuyer

Summary

```
Purchase Request# = R160536
PR Total$         = $98,000.00
Requested By      = Theresa Fiedor
Request Date      = 8/14/2014
Entry Date        = 8/14/2014
Vendor            = TBD-VENDOR TO BE DETERMINED BY PURCHASING
```

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	4.00	$24,500.00	$98,000.00	GL	5516202	658500	

Item Description

FORD C-MAX COMPACT HYBRID VEHICLES WITH A/C AND AUTOMATIC TRANSMISSION TO REPLACE HIGH MILEAGE CUSTOMER SERVICE VEHICLES, AUTOMOBILES, SCHOOL BUSES, SUV

PR Notes

AS REQUESTED BY JAMES JOHNSON 53877

Print After Notes

T FIEDOR 53886

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Tandem Dump Truck**

FINANCIAL IMPACT: **Utilities Water Distribution & Maintenance- Autos, Truck, Heavy Equip. Capital**

5516205- 658500 **$ 137,771.00**

ORIGINAL BUDGET: **$140,000.00**

CLEAN WATER 2020?: **No**

Request for the purchase of one (1) Tandem Dump Truck with a Steerable Drop Axle vehicles as requested by Water Distribution.

I respectfully request Council's approval for this purchase from Shealy's Truck Center Inc. using the Optional Future Ordering Agreement. This agreement was signed in Bid#006-14-15. Shealy's Truck Center Inc. was not the low bidder, but next lowest LBE vendor. The following is the quantity and cost plus S.C. sales tax.

Qty	Description	Unit Price	Extended Amount	Request Total
1	Tandem Dump Truck	$137,471.00	$ 137,471.00	
1	Sales Tax	$ 300.00	$ 300.00	
				$137,771.00

Shealy's Truck Center Inc. is located in Columbia, SC 29201

ATTACHMENTS:

- R160635 (PDF)

Robinson, Lawana C

From: David Shealy <David@ShealyTruck.com>
Sent: Tuesday, September 02, 2014 10:50 AM
To: Robinson, Lawana C
Subject: RE: City of Columbia Bid#006-14-15 Optional Ordering Agreement

Yes, I can do this, LaWana.

Thanks, David Shealy (803-467-7605)

From: Robinson, Lawana C [mailto:lcrobinson@columbiasc.net]
Sent: Tuesday, September 02, 2014 9:47 AM
To: David Shealy
Subject: City of Columbia Bid#006-14-15 Optional Ordering Agreement

Good Morning Mr. Shealy,

Please see attached the Optional Future Ordering Agreement that you submitted with Bid#006-14-15. Let me know if you still approve this agreement with the price of $137,441.00. Thank you and I look forward to your response.
Best,

CITY of COLUMBIA, S.C.
JUSTITIA VIRTUTUM REGINA
We Are Columbia

LaWana Robinson-Lee, CPPO, CPPB Buyer
Purchasing Division
1136 Washington Street, Columbia, SC 29201
Phone: 803-545-3469
Fax: 803-733-8408
www.columbiasc.net

Bid No: 006-14-15
Page No: 13

Optional Future Ordering Agreement

The City of Columbia reserves the right to purchase additional quantities of tandem dump truck with a steerable drop axle in the future at the stated bid unit price and in accordance with the governing terms and conditions herein.

By acknowledgement below, any bidder awarded a contract also agrees to honor the per unit bid price(s) submitted below or negotiate lower pricing on any subsequent purchases made by the City of Columbia prior to June 30, 2015. The City of Columbia does not guarantee that any specified items or quantities will be ordered during the term. The City may also elect to bid separately any future requirements for the same item and/or large quantities of items or equipment covered by this contract.

Failure to accept or reject this Optional Future Ordering Agreement will not be a determining factor in making this award.

__X__ Accept(*)   ______Reject

***If you accept Future Ordering terms, please complete Acknowledgement Below.**

****

ACKNOWLEGEMENT

I, C. David Shealy/vice president (name/title), have read and understand the above statement/agreement and agrees to abide by its terms and conditions.

Shealy's Truck Center, Inc.
Company Name

C. David Shealy
Name of Authorized Agent

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
General Services Department
Fleet Services Division

INTEROFFICE MEMORANDUM

TO: LAWANA ROBINSON -BUYER

FROM: EDGAR HEUSTESS, FLEET SERVICES SUPERINTENDENT

SUBJECT: R160635 PER BID #006

DATE: 9/05/2014

Per bid #006-14-15 please use optional future ordering agreement. After reviewing the bids on the Tandem Dump Truck with steerable drop axle we have come to the conclusion that the lowest LBE bid from Carolina International did not meet the bid specification which were ask for. We had ask that the wiring not to be a multiplex system, the truck that was bid has a multiplex system. The second lowest bid from Shealy Truck center does meet the bid specifications we had asked for. Please award Shealy Truck center with this bid. Thank you

Edgar Heustess

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Ford F250 Super Cab 4x4**

FINANCIAL IMPACT: **Utilities Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital**

5516203 - 658500
$286,713.00

ORIGINAL BUDGET: **$288,000**

CLEAN WATER 2020?: **No**

Request for the purchase of nine (9) Ford F250 Super Cab Trucks as requested by Water Distribution.

I respectfully request City Council's approval for this purchase using the SC State Contract #4400007268 and SC#4400005785 vendors, Dick Smith Ford and Lee Transport Equipment Inc., at the following quantity and cost plus S.C. sales tax.

Qty	Description	Unit Price	Extended Amount	Request Total
9	Ford F-250 Super Cab Truck	$31,557.00	$ 284,013.00	
9	Sales Tax	$ 300.00	$ 2,700.00	
				$286,713.00

Dick Smith Ford is located in Columbia, SC

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

ATTACHMENTS:

- R160533-State Contract (PDF)
- R160533 (PDF)

R160533

Allen Register, Procurement Manager
E-Mail: aregister@mmo.sc.gov
Telephone: (803) 737-3410

Materials Management Office
1201 Main St – Ste 600
Columbia, SC 29201

TRUCK, CAB/CHASSIS, 8,600 GVWR (MIN), FLEX FUEL ENGINE

Contract No: 4400007268

Current Contract Term: 11/01/13 - 10/31/15

Model: Ford F-250

Commodity Code: 0705110100

Contractor: Dick Smith Ford, Inc.
2800 Two Notch Road
Columbia, SC 29204

Contact Person: Adam Gaffney

E-Mail: adamgaffney@DickSmith.com

Telephone: (803) 309-0052

Fax: (803) 376-6237

Base Price: $ 18,974.00

Delivery: 75 Days ARO

****

ADDS:

Posi-Traction or limited Slip Rear Axle or locking differential	$ 343
Diesel Engine 6.7L CID	$ 6,669
Mirrors, Manual, Extending, Trailer Towing (Min. 9.50" x 6.75")	$ 125
Body Install Coordination Fee*	~~$ 275~~
Operator's Manual	STD
Shop Manual **(for all components - CD or DVD Preferred)**	$ 145
Tow Package	$ 20
Operator Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD
Repair Technician Training (ref. "Training" in Terms & Conditions – Special (VII.B))	STD

*The Body Installation Fee is a charge based on the dealer arranging for bodies to be installed on this cab & chassis from the State contract vendor(s) for truck bodies.

DEDUCTS:

Step Entry / Egress – standard state spec.	$ 235
Auxiliary Power Connection (standard state spec.)	$ 100

Click link below for an itemized listing of items included in the "Base Price":

B 18,974.00
A 6,448.00
B 6,135.00
TAX 300.00
sub Total 31,857.00
x 9
9 @ → Total 286,713.00

TRUCK, CAB/CHASSIS, 8,600 GVWR (MIN), FLEX FUEL ENGINE

Ext White
int - Grey

Back to "Cab/Chassis Index"

8-19-14
SH

Attachment: R160533-State Contract (1515 : Ford F250 Super Cab 4x4)

8,600 GVWR Cab & Chassis
Option Sheet

Add 4x4	+$3,116.00 *
Add Diesel 6.7L Power Stroke	+$6,669.00
Add Crew Cab	+$3,411.00
Add Super Cab	+$2,792.00 *
Add Tow mirrors	+$ 125.00
Add shift on the fly on dash	+$ 174.00
Add Power window, locks, mirrors and keyless -	+$1,035.00
For Regular Cab only	+$ 866.00
Add Posi Traction rear end	+$ 343.00
Add all terrain tires	+$ 120.00 *
Add Cruise control	+$ 220.00
Add SYNC hands free incl. CD & wheel cont.	+$ 775.00
Add e-brake controller	+$ 240.00
Add PTO provision	+$ 263.00
Add Body Arrangement Fee	+$ 275.00
Add Cloth seat regular cab	+$ 90.00
Add XL Value Cruise & CD Player	+$ 558.00
CNG/LPG Prep package	+$ 300.00
Aluminum Wheels	+$ 582.00
XL décor chrome bumper & center caps	+$ 195.00

R160533

LEE TRANSPORT EQUIPMENT INC.

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Custom Quotation For:

City of Columbia

Personal Contact: Edgar Heustess

Quote # GS-08182014-E
Date: 8/18/2014
Phone # 803-545-3805
Fax#

	PRICING:
(South Carolina State Contract for Service Bodies # 4400005785)	
Furnish and install per State Contract Specifications Knapheide model 696J.	$ 3,778.00
Add options for:	
Flip lid body in lieu of standard.	
Class 5 receiver hitch and 7-way plug.	$ 325.00
4-way LED strobe light system.	$ 625.00
Master locking system.	$ 332.00
Kevlar spray in liner installed in cargo area.	$ 575.00
Super Springs for heavy applications.	$ 415.00
FMVSS approved safety kit (fire ext., first aid kit and triangle kit).	$ 85.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Price good for 30 days. Tax not Inc.	$ -

Insurance: Customers chassis covered with primary coverage insurance while in the care and the custody of L.T.E. Product Liability insurance carried.

Price:	$ 6,135.00
Special Discount:	$ -
Net Price:	$ 6,135.00
Local Option Tax:	$ -
State Sales Tax:	
Total Price:	$ 6,135.00

Chassis: F-250 C/A 56"CA Paint: White

Other Data:

Tax Exempt No Terms: Delivery Date:

Accepted By Date:

Lee Transport Equipment, Inc.
By: Greg L Stowers

Attachment: R160533-State Contract (1515 : Ford F250 Super Cab 4x4)

EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
General Services Department
Fleet Services Division

INTEROFFICE MEMORANDUM

TO: LAWANA ROBINSON -BUYER

FROM: EDGAR HEUSTESS, FLEET SERVICES SUPERINTENDENT

SUBJECT: R160533

DATE: 9/05/2014

I approve the purchase of the following vehicles that are being purchased using the State Contract vendors. Thank you for your help with this purchase.

Edgar Heustess

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Repair Materials for Train One at Metro WWTP**

FINANCIAL IMPACT: **Utilities: Metro WWTP**

5516208 - 623100
$60,013.44

08/19/14 **5516208 · Utilities: Metro WWTP**

ORIGINAL BUDGET: **$60,013.44**

CLEAN WATER 2020?: **No**

Request to purchase repair materials for the Primary Sludge Collectors in Train One as requested by Metro Wastewater Plant.

I ask that you seek Council's approval for awarding this Sole Source purchase to Evoqua Water Technologies LLC.

Quantity	Parts Description	Unit Price/ea	Total Price
128	Flight -Sigma Plus, 3"X8"X238.00", Polyester	$ 235.00	$ 30,080.00
128	Flight -Sigma Plus, 3"X6"X44.00", Fiberglass	$ 90.00	$ 11,520.00
96	Chain:Convyg:ncs720 S;Ploy;6 in P	$ 141.00	$ 13.536.00
6	Chain:Convyg:ncs720 S;Ploy;8 in P	$ 72.00	$ 432.00
	SC Sales Tax		$ 4,445.44
	Total Sales Price		$ 60,013.44

Evoqua Water Technologies LLC is located in Waukesha, WI 53188.

Utilities: Metro WWTP
5516208-623100 $60,013.44

ATTACHMENTS:

- Evoqua Quote (PDF)

- R159726 EVOQUA WATER (PDF)

Send Orders to: Evoqua Water Technologies
Envirex Products
Aqua-Lator Systems & Services
2607 N. Grandview Blvd., Suite 130
Waukesha, WI 53188

Sales Quote

Quote Date	Revision #	Page #
7/10/2013	1	1

Print Date	Orig. Contract
7/10/2014	v02c2485

End-User / Installation Name:

Customer Quote #:

Quotation #: Q1302340

Attention:
PH:
FX:

Bill To:
72488
COLUMBIA, CITY OF [SC]
P.O. BOX 147
COLUMBIA SC 29217

Ship To:
72488-02
COLUMBIA, CITY OF [SC]
METRO WWTP [22723]
1200 SIMON TREE LANE
COLUMBIA SC 29201

Please Direct Questions, Comments or Inquiries to:

Local Representative: HEYWARD INCORPORATED (NC)
Phone: 704/583-2305
Fax: 704/583/2900
Prices are in effect for: 60 days
Stock item lead time contingent upon availability
Freight Terms: FOB FACTORY / LEAST EXPENSIVE FREIGHT ALLOWED

Evoqua Account Manager: Doug Pimlott
Phone: 262-521-8468
Fax: (262) 521-8249
Email: douglas.pimlott@evoqua.com
Payment Terms: N30
Minimum Order Value: $50.00

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
0001	128	303-80278-36 W3T228414	FLIGHT-SIGMA PLUS, 3" X 6" X 238.00", POLYESTER	235.00	EA	30080.00	4-6 Weeks
0002	128	V01-3016-12-1 W3T24104	FLIGHT-SIGMA, 3" X 6" X 44.00", FIBERGLASS	90.00	EA	11520.00	4-6 Weeks
0003	96	303-80178-2 W2T319517	CHAIN;CONVYG;NCS720 S;POLY;6 IN P	141.00	EA	13536.00	4-6 Weeks
0004	6	303-80178-3 W2T309519	CHAIN;CONVYG;NCS720 S;POLY;6 IN P	72.00	EA	432.00	4-6 Weeks
			Total Sales Price:			$55,568.00	

Attachment: Evoqua Quote (1494 : Repair Materials for Metro WWTP)

evoqua
WATER TECHNOLOGIES

To whom it may concern:

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

We are the OEM, and retain all drawings and proprietary rights.

Evoqua is the sole source for trained and certified field service techs for our equipment.

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

Sincerely,

Douglas E Pimlott

Douglas Pimlott

Evoqua Water

2607 N Grandview Blvd. Suite 130

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant, one lot Conveyor Chains as a sole source procurement, from Evoqua Water Technologies, based upon the following justification: Evoqua is the sole source for parts that are compatible with the existing primary basins at the Wastewater Treatment Plant. Evoqua is the sole source for trained and certified field service techs for this equipment.

This sole source is valid through 06/30/2015 Amount $60,013.44

UtE		8.8.14
Department	Signature of Department Head	Date
	Sandra D. Wright	8/8/14
	Signature of Purchasing Agent	Date
		8/11/14
	Signature of Asst. City Manager	Date
	Teresa Wilson	8/14/14
	Signature of City Manager	Date

Distribution: Original attached to requisition (Form PUR 10821) Copy retained in Department's file (Rev. 07/2013)

This agreement may be executed I 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.

08/01/2001

Attachment: R159726 EVOQUA WATER (1494 : Repair Materials for Metro WWTP)

EVOQUA
WATER TECHNOLOGIES

To whom it may concern:

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

We are the OEM, and retain all drawings and proprietary rights.

Evoqua is the sole source for trained and certified field service techs for our equipment.

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

Sincerely,

Douglas E Pimlott

Douglas Pimlott

Evoqua Water

2607 N Grandview Blvd. Suite 130

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272

EVOQUA WATER TECHNOLOGIES

Sales Quote

Send Orders to: Evoqua Water Technologies
Envirex Products
Aqua-Lator Systems & Services
2607 N. Grandview Blvd., Suite 130
Waukesha, WI 53188

Quote Date	Revision #	Page #
7/10/2013	1	1

Print Date	Orig. Contract
7/10/2014	v02c2485

End-User / Installation Name:

Customer Quote #:

Quotation #: Q1302340

Attention:
PH:
FX:

Bill To:
72488
COLUMBIA, CITY OF [SC]
P.O. BOX 147
COLUMBIA SC 29217

Ship To:
72488-02
COLUMBIA, CITY OF [SC]
METRO WWTP [22723]
1200 SIMON TREE LANE
COLUMBIA SC 29201

Please Direct Questions, Comments or Inquiries to:

Local Representative: HEYWARD INCORPORATED (NC)
Phone: 704/583-2305
Fax: 704/583/2900
Prices are in effect for: 60 days
Stock item lead time contingent upon availability
Freight Terms: FOB FACTORY / LEAST EXPENSIVE FREIGHT ALLOWED

Evoqua Account Manager: Doug Pimlott
Phone: 262-521-8468
Fax: (262) 521-8249
Email: douglas.pimlott@evoqua.com
Payment Terms: N30
Minimum Order Value: $50.00

Item #	Quantity	Part #	Part Description	Unit Price	UM	Total Price	Lead Time
0001	128	303-80278-36 W3T228414	FLIGHT-SIGMA PLUS, 3" X 6" X 238.00", POLYESTER	235.00	EA	30080.00	4-6 Weeks
0002	128	V01-3016-12-1 W3T24104	FLIGHT-SIGMA, 3" X 6" X 44.00", FIBERGLASS	90.00	EA	11520.00	4-6 Weeks
0003	96	303-80178-2 W2T319517	CHAIN;CONVYG;NCS720 S;POLY;6 IN P	141.00	EA	13536.00	4-6 Weeks
0004	6	303-80178-3 W2T309519	CHAIN;CONVYG;NCS720 S;POLY;6 IN P	72.00	EA	432.00	4-6 Weeks
			Total Sales Price:			$55,568.00	

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Utilities and Engineering**

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

SUBJECT: **Black & Veatch Corporation On Call Agreement The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required in conjunction with operation of the City's wastewater treatment plant and collection system for pre-treatment support and headworks analysis. Staff has negotiated a not to exceed fee of $75,000.00 with Black & Veatch Corporation, a non-DBE firm headquartered in Overland, KS with an office in Greenville, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (water & sewer).**

PRESENTER: **Joseph D. Jaco**

FINANCIAL IMPACT: **Staff has negotiated a not to exceed fee of $75,000.00 with Black & Veatch Corporation, a non-DBE firm headquartered in Overland, KS with an office in Greenville, SC.**

ORIGINAL BUDGET: **$75,000.00**

ATTACHMENTS:

- B&V.2014.SS718614.GeneralWastewater.Agreement (PDF)
- B&V.2014.SS718614.GeneralWastewater.council.mem (PDF)
- B&V.2014.SS718614.GeneralWastewater.map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this _____ day of _______________, 20_____, by and between the City of Columbia, South Carolina, hereafter referred to as the City and Black & Veatch Corporation, Greenville, South Carolina, hereafter referred to as the Engineer.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Engineer to render certain engineering services required from time to time in conjunction with operation of the City's wastewater treatment plant and collection system for pre-treatment support and headworks analysis; and,

WHEREAS, the Engineer agrees to provide such engineering services.

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

1. From time to time and for various reasons, the City may identify specific engineering projects or tasks for which services from the Engineer may be deemed advantageous.

2. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed engineering services.

a. The Engineer's compensation for all services authorized on an hourly rate basis shall be in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Attachment I. The Engineer must provide any amendments to Attachment I in writing to the City's Director of Utilities and Engineering.

b. Maximum compensation to the Engineer for all services performed under this Agreement shall not exceed Seventy-Five Thousand ($75,000.00) Dollars per fiscal year.

c. The Engineer's compensation for fiscal years 2015 and 2016 shall require a contract amendment as funding becomes available.

3. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment II.

II. <u>Term of Agreement</u>

Unless earlier terminated as provided for herein, this Agreement shall expire on June 30, 2017.

III. <u>Schedule for Completion of Services</u>

Time is of the essence. The Engineer shall complete the specified engineering services within the timeframe(s) to be specified in the approved Work Order Form.

IV. Compensation

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services and identify if the subcontractor is a Minority, Female or Small Business Enterprise.** Each invoice shall bear the signature of the Engineer, 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.

V. Indemnification, Hold Harmless And Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 ($1,000,000.00) Dollars per occurrence and Two Million and no/100 ($2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, Section 11.71, which can be located at www.columbiasc.net.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VI. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

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

VII. Duties Upon Termination

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

IX. Ownership of Project Documents

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

X. Notice

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

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Black & Veatch Corporation, 210 Brookfield Parkway, Suite 150, Greenville, South Carolina 29607.

XI. Miscellaneous

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

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

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

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

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

G. The failure of either the Engineer 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 Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

SIGNATURES APPEAR ON NEXT PAGE

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

BLACK & VEATCH CORPORATION

Julie Buckner
Witness

By: W. D. Weller
Title: Associate Vice President

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: ____________________
Title: City Manager

RECOMMENDED BY: Dana Higgins for Director of Utilities and Engineering

RECOMMENDED BY: ____________________ Assistant City Manager for Operations

APPROVED AS TO FORM
7.14.14
Legal Department, City of Columbia

B&V.2014.SS718614.GeneralWastewater.agr/as

Attachment
Page 1 of 1

Section 6 – Fee Structure

As requested in the RFQ, we are submitting an hourly billing rate schedule for the general categories of staff who will be assigned to the City of Columbia CIP projects. The hourly billing rate schedule presents year 2014 hourly rate ranges, and these ranges are not necessarily reflective of the final personnel to be assigned to the projects.

We have worked with the City of Columbia to execute projects on an hourly billing rate basis and also on a lump sum basis. We are comfortable working with either fee arrangement and have always enjoyed negotiating our fees with a spirit of cooperation and with the overall project budget and goals in mind. Black & Veatch takes pride in its ability to provide an excellent value to its clients.

Black & Veatch takes pride in its ability to provide an excellent value to its clients.

Table 7: Hourly Billing Rates for Personnel

CATEGORY OF PERSONNEL	BILLING RATE / HOUR
Principal in Charge	$200 - $235
Client Director / Project Manager	$195-$215
Engineering Manager	$150 - $175
Process Leader	$$175 - $210
Design Leader	$$140 - $170
Process Technical Advisor	$200 - $240
Design Technical Advisor	$175 - $210
Project Engineer	$120 - $140
Design Engineer	$90 - $120
Engineering Technician/Drafter	$75 -$100
Structural Engineer	$140 - $165
Electrical Engineer	$140 - $165
Architect	$120 - $140
Resident Engineer	$95 - $135
Project Secretary	$60 - $70

ATTACHMENT II

WORK ORDER FORM FOR ENGINEERING SERVICES

Work Order Number: ___________

This Work Order to the Agreement for Engineering Services between the City of Columbia and Black & Veatch Corporation dated ________________ (Agreement) provides for the following civil engineering services:

Scope of Work:

____
____
____
____
____
____
____
____
____
____

Compensation:

The Engineer's compensation for the above described services shall be:

_________ 1. A lump sum fee of ______________________________________.
_________ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Attachment I to the Agreement.
_________ 3. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Attachment I to the Agreement not to exceed a maximum fee of $__________.

Summary of Compensation:

Total of Previous Work Orders:	$________________
This Work Order:	$________________
Total Approved Compensation To Date:	$________________

Approval of Work Order:

CITY OF COLUMBIA	BLACK & VEATCH CORPORATION
By: ______________________________	By: ______________________________
Title: ___________________________	Title: ___________________________

We Are Columbia

Utilities & Engineering Department
Contracts
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator SL

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Black & Veatch Corporation for General Wastewater Engineering.

Date: August 22, 2014

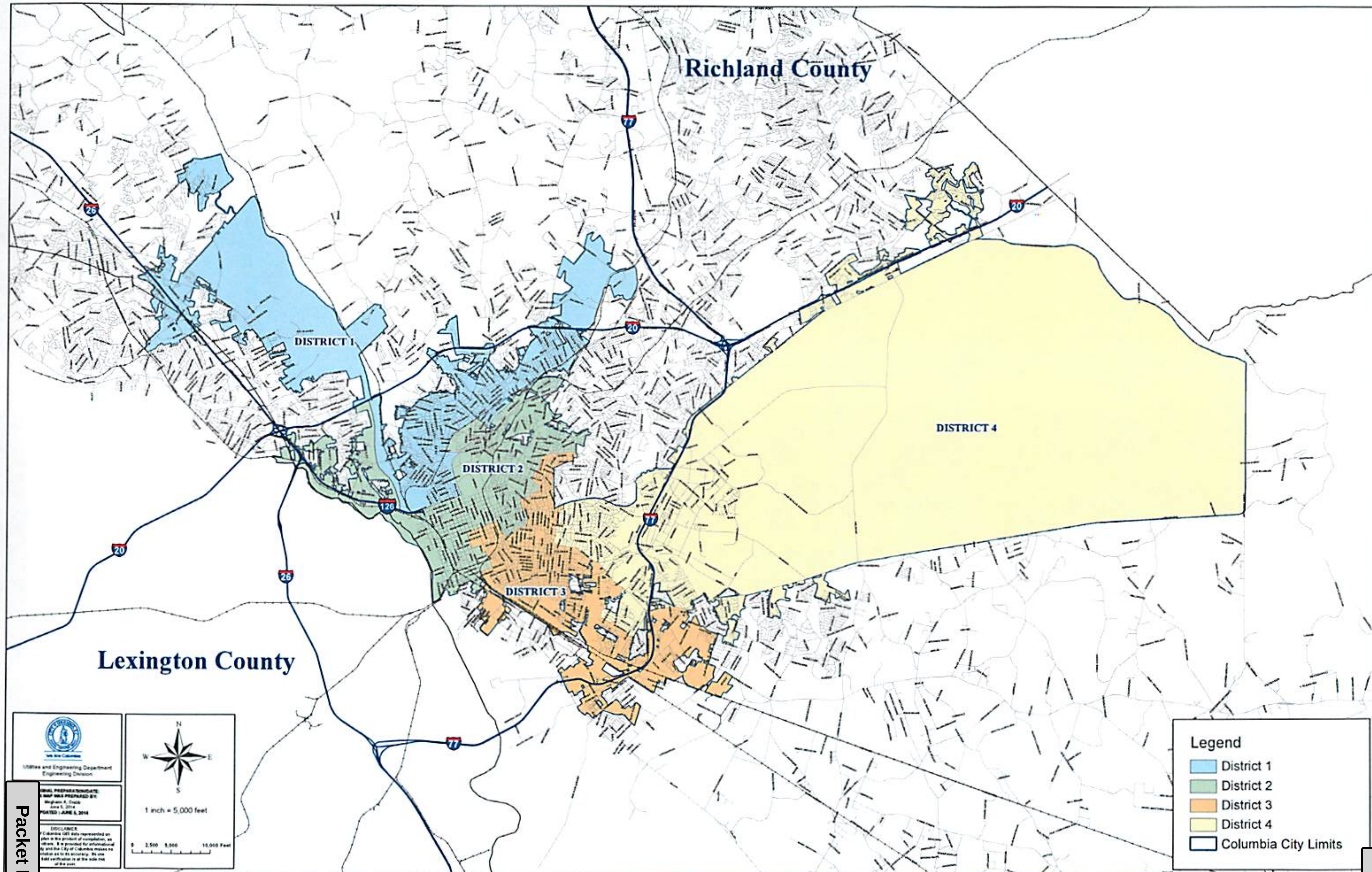
The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required in conjunction with operation of the City's wastewater treatment plant and collection system for pre-treatement support and headworks analysis.

Staff has negotiated a not to exceed fee of $75,000.00 with Black & Veatch Corporation, a non-DBE firm headquartered in Overland, KS with an office in Greenville, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (water & sewer).

The Legal Department has reviewed and approved the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

B&V.2014.SS718614.GeneralWastewater.council.mem.doc/as

CITY OF COLUMBIA COUNCIL DISTRICTS



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Utilities and Engineering**
FROM:	***Joey Jaco, Director of Utilities and Engineering***
SUBJECT:	**On-Call Agreement with ICA Engineering The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required relating to miscellaneous wastewater collection system, wastewater treatment and surveying services. Staff has negotiated a not to exceed fee of $75,000.00 with ICA Engineering, a non-DBE firm headquartered in Brentwood, TN with an office in Columbia, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts.**
PRESENTER:	**Joseph D. Jaco**
FINANCIAL IMPACT:	**Staff has negotiated a not to exceed fee of $75,000.00 with ICA Engineering, a non-DBE firm headquartered in Brentwood, TN with an office in Columbia, SC. The original budget amount is $75,000.00. Funding for the Agreement will come from 5511706-638505 (sewer).**
ORIGINAL BUDGET:	**$75,000.00**
CLEAN WATER 2020?:	**No**

ATTACHMENTS:

- ICA On Call Agreement (PDF)
- ICA.2014.MiscOnCall.SS721715.council.mem.doc (PDF)
- ICA.2014.MiscOnCall.SS721715.Map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this _____ day of _______________, 2014, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and ICA Engineering (hereinafter referred to as the "Engineer"). CIP SS721715.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Engineer to render certain services as may be required from time to time relating to miscellaneous wastewater collection system, wastewater treatment and surveying services as needed,

WHEREAS, the Engineer agrees to provide such engineering services.

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

I. Scope of Services

A. From time to time and for various reasons, the City may identify specific sewer projects or tasks for which services from the Engineer may be deemed advantageous.

B. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed engineering services.

1. Compensation to the Engineer for services authorized on an hourly rate basis shall be in accordance with the Engineer's current Hourly Rate Schedule, which may be amended from time to time. The Engineer's current Hourly Rate Schedule is attached hereto and incorporated herein as Attachment I. The Engineer must provide any amendments to Attachment I in writing to the City's Director of Utilities and Engineering.

2. Maximum compensation to the Engineer for all services performed under this Agreement and pursuant to a properly approved and executed Work Order(s) shall not exceed seventy-five thousand and no/100 ($75,000.00) dollars.

3. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment II.

II. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2015, whichever is earlier.

III. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete the specified services within any timeframe(s) contained in the approved Work Order Form.

IV. Compensation

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services and identify if the subcontractor is a Minority, Female or Small Business Enterprise.** Each invoice shall bear the signature of the Engineer, 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.

V. Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million ($1,000,000.00) Dollars.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement.

VI. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

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

VII. Duties Upon Termination

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

IX. Ownership of Project Documents

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

X. Notice

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

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: M.R. Systems, Inc., 1185 Beaver Ruin Road, Suite A, Norcross, GA 30093.

XI. Miscellaneous

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

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

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

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

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

G. The failure of either the Engineer 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 Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

SIGNATURES APPEAR ON THE NEXT PAGE

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

ICA Engineering

Edward J. Owens J — Witness

By: Randy Bellmann
SC REGIONAL MANAGER

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By:
Title: City Manager

RECOMMENDED BY: ______________________ Director of Utilities and Engineering

RECOMMENDED BY: ______________________ Assistant City Manager for Operations

ICA.2014.MiscOnCall.SS721715.doc/as

APPROVED AS TO FORM
8.18.14
Legal Department, City of Columbia

5

Attachment

CLASSIFICATION		RATE
Principal		$175.00/Hour
Sr. Project Manager		$140.00/Hour
Project Manager/Sr. Registered L.S.		$120.00/Hour
Project Engineer/Licensed Surveyor/Geologist		$105.00/Hour
Engineering Intern/LSIT/Designer		$90.00/Hour
Engineering Technician II		$75.00/Hour
Engineering Technician I		$65.00/Hour
Clerical		$65.00/Hour
Inspector		$75.00/Hour
Lab/Field Technician III		$74.00/Hour
Lab/Field Technician II		$61.00/Hour
Lab/Field Technician I		$48.00/Hour
	GPS/Robotic	Traditional
Survey Crew of 1	$95.00/Hour	N/A
Survey Crew of 2	$134.00/Hour	$125.00/Hour
Survey Crew of 3	$164.00/Hour	$150.00/Hour
Survey Crew of 4	N/A	$194.00/Hour
Overtime Hours will be 1.25 Times Regular Hourly Rate		
Mileage		$0.555/Mile
Meals		$27.00/day/person
Motel		Actual Cost
Travel Time to/from the Project will be charged at the above rates.		
Reproduction		
Plans – Bond Paper		$0.35/Sq. Ft.
Mylars		$3.00/Sq. Ft.
Pages		$0.25/Page
Additional Expenses and Subsistence		Actual Cost

(Quotations older than six months subject to change)

Effective November 2012

Attachment: ICA On Call Agreement (1518 : On-Call Agreement with ICA Engineering)

ATTACHMENT II

WORK ORDER FORM FOR ENGINEERING SERVICES

Work Order Number: __________

This Work Order to the Agreement for Engineering Services between the City of Columbia and ICA Engineering dated ______________ (Agreement) provides for the following civil engineering services:

Scope of Work:

Compensation:

The Engineer's compensation for the above described services shall be:

________ 1. A lump sum fee of ____.
________ 2. On an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Attachment I to the Agreement not to exceed a maximum fee of $____________.

Summary of Compensation:

Total of Previous Work Orders:	$__________
This Work Order:	$__________
Total Approved Compensation To Date:	$__________

Approval of Work Order:

CITY OF COLUMBIA	ICA Engineering
By: ________________________________	By: ________________________________
Title: ______________________________	Title: ______________________________

ICA.2014.MiscOnCall.SS721715.AttachmentII.doc/as

We Are Columbia

Utilities & Engineering Department
Contracts
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator SL

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and ICA Engineering for General Wastewater Engineering.

Date: September 2, 2014

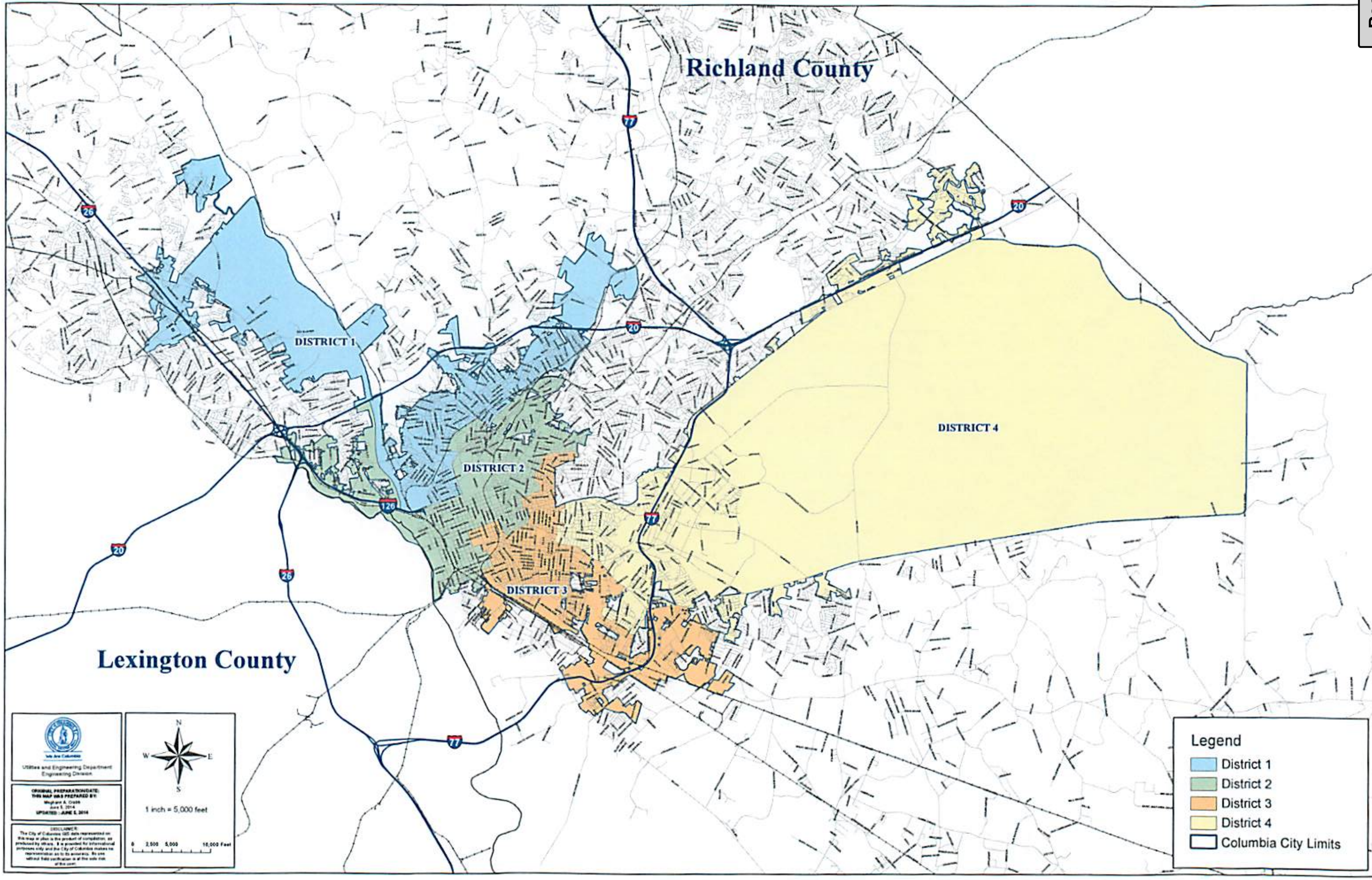
The Department from time to time has a need for general wastewater engineering. The enclosed, subject Agreement provides for engineering services required relating to miscellaneous wastewater collection system, wastewater treatment and surveying services.

Staff has negotiated a not to exceed fee of $75,000.00 with ICA Engineering, a non-DBE firm headquartered in Brentwood, TN with an office in Columbia, SC. The original budget amount is $75,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (sewer).

The Legal Department has reviewed and approved the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

ICA.2014.MiscOnCall.SS721715.council.mem.doc/as

CITY OF COLUMBIA COUNCIL DISTRICTS



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Utilities and Engineering**

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

SUBJECT: **M.R. Systems, Inc. On Call Agreement The Department from time to time has a need for Sanitary Sewer Engineering. The enclosed, subject Agreement provides for general sanitary sewer engineering services for various projects that may arise in the coming year. Staff has negotiated a not to exceed fee of $150,000.00 with M.R. Systems, Inc., a non-DBE firm located in Norcross, Georgia. The original budget amount is $150,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (sewer).**

PRESENTER: **Joseph D. Jaco**

FINANCIAL IMPACT: **Staff has negotiated a not to exceed fee of $150,000.00 with M.R. Systems, Inc., a non-DBE firm located in Norcross, Georgia.**

ORIGINAL BUDGET: **$150,000.00**

ATTACHMENTS:

- MRSystems.2014.MiscSS.Agreement (PDF)
- MRSystems.2014.MiscSS.council.mem (PDF)
- MRSystems.2014.MiscSS.map (PDF)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made this _____ day of _______________, 2014, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" and M.R. Systems, Inc. (hereinafter referred to as the "Engineer"). This is a Non-CIP Project.

WITNESSETH THAT:

WHEREAS, the City desires to engage the Engineer to render certain services as may be required from time to time relating to sanitary sewer activities and,

WHEREAS, the Engineer agrees to provide such engineering services.

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

I. Scope of Services

A. From time to time and for various reasons, the City may identify specific sewer projects or tasks for which services from the Engineer may be deemed advantageous.

B. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed engineering services.

1. Compensation to the Engineer for services authorized on an hourly rate basis shall be in accordance with the Engineer's current Hourly Rate Schedule, which may be amended from time to time. The Engineer's current Hourly Rate Schedule is attached hereto and incorporated herein as Attachment I. The Engineer must provide any amendments to Attachment I in writing to the City's Director of Utilities and Engineering.

2. Maximum compensation to the Engineer for all services performed under this Agreement and pursuant to a properly approved and executed Work Order(s) shall not exceed one-hundred and fifty thousand and no/100 ($150,000.00) dollars per fiscal year.

3. The Engineer's compensation for fiscal years 2015 and 2016 shall require a contract amendment as funding becomes available.

4. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment II.

II. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2017, whichever is earlier.

III. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete the specified services within any timeframe(s) contained in the approved Work Order Form.

IV. Compensation

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services and identify if the subcontractor is a Minority, Female or Small Business Enterprise.** Each invoice shall bear the signature of the Engineer, 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.

V. Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million ($1,000,000.00) Dollars.

B. The Engineer 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 Engineer and any subcontractor of the Engineer commencing any services under this Agreement.

VI. Permits and Licenses

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

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/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 Engineer and pay any costs relating to same.

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

VII. Duties Upon Termination

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

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

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

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 Engineer 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 Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

IX. Ownership of Project Documents

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

X. Notice

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

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: M.R. Systems, Inc., 1185 Beaver Ruin Road, Suite A, Norcross, GA 30093.

TAH

XI. Miscellaneous

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

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

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

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

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.

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

G. The failure of either the Engineer 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 Engineer 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, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

SIGNATURES APPEAR ON THE NEXT PAGE

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

M.R. SYSTEMS, INC.

By: Thomas H Hopkins

SECRETARY & TREASURER

Lisa S. Hopkins
Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: ______________________
Title: City Manager

____
Witness

RECOMMENDED BY: Dana Higgins for Director of Utilities and Engineering

RECOMMENDED BY: ______________________ Assistant City Manager for Operations

MRSystems.2014.MiscSS.agr/as

APPROVED AS TO FORM
8.8.14
Legal Department, City of Columbia

Attachment 1

Advanced Systems. Proven Solutions.

Schedule of Service Labor Rates – 2014

Contract Customers with MR Service & Maintenance Agreements

For customers with MR Service and Maintenance Agreements, service calls are billed at the following discounted rates. The monthly fee for service and maintenance is $250 and includes 2 hours of telephone software support for each month.

Monday thru Friday, 8:00 AM to 6:00 PM EST

Field Service Technician	$98 per hour
Software Project Engineer	$108 per hour
Travel- *See Note 1*	Current IRS Rate
Living Expenses – *See Note 2*	$140 per day
Airfare, if required	Actual Expense plus 10%

Monday thru Friday, 6:00 PM to 8:00 AM EST and Saturday and Sunday All Hours

Field Service Technician	$135 per hour
Software Project Engineer	$145 per hour
Travel – *See Note 1*	Current IRS Rate
Living Expenses- *See Note 2*	$145 per day
Airfare, if required	Actual Expense plus 10%

Holidays, All Hours

Field Service Technician	$135 per hour
Software Project Engineer	$145 per hour
Travel – *See Note 1*	Current IRS Rate
Living Expenses- *See Note 2*	$160 per day
Airfare, if required	Actual Expense plus 10%

Notes:

1. Travel time to and from the jobsite will be billed at the applicable hourly rates. Where possible. MR will combine the service trip with other service work in the area in order to reduce travel costs for each customer.

2. Living expenses will only be charged if an overnight stay is required.

TAH

ATTACHMENT II

WORK ORDER FORM FOR ENGINEERING SERVICES

Work Order Number: __________

This Work Order to the Agreement for Engineering Services between the City of Columbia and M.R. Systems, Incorporated, dated ______________ (Agreement) provides for the following civil engineering services:

Scope of Work:

Compensation:

The Engineer's compensation for the above described services shall be:

________ 1. A lump sum fee of ____.

________ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Attachment I to the Agreement.

________ 3. On an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Attachment I to the Agreement not to exceed a maximum fee of $___________.

Summary of Compensation:

Total of Previous Work Orders:	$__________
This Work Order:	$__________
Total Approved Compensation To Date:	$__________

Approval of Work Order:

CITY OF COLUMBIA	M.R. SYSTEMS, INC.
By: ______________________________	By: ______________________________
Title: ______________________________	Title: ______________________________

MRSystems.2014.MiscSS.AttachmentII.doc/as

TMA

We Are Columbia

Utilities & Engineering Department
Contracts
1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3372 · Fax 803-545-3322

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Shannon S. Lizewski, Contracts Administrator SL

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and M.R. Systems, Inc. for Sanitary Sewer Engineering.

Date: August 22, 2014

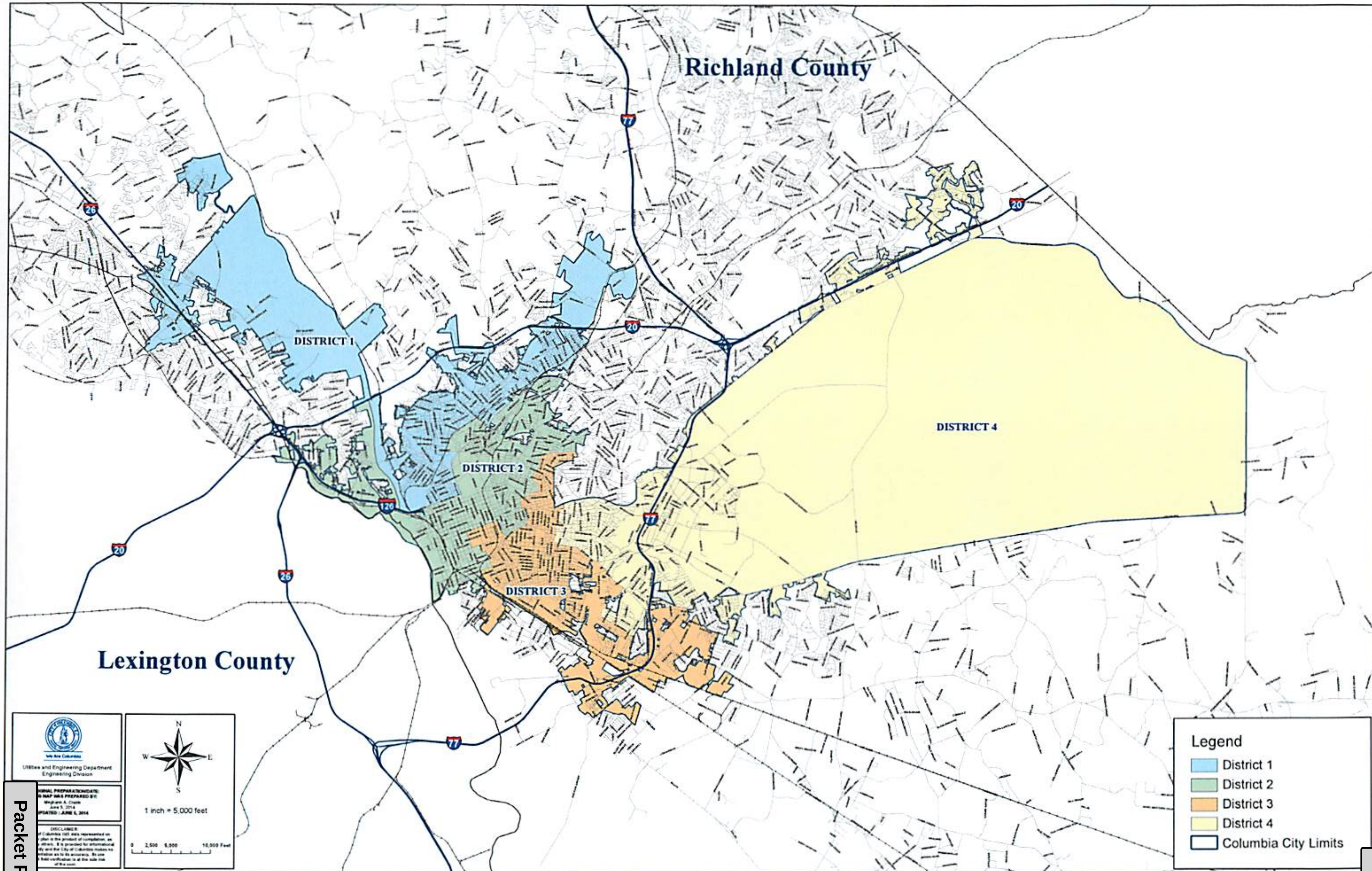
The Department from time to time has a need for Sanitary Sewer Engineering. The enclosed, subject Agreement provides for general sanitary sewer engineering services for various projects that may arise in the coming year.

Staff has negotiated a not to exceed fee of $150,000.00 with M.R. Systems, Inc., a non-DBE firm located in Norcross, Georgia. The original budget amount is $150,000.00. No subconsultants are expected under the Agreement. Services to be performed will impact all four City Council Districts. Funding for the Agreement will come from 5511706-638505 (sewer).

The Legal Department has reviewed and approved the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

MRSystems.2014.MiscSS.council.mem/as

CITY OF COLUMBIA COUNCIL DISTRICTS



CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Purchasing**

FROM: ***Sandra Wright, Purchasing Agent***

SUBJECT: **Repair Materials for the Metro WWTP**

FINANCIAL IMPACT: **Utilities: Metro WWTP**

5516208 - 623100
$284,690.36

09/16/14 **5516208 · Utilities: Metro WWTP**

ORIGINAL BUDGET: **$284,690.36**

CLEAN WATER 2020?: **No**

Request to purchase repair materials to rebuild the return sludge pumps in Train One and Train Two, as requested by Metro Wastewater Plant.

I ask that you seek Council's approval for awarding this Sole Source purchase to Heyward Services Inc.

Quantity	Part Description	Unit Price/ea	Total Price
11	Impeller/Wear Ring Assembly	$11,438.70	$125,825.70
11	Suction Wear Ring	$3,936.00	$43,296.00
11	Shaft	$5,959.80	$65,557.80
11	Slv,shft	$2,612.50	$28,737.50
	SC Sales Tax		$21,073.36
	Freight		$200.00
	Total Sales Price		$284,690.36

Heyward Services Inc. Is located in Charlotte, NC 28273.

Utilities: Metro WWTP
5516208-623100 $284,690.36

ATTACHMENTS:

- R160200 Heyward Quote (PDF)
- R160200 Heyward Services Signed Sole Source Form (PDF)

Joseph McMichael
Phone (803) 545-0214
Fax: (803) 988-8057
jomcmichael@columbiasc.net

Heyward SERVICES

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Metro WWTP 1200 Simmon Tree Lane Columbia SC 29201 USA

Sales Quotation

For SO #: (Morris)
M-24391-97/M91040A
1-05

Information	
Quotation Number	2778
Sales Quote Amt.	263,417.00
Customer Code	C10175
Document Date	08/01/14
Valid Until	09/01/14

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
ECD 12X14-20: BOTH PUMPS BUILT THE SAME BUT WITH DIFFERENT OPERATING POINTS: Train 1 RAS ECD 12X14-20 (M-24391-97) 5000/3220 GPM @ 46/21' @ 880/585 RPM Train 2 RAS ECD 12X14-20 (M-9104A1-05) 3800 GPM @ 30' @ 700 RPM					
Miscellaneous	Impeller/wear ring assembly (SS WR); IMP/WR,LH,4V,CI 12EC,C1/450BHN	13-14 Weeks	11	$ 11,438.7	$ 125,825.70
Z56093G8301002 DOES NOT EXIST. BUILD SIMILAR TO 97868808 FOR A 2E BEARING FRAME & 450BHN RING The part numbers apply to both pumps. The only difference being the impeller trim; M24391-97 TRIM DIA: 17.625" x 16.312" BAL @ 880 RPM M91040A1-5 TRIM DIA: 17.625" x 16.250" BAL @ 700 RPM					
Miscellaneous	Suction wear ring (SS) (056138G3601240) WEAR RING,SUCT,FL,420-450BHN	3-4 Weeks	11	$ 3,936	$ 43,296.00
Miscellaneous	SHAFT,12EC,2E BRG,STL; BUILD SAME AS 056137G4402358	2-3 Weeks	11	$ 5,959.8	$ 65,557.80
97869598	SLV,SHFT,12EC,420SS/450BHN	6-7 Weeks	11	$ 2,612.5	$ 28,737.50

Joseph McMichael
Phone (803) 545-0214
Fax: (803) 988-8057
jomcmichael@columbiasc.net

Heyward SERVICES

Sales Quotation

For SO #: (Morris) M-24391-97/M91040A 1-05

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA

Ship to
Metro WWTP 1200 Simmon Tree Lane Columbia SC 29201 USA

Information	
Quotation Number	2778
Sales Quote Amt.	263,417.00
Customer Code	C10175
Document Date	08/01/14
Valid Until	09/01/14

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
ESTIMATE: Shipping and Handling $200					

Sub Total	$ 263,417.00
Total Amount	$ 263,417.00

– Taxes: All applicable taxes and fees must be added.
Content: Unless specifically listed above, the quotation does not include special crating, shipping, offloading at jobsite, storage, installation, starters, pump or motor auxiliaryaccessories, external wiring, special finishes, field testing, special engineering, special inspection, special certifications, consideration of non-listed specifications or plans, or similar special options, accessories, services or documentation. Submittals, O & M manuals and other documentation media supplied by factory shall be furnished in factory standard design, format, content, and quantities including equipment manufactured by YCC and equipment or accessories manufactured by our sub-vendors. Provision of special documentation, including but not limited to special binders, paper type, dividers, labeling, formatting, electronic media or similar custom work will be evaluated on a case by case basis. Applicable charges shall be payable by the customer at factory cost+30% service charge. Unless noted otherwise, manufacturers of motors and other accessories will be factor choice only, to be determined at time of order processing. All data sent herewith is for preliminary sales purposes only and is not certified.
– Freight Documents: Unless otherwise noted, prices are FOB factory, freight not included. Prices include the provision of factory standard content Submittals and three (3) I,O&M Manuals. Completion of special forms, legalization of documents, special certificates or other special documents or services are not included. Refer to factor for availability and prices of all special documentation requirements.
– Standards: All pump design, testing standards and vibration limits will be in accordance with the applicable portions of the most recent edition of Hydraulic Institute Standards. Noise limits will be in accordance with O.S.H.A. standards. We take exception to all specifications or standards which may differ from our design and testing standards. Please refer to catalog for standard specifications and product information.
Submittals: Estimated to require week(s) after receipt and acceptance of Purchase Order or suitable Letter of Award.
– Ready to Ship: Estimated to require week(s) after receipt and acceptance of Purchase order , order and submittal approval (if required).
– Terms: This quote is subject to our standard terms and conditions. Any deviation to these standard terms and conditions MUST be agreed to and authorized in writing.
– Credit card orders (VISA, Mastercard, and Discover) require this quote be signed, quantities confirm and faxed or e-mailed back to author. Add 3% to all credit card orders.

We appreciate the opportunity to be of assistance. If the above quotation results in an order, please address it to:

Heyward Services
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

If we can be of further assistance, feel free to contact us.

2101-A Cambridge Beltway Dr. - Charlotte, NC 28273 - Phone: 704/583-2305 - Fax: 704/583-2900 - www.heyward.net

Heyward SERVICES

Ertha Bowman
Columbia Metro WWTP
1200 Simmon Tree Lane
Columbia, SC 29217

Dear Ertha:

This is to advise that we, Heyward Services Incorporated, are the authorized Manufacturer's Representative for the Morris Pumps at your WWTP, and are the sole-source for supplying parts for the existing Morris Pump equipment to the City of Columbia.

We offer such services as plant inventory and spare parts recommendations, and consultations by our Sales Engineers for upgrades, conversions, and retrofits.

Anytime you require pricing for Morris Pumps or Morris Pump parts, whether originally furnished under Grundfos, Yeomans, Goulds, or Morris ownership at the time of sale; please call us and we will be happy to handle your requirements.

Should your needs include installation and/or rebuild services, then the Authorized Repair Center is Charles R. Underwood in Sanford, NC.

If you have any questions, or there's anything we can help you with, please let us know.

Very truly yours,

A. Douglas Wilson

cc Kathryn Baker

2101-A Cambridge Beltway Dr. • Charlotte, NC 28273 • Phone: 704/583-2305 • Fax: 704/583-2900 • www.heyward.net

CITY OF COLUMBIA
DEPARTMENT OF UTILITIES
REQUISITION

R160200
Requisition Number

____
Purchase Number

DEPARTMENT: UTILITIES DIVISION: Metro Wastewater Treatment Plant

REQUESTED BY: Joey Jaco, P.E. DATE REQUESTED: 08-04-14

4. ITEM: (List items with different Object Codes on Separate Requisitions)

QUANTITY	DESCRIPTION	AMOUNT
11	Impeller/wear ring assembly(SS WR); IMP/WR,LH,4V,CI 12EC,C1/450 BHN	$135,891.76
11	Suction wear ring (SS) (056138G3601240) WEAR RING,SUCT,FL,420-450BHN	$46,759.68
11	SHAFT,12ECC2E BRG,STL; BUILD SAME AS 056137G4402358	$70,802.42
11	SLV,SHFT, 12EC,420SS/450BHN	$31,036.50
1	FREIGHT	$216.00
		$284,706.36

5. Class Code: 6208 6. Object Code 6231

7. Deliver To: 31 8. Requested Delivery Date: ASAP

9. Heyward Services

Kathryn Baker (704) 583-2305

10. Comments: (i.e., Any previous correspondence with vendors on requested items, etc.)

Department Head Signature Date 8.5.2014

Teresa Wilson
City Manager Signature Date 8/14/2014

Attachment: R160200 Heyward Services Signed Sole Source Form (1510 : Repair Materials for the Metro WWTP)

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant, one lot of Morris Pump parts as a sole source procurement, from Heyward Services, based upon the following justification: Only Morris pump parts are compatible with the existing Morris pumps used by the Wastewater Treatment Plant. Heyward Services is the sole source for supplying parts and pumps for Morris equipment for applications to the City of Columbia.

This sole source is valid through 06/30/15 **Amount $284,706.36**

U&E		8.5.2014
Department	Signature of Department Head	Date
		8/14/14
	Signature of Purchasing Agent	Date
	Jeff Palm	8/7/2014
	Signature of Asst. City Manager	Date
	Teresa Wilson	8/14/2014
	Signature of City Manager	Date

Distribution: Original attached to requisition (Form PUR 108201) Copy retained in Department's file (Rev. 07/2013)

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.

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Purchasing**
FROM:	***Sandra Wright, Purchasing Agent***
SUBJECT:	**Annual Bid for Wet Well Cleaning**
FINANCIAL IMPACT:	**Metro Wastewaster Treatment Plant Maintenance and Service Contracts** **5516208-638200** **$237,405.00** **09/16/14** **5516208 · Utilities: Metro WWTP**
ORIGINAL BUDGET:	**$340,000.00**
CLEAN WATER 2020?:	**No**

Responses to Bid #002-14-15 were received from two (2) vendors for the Wastewater Treatment Plant Annual Bid for Wet Well Cleaning as requested by Metro Wastewater Plant.

We respectfully request City Council's approval to contract for this service from P & S Construction Co. Inc at the following cost. Please, award P & S Construction Co. Inc in the amount of $237,405.00. SC Sales Tax will not apply to this award.

P & S Construction Co, Inc. Is located in Lexington, SC.

This will be charged as follows:
Metro Wastewater Treatment Plant Maintenance and Services Contracts
5516208-638200 $237,405.00

ATTACHMENTS:

- P & S Bid (PDF)
- Bid Tabulation (PDF)
- Wet Well Bid Recommendation 09-03-2014 (PDF)

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT

Date: August 1, 2014	Bids will be opened at 11:00 A.M. on 8/22/14 and may not be withdrawn within 60 days after such date and time.	Bid No: 002-14-15

Bid Title: Wastewater Treatment Plant Annual Bid for Wet Well Cleaning FY 2014-2015	Reason For No Bid:
Vendor Name: P&S CONSTRUCTION CO. INC.	
Vendor Mailing Address: 2111 TWO NOTCH RD.	
City-State-Zip: LEXINGTON SC 29072	
Telephone No: 803-359-9334	
Fax No: 803-359-0628	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Daniel Cook
AUTHORIZED SIGNATURE (MANUAL)

DANIEL COOK, VICE PRESIDENT
AUTHORIZED SIGNATURE/TITLE (TYPED)

DANCOOK@PASCON.NET
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.

2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.

3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.

A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.

E. Invoicing & Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City *Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection.* Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

Bid No: 002-14-15
Page No: 4

PURCHASING DIVISION
1136 WASHINGTON STREET 4TH Floor
COLUMBIA, S.C. 29201

INVITATION FOR BIDS

Sealed bids for a **Wastewater Treatment Plant Annual Bid for Wet Well Cleaning** is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 11:00 (A.M.) August 22, 2014 then publicly opened and read. The commodities and/or services must be furnished as described and specified, delivered to the required destination as stated on page 11 of this solicitation.

Bid No. 002-14-15 By: Kelly L. LeVeck, Buyer
Kelly L. LeVeck

WASTEWATER TREATMENT PLANT ANNUAL WET WELL CLEANING $237,405.00

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS*

Wastewater Treatment Plant Annual Bid for Wet Well Cleaning. Beginning: September 22, 2014 or as soon as approved by City Council. The initial contract term will extend for approximately nine (9) months and terminating: June 30, 2015 with an additional one (1) year renewal option not to exceed June 30, 2016. per the attached specifications terms and conditions and special instructions.

Total Combined Extended Cost for Maintenance $ 237,405.00 *

*Price is to be entered onto Bid Online. **DO NOT** include the sales tax in the price.

Note:

1. **In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail and/or hand deliver pages 1, 4, and 12-18 of bid package as well as all literature and specifications before bid opening. If delivered package must clearly be marked BID #0002-14-15.**
2. **All questions must be submitted to Bid Online by August 12, 2014 at 11:00 A.M.**
3. **All bids (pricing) must be submitted online.**

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

Bid No: 002-14-15
Page No: 12

PRICING SHEET

Item No.	Description	Estimated Quantites	Unit	Unit Cost	Extended Cost
1	Mobilization (Total)	1	EA	$4000.00	$4000.00
2	Broad River Pump Station Cleaning	2	EA	$22,975.00	$45,950.00
3	Mill Creek Pump Station Cleaning	2	EA	$36,985.00	$73,970.00
4	North Columbia Pump Station Cleaning	2	EA	$45,430.00	$90,860.00
5	Green Lakes Pump Station Cleaning	1	EA	$6,500.00	$6,500.00
9	Miscellaneous Confined Space Entry Work	75	HR	$215.00	$16,125.00
	Total Combined Extended Cost for Maintenance:				$237,405.00

Abbreviations

EA - Each
HR - Hour

Bid Tabulation Report
002-14-15: Annual Bid for Wet Well Cleaning
Friday, August 22, 2014

Item #	Product Code	Product Description	Quantity	Unit Price	Extended

Bidder ID: B001993 - P&S Construction Co. Inc.

2111 Two Notch Road
Lexington, SC 29070-

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: Yes
AMENDMENT: Y
Certified Local Vendor: N

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
1	96895	Total Combined Extended Cost for Maintenance	1.00	237,405.00	237,405.00
		Total P&S Construction Co. Inc.			**237,405.00**

Bidder ID: B002035 - porter scientific

,

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
AMENDMENT: Y
Certified Local Vendor: N

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
1	96895	Total Combined Extended Cost for Maintenance	1.00	282,000.00	282,000.00
		Total porter scientific			**282,000.00**

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

CITY OF COLUMBIA
We Are Columbia
Utilities & Engineering – Metro WWTP
1200 Simmon Tree Lane, Columbia, South Carolina 29201
Phone: 803-733-8566 Fax: 803-988-8057

TO: Kelly LeVeck, Buyer, City of Columbia Purchasing Division

FROM: David R. Wiman, Interim Plant Superintendent
Utilities & Engineering – Metro WWTP

DRW

RE: Wet Well Bid Recommendation

DATE: September 3, 2014

Metro WWTP recommends P & S, lowest bid, for bid number 002-14-15.

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Utilities and Engineering**
FROM:	***Joey Jaco, Director of Utilities and Engineering***
SUBJECT:	**WM3059/SS7202 Mountain Drive and Clement Road area Water Main and Sewer Line Replacement**
FINANCIAL IMPACT:	**The purpose of this Capital Project consists of constructing varying lengths of 8” DIP, 6” DIP, 4” DIP and 2” DIP water mains, renewing water and fire services and relocating identified water meters to R/W line.**
ORIGINAL BUDGET:	**$1, 250,000.00**
CLEAN WATER 2020?:	**No**

Bids for this Capital Project were opened publicly at 2:00 p.m., July 17, 2014, in the seventh floor Conference Room, 1136 Washington Street.

The bids were as follows (lowest to highest):

Contractors	Bid Amount
1. LAD Corporation of West Columbia	$1,054,362.00
2. Layne Inliner	$1,100,290.40
3. Carolina Tap and Bore	$1,465,143.00

See attachments for listing of all bidders’ addresses and project site maps.

This Capital Project was in participation with the *Mentor Protégé Program* provisions.

This Capital Project is located in City Council District 1.

The lowest, responsive and responsible bidder is LAD Corporation of West Columbia (Mentor) and Lexington Earthworks (Protégé). The protégé is implementing 20% ($212,316.00) of the contract value.

Recommend the City award this contract to LAD Corporation of West Columbia in the amount of $1,054,362.00. This is originally budgeted in the Capital Improvement Project program, in the amount of $1,250,000.00. It’s funding and supplement source is from 5529999-658650 / WM305901-658650 (Water Capital Improvement Fund).

Upon your approval, please forward for inclusion on the September 16, 2014 Council Agenda Meeting or *sooner if possible*.

ATTACHMENTS:

- WM3059 SS7202 Bidders List (PDF)
- WM3059 SS7202 Aerial Map (PDF)

Bidders Addresses

LAD Corporation of West Columbia
P.O. Box 2634
West Columbia, SC 29171

Layne Inliner
2090 Tucker Industrial Road, Ste A-1
Tucker, Ga 30084

Carolina Tap & Bore, Inc.
2410 Morningside Dr
West Columbia, SC 29169

City of Columbia

MOUNTAIN AND CLEMENT

Monday, September 08, 2(

CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

We Are Columbia

Attachment: WM3059 SS7202 Aerial Map (1539 : WM3059/SS7202)

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-078 Authorizing consumption of beer and wine only at Vista Lights 2014 on Thursday, November 20, 2014**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-078 Vista Lights 2014 (Nov 20) (PDF)

RESOLUTION NO.: R-2014-078

Authorizing consumption of beer and wine only at Vista Lights 2014 on Thursday, November 20, 2014

WHEREAS, the Congaree Vista Guild ("Guild") is sponsoring Vista Lights on Thursday, November 20, 2014 from 5:00 p.m until 9:00 p.m.; and,

WHEREAS, the Guild has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 9:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 6:00 p.m. and 8:30 p.m.; and,

WHEREAS, the Guild has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Congaree Vista Guild" so that the rules may be posted at all entrances into the event area; and,

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

BE IT RESOLVED by the Mayor and Council this __ day of ________, 2014, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 8:30 p.m. on Thursday, November 20, 2014; and,

BE IT FURTHER RESOLVED that the City Manager and Parks and Recreation Director are hereby authorized to sign the attached Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Viva la Vista and that the rules shall be posted at all entrances into the event area; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages ***only***, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the

Last Revised:9/2/2014
14081536

event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Congaree Vista Guild

____
Mayor

Approved by:

____
City Manager

ATTEST:

Approved as to form:

____
City Attorney

____
City Clerk

Introduced:

Final Reading:

Last Revised:9/2/2014
14081536

Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights (R-2014-078)

WHEREAS, Columbia City Council adopted Resolution R-2014-078 on __________, 2014, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 20, 2014 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2014-078, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2011-002 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2014-078; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, *unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.*
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: ______________________________ Date: ______________________________

Jeffrey S. Caton

ITS: Parks and Recreation Director

I hereby approve the foregoing park rules this ____ day of ________________, 2014.

City of Columbia

BY: ______________________________

Teresa B. Wilson

ITS: City Manager

Last Revised:9/2/2014
14081536

1.a

DATE OF REQUEST	August 18, 2014
REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Sarah Lewis, Executive Director, Congaree Vista Guild (803)269-5946 701 Gervais Street, Suite 150-118 Sarah@VistaColumbia.com
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	29th Annual Vista Lights, Holiday Kick-off in the Midlands
DATE(S) OF EVENTS:	Thursday November 20th, 2014, 5-9pm
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	We are requesting permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the11 00 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00p.m. until1 0:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00p.m. and 9:00p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 5:00p.m. and 8:30p.m.
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	We are requesting permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the11 00 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00p.m. until1 0:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00p.m. and 9:00p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 5:00p.m. and 8:30p.m.
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	We are requesting permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the11 00 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00p.m. until1 0:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00p.m. and 9:00p.m., and for patrons to consume beer and wine beverages
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5-9pm
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	Alcohol will be allowed in streets between 6pm-8:30pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution an scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the Ci departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining busines property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organize is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

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

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales c neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewal sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Speci Events and Public Safety.

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

Last revised: 11/01/2013

R-2014-078
140815

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Legal**
FROM:	***Shari Ardis, Legal Administrator***
SUBJECT:	**RESOLUTION NO.: R-2014-082 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 7, 2014**
FINANCIAL IMPACT:	**N/A**

ATTACHMENTS:

- R-2014-082 Arts and Draughts (Nov 7) (PDF)

RESOLUTION NO.: R-2014-082

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 7, 2014

WHEREAS, the Columbia Museum of Art is sponsoring Arts and Draughts in the courtyard/plaza area adjacent to the Museum on Friday, November 7, 2014 from 7:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Friday, November 7, 2014 from 5:00 p.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Friday, November 7, 2014 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages during the event hours on Friday, November 7, 2014 from 7:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this___ day of ___________, 2014, that the sale of beer and wine beverages within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 7:00 p.m. and 9:30 p.m. on Friday, November 7, 2014 ; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the

Last revised: 9/3/2014
14081618

DATE OF REQUEST	8/27/14	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Lillian Greenhalgh Columbia Museum of Art (803) 343-2174 lilly@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser	Arts and Draughts
DATE(S) OF EVENTS:	11/7/14
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1200 and 1300 blocks of Main Street)	Boyd Plaza 1515 Main
STREET(S) TO BE CLOSED (i.e., 1200 and 1300 blocks of Main Street and 1100 and 1200 blocks of Lady Street)	none
HOURS FOR STREET(S) TO BE CLOSED (i.e., 5:00 p.m.m - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP	5-11 pm
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)	7 - 10 pm
HOURS OF SERVICE OF BEER/WINE (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)	7- 9:30 pm

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution ar scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, PC 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the Police Department Special Events offi and to Parks and Recreation if the event is to be held in a City park. Approval from the adjoining business/property owners must be obtained before your request will b submitted to City Council if streets are to be closed off during business hours.

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhoc block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to tl City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. If food is be cooked at the event contact the Assistant Fire Chief Carmen Floyd at (803) 545-3402 or cfdcfloyd@columbiasc.net

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net
Parks and Recreation - Loretta Coleman; 545-3100; lacoleman@columbiasc.net
Police Department Public Safety - Verna York; 545-3391; vbyork@columbiasc.net

R.2014-082
14081618

Last Revised: 11/3/2010

courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Columbia Museum of Art

Mayor

Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk

City Attorney

Introduced:

Final Reading:

Last revised: 9/3/2014
14081618

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-089 Authorizing consumption of beer and wine only at Five Points Association's }erryFest on Sunday, October 5, 2014**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-089 JerryFest (Oct 5) (PDF)

RESOLUTION NO.: R-2014-089

Authorizing consumption of beer and wine only at Five Points Association's JerryFest on Sunday, October 5, 2014

WHEREAS, the Five Points Association is sponsoring JerryFest on Sunday, October 5, 2014; and,

WHEREAS, the Association has requested permission for the temporary closing and use of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street from 2:30 p.m. until 10:00 p.m., for preparation of the area for an outdoor event to be held during the hours of 3:30 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages at the event during the hours of 3:30 p.m. and 9:30 p.m.; and,

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

BE IT RESOLVED by the Mayor and Council this ___ day of __________, 2014, that the sale beer and wine beverages only is authorized between the hours of 3:30 p.m. and 9:30 p.m. on Sunday, October 5, 2014; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skateboards, and horses, except police horses, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles and breakable glasses and/or cups shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, 1998 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, Saluda Avenue between the fountain plaza and Starbuck's building at Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which alcoholic beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in provided by vendors within the areas designated.

BE IT FURTHER RESOLVED that during the designated time the closed portion of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of Saluda Avenue between the fountain plaza and Starbuck's building at the intersection of Greene Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Code Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

The Five Points Association

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

City Clerk

City Attorney

Introduced:
Final Reading:

Last Revised: 9/4/2014
14091646

DATE: September 4, 2014

NAME OF REQUESTOR: Five Points Association/Amy Beth Franks

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser: JerryFest (free, outdoor concert set up like a Five After Five)

DATE(S) OF EVENTS: October 5, 2014

LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1200 and 1300 blocks of Main Street): Saluda Avenue - between the fountain and the building with Starbucks

STREET(S) TO BE CLOSED (i.e., 1200 and 1300 blocks of Main Street and 1100 and 1200 blocks of Lady Street): Saluda Avenue between Starbucks and the fountain, only

HOURS FOR STREET(S) TO BE CLOSED (i.e., 5:00 p.m.m - 12:00 a.m. ALLOW TIME FOR SET UP/CLEAN UP: 2:30 pm - 10:30 pm

HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.): 3:30 pm - ~~10:30~~ pm 10

HOURS OF SERVICE OF BEER/WINE (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.): 3:30 pm - ~~10:00~~ pm 930

Please submit requests by mail, e-mail or fax at least ***sixty (60) days in advance of the event*** to allow for preparation and review of the Resolution ar scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (737-4250) or mail, POB 147, Columbia, SC 29217. draft Resolution will be prepared and forwarded for your review as well as to the Police Department Special Events office and to Parks and Recreation the event is to be held in a City park.

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sale Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made the City Manager.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net
Parks and Recreation - Loretta Coleman; 545-3100; lacoleman@columbiasc.net

Submit by Email

Legal Department SEP 04 2014 RECEIVED

Matter No.: 14091646
Attorney: TDK/SLA
Date In: 9-4-13
File No.: R2014-089
Date Out:

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-092 Authorizing the City Manager to execute an Encroachment Agreement between the City of Columbia and the South Carolina Budget and Control Board for installation and maintenance of a building overhang doors and entrance ways, private sanitary sewer lines, private water/fire service lines and private storm drainage lines over the utility right of way area in the 500 block of Williams Street adjacent to the South Carolina State Museum Planetarium Observatory and Theater located at 514 Williams Street, Richland County TMS #08912-02-02 and 08912-02-03**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-092 SCBCB Museum Planetarium Observatory and Theater Encroachment Agreement (PDF)

RESOLUTION NO.: R-2014-092

Authorizing the City Manager to execute an Encroachment Agreement between the City of Columbia and the South Carolina Budget and Control Board for installation and maintenance of a building overhang, doors and entrance ways, private sanitary sewer lines, private water/fire service lines and private storm drainage lines over the utility right of way area in the 500 block of Williams Street adjacent to the South Carolina State Museum Planetarium Observatory and Theater located at 514 Williams Street, Richland County TMS #08912-02-02 and 08912-02-03

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of ____________, 2014, that the City Manager is hereby authorized to execute the attached Encroachment Agreement, or on a form approved by the City Attorney, between the City of Columbia and the State of South Carolina Budget and Control Board for installation and maintenance of a building overhang, doors and entrance ways, private sanitary sewer lines, private water/fire service lines and private storm drainage lines, as described in the attached Encroachment Agreement and further delineated on the attached easement drawing for Utility Easement and Water Easement for the SC State Museum Planetarium, Observatory and Theater, prepared for City of Columbia, dated September 20, 2012, and also being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #252-09F, over the utility right of way area in the 500 block of Williams Street adjacent to the South Carolina State Museum Planetarium Observatory and Theater located at 514 Williams Street, Richland County TMS #08912-02-02 and 08912-02-03.

Requested by:

Assistant City Manager Gentry

____
MAYOR

Approved by:

____
City Manager

Approved as to form:

____
Assistant City Attorney

ATTEST:

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/11/2014
13020437

STATE OF SOUTH CAROLINA) **ENCROACHMENT AGREEMENT**
COUNTY OF RICHLAND) ALONG RICHLAND COUNTY TMS#08912-02-03 & 02
FOR THE SC STATE MUSEUM PLANETARIUM,
OBSERVATORY AND THEATER; CF#252-09

The **CITY OF COLUMBIA**, hereinafter referred to as "the City" hereby consents for the **STATE OF SOUTH CAROLINA**, hereinafter referred to as "the State", to encroach over and under the City's existing 50' utility easement with a seven (7') foot building overhang, doors and entrance ways, private sanitary sewer lines, private water/fire service lines, and private storm drainage lines ("Encroachments").

RECITALS:

WHEREAS, the State of South Carolina is the owner of a parcel of land formerly known as Williams Street, identified as Richland County Tax Map Number 08912-02-03 and a parcel of land located at 514 Williams Street, Columbia, South Carolina and further identified as Richland County Tax Map Number 08912-02-02 (hereinafter collectively referred to as the "Subject Property"); and,

WHEREAS, (I) the City of Columbia has an existing water and sanitary sewer easement along Richland County TMS#08912-02-03 as reserved in the deed conveying the 1200 and 1300 blocks of Williams Street from the City of Columbia to the State of South Carolina, dated February 5, 1986 and recorded on January 28, 1992 in the office of the Register of Deeds for Richland County in Deed Book D1069, Page 461. (II) The City of Columbia has an existing fifty (50) feet in width utility easement along Richland County TMS#08912-02-03, granted by the State of South Carolina, dated February 12, 2013, and recorded on February 21, 2013 in the office of the Register of Deeds for Richland County in Record Book R1837 at Page 1235. (III) The City of Columbia has existing water lines and water line easements along Richland County TMS#08912-14-01; TMS#08912-02-01, 02 & 03 and as more particularly described in the Deed to Water Lines for the South Carolina State Museum (Formerly Columbia Mills Building), dated March 6, 2013 and recorded October 7, 2013 in the office of the Register of Deeds for Richland County in Record Book 1900 at Page 3078 , also as shown on record drawings for the Columbia Mills Building, in Richland County and the City of Columbia, South Carolina, dated April 12, 1989, last revised September 26, 1989, prepared for the State of South Carolina, prepared by Stevens and Wilkinson, Inc., Jerry L. Suddeth, S.C.P.E. #3317, and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File #141-06. (IV) The City of Columbia has existing sanitary sewer lines and sanitary sewer line easements along Richland County TMS#08912-14-01; TMS#08912-02-01, 02 & 03 and as more particularly described in the Deed to Sanitary Sewer Lines for the South Carolina State Museum (Formerly Columbia Mills Building), dated March 6, 2013 and recorded October 7, 2013 in the office of the Register of Deeds for Richland County in Record Book 1900 at Page 3082 , also as shown on record drawings for the Columbia Mills Building, in Richland County and the City of Columbia, South Carolina, dated April 12, 1989, last revised September 26, 1989, prepared for the State of South Carolina, prepared by Stevens and Wilkinson, Inc., Jerry L. Suddeth, S.C.P.E. #3317, and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File #141-06. The easements described in this paragraph are collectively referred to herein as "the easement" and/or "easement areas"; and,

WHEREAS, reference is made to an easement drawing for Utility Easement and Water Easement for the SC State Museum Planetarium, Observatory and Theater, prepared for City of Columbia, dated September 20, 2012, and being incorporated herein by reference as Exhibit "A". Said drawing also being on file in the office of the Department of Utilities and Engineering, City of Columbia, South

Carolina under file reference #252-09F.

NOW, THEREFORE, in consideration of Five and No/100 Dollars ($5.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the State of South Carolina and City agree as follows:

1. Recitals. The aforesaid Recitals are incorporated in the Agreement and made a part hereof.

2. Right to Place Encroachments Within Easement Areas. The State shall have the right to construct, locate, maintain, repair and replace within the City's easement areas located on the Subject Property, a seven (7') foot building overhang, doors and entrance ways, private sanitary sewer lines, private water/fire service lines, and private storm drainage lines (the "Encroachments"). The Encroachments being more fully shown on the attached Exhibit "A".

If it becomes necessary, in the City's sole discretion, for the City to remove all, or a portion of, the Encroachments from the easement areas for the purposes of the maintenance or repair of any portion of the City's existing utilities, including, but not limited to, water mains, water service lines, sanitary sewer mains, sanitary sewer service lines, storm drainage lines, appurtenances or associated facilities, then the City shall have the right to do so, and shall not be liable to the State for replacement of the Encroachments removed or any costs or damages to the Encroachments resulting from such replacement or removal. Provided, however, that after the City's determination to remove all, or a portion of, the Encroachments from the easement areas, the City shall provide reasonable notice and an opportunity for the State to undertake alternative methods of maintenance or repair of the City's existing utilities, up to and including relocating the City's existing utilities, that would not require the removal of the Encroachments, upon review and approval by the City Engineer, where such review and approval will not be unreasonably withheld or delayed. The cost and expense of any alternative method of maintenance, repair, or relocation of the City's utilities undertaken by the State which exceeds the cost and expense which City would have incurred to maintain or repair the City's existing utilities shall be at the sole expense of the State. Should the State fail to undertake any alternative method of maintenance or repair of the City's existing utilities within sixty (60) days after notice from the City, the City may proceed to remove the Encroachments and the City shall not be liable to the State for replacement of the Encroachments removed or any costs or damages to the Encroachments resulting from such replacement or removal. In the event the Encroachments are removed by the City, the State shall have the right to replace and/or reinstall the Encroachments, and the replaced Encroachments shall be subject to this Encroachment Agreement.

In the case of an emergency, in the City's sole discretion, which, without immediate action, would imperil life and/or property, or subject the City to regulatory penalties, the City may remove all, or a portion of, the Encroachments from the easement areas for the purposes of emergency maintenance or repair of any portion of the City's existing utilities, including, but not limited to, water mains, water service lines, sanitary sewer mains, sanitary sewer service lines, storm drainage lines, appurtenances or associated facilities, and the City shall not be liable to the State for replacement of the Encroachments removed or any costs or damages to the Encroachments resulting from such replacement or removal.

3. Easement Rights. The State agrees that the use of the City's easement areas as herein provided shall in no way affect the validity of the City's easement and shall in no way modify or restrict the use or rights of the City, its successors and/or assigns, in and to the

portion of the easement areas to be used.

4. Damage to City of Columbia Utilities. The State agrees that should the construction, maintenance, operation or existence of the Encroachments as described in this Agreement cause the City, now or in the future, to have to relocate or replace any portion of the City's existing water mains, water service lines, sanitary sewer mains, sanitary sewer service lines, storm drainage lines, appurtenances or associated facilities, then such relocation or replacement shall be at the sole expense of the State. If such relocation or replacement will be for the benefit of the State, not required by the City's needs, and in response to a request by the State, the City may make such relocation or replacement but only at the State's sole expense. The City will be under no obligation to make any such requested relocation or replacement.

5. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver or such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

6. Construction of Building. Prior to commencement of any activity within the easement areas by the State, its agents, servants, lessees, employees and/or independent contractors of the State, a copy of this document will be provided to said party performing any activity in the easement areas with requirements of strict compliance with the terms, obligations, and conditions as set forth herein.

Any soil deposited on the City's easement, including the areas of the Encroachments, will be leveled or removed and the same will be restored to its original or a better condition than existed prior to construction, installation, alteration or maintenance by the State, including but not limited to restoration of the existing grade. No soil shall be permanently removed from the easement areas without prior approval of the City, except for the installation or alteration of the facilities. No permanent stockpiling of materials (including soil) will be permitted in the City's easement areas, including the areas of the Encroachments.

The State agrees that any construction or maintenance in the easement areas as provided for herein will be performed in a good and workmanlike manner and in such a manner so as not to endanger the City's facilities or interfere with the City's operation or maintenance requirements.

7. Construction Notice. The State must provide the City a seventy-two (72) hour notice prior to work in the easement areas and the City's representatives may be present during such work, if the City deems necessary. The State shall contact Palmetto Utility Protection Services (PUPS) for location of existing utilities prior to performing work in the easement areas. However, in the case of an emergency, the State may proceed with work in the City's easement areas upon notifying the City's Water Distribution Division at its 24-hour phone number: (803) 545-3900, the City's Wastewater Maintenance Division at its 24- hour phone number: (803) 545-3910, and the City's Street Division at its 24-hour phone number: (803) 545-3790.

8. Successors and Assigns. This Agreement shall run with the title to the Subject Property and shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, and successors in title.

9. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina Any action concerning this Agreement shall be brought only in the applicable circuit court of South Carolina.

10. Severability and Construction. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable; such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall not be construed more strictly against either party, whether due to any rule of law providing therefore, or otherwise, and it is agreed that this Agreement is the result of mutual negotiation regardless of which party has physically prepared the document.

(SIGNATURE PAGES TO FOLLOW)

The foregoing instrument was executed this ___ day of __________________, 2014

WITNESSES:

STATE OF SOUTH CAROLINA
By: the Budget and Control Board

____
(1st Witness)

By: ___________________________________
(Signature)

____
(2nd Witness)

Name: _________________________________
(Print Name)

Title: __________________________________
(Print Title)

State of South Carolina)
)
County of _____________)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _________________,

2014, by ____ of Columbia, South Carolina
(Name and Title of Officer)

on behalf of the State of South Carolina.

____
Notary Public for South Carolina
My Commission Expires: _______________

The foregoing instrument was executed this ___ day of ___________________, 2014

WITNESSES:

CITY OF COLUMBIA

____
(1st Witness)

By: ___________________________________
(Signature)

____
(2nd Witness)

Name: Teresa B. Wilson

Title: City Manager

State of South Carolina)
)
County of Richland)

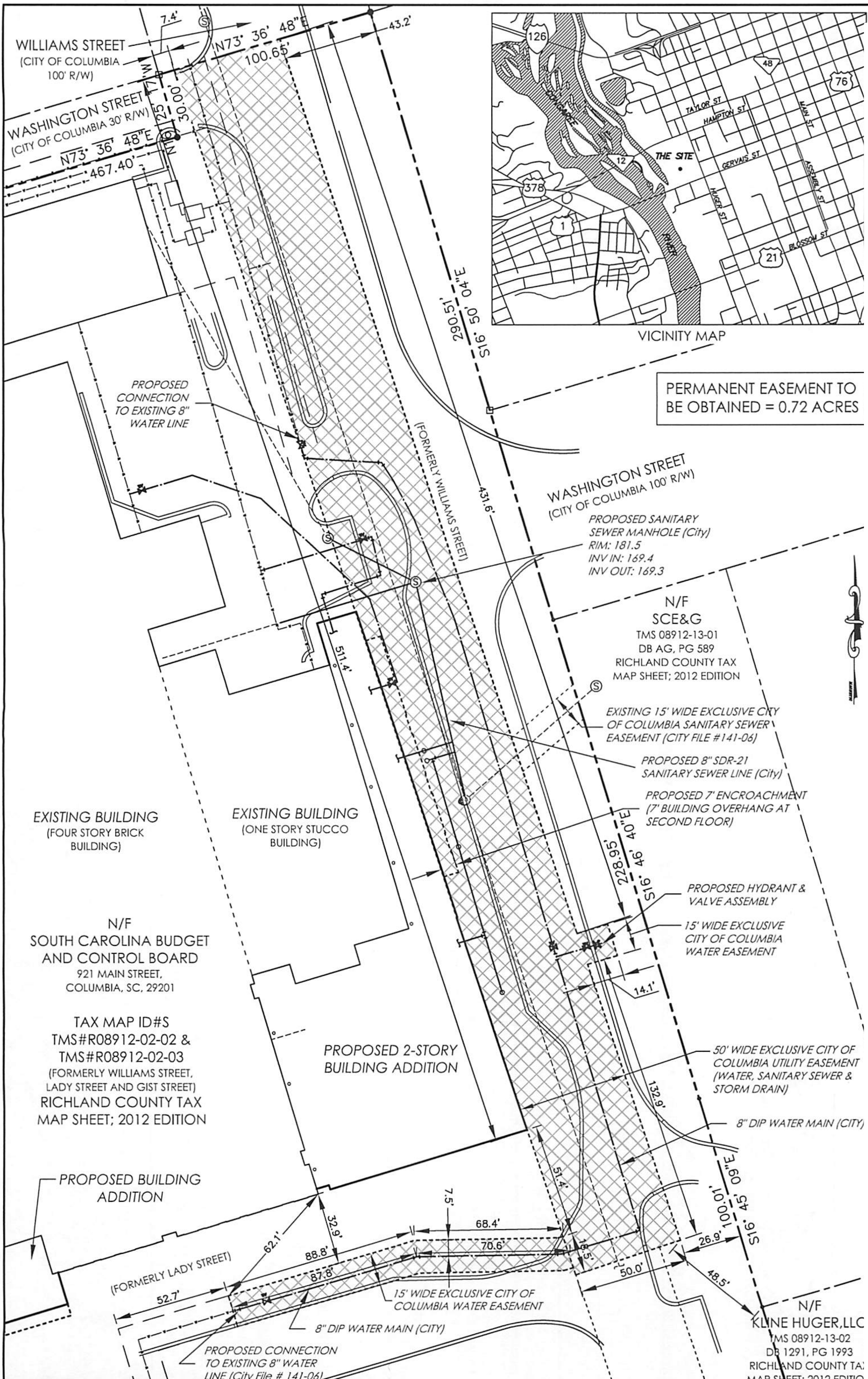
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _________________,

2014, by Teresa B. Wilson, City Manager on behalf of the City of Columbia.

____
Notary Public for South Carolina
My Commission Expires: _______________

EXHIBIT A



CLARK PATTERSON LEE DESIGN PROFESSIONALS 301 E. NINTH STREET, SUITE 180 CHARLOTTE, NORTH CAROLINA 28202 TEL (800) 274-9000 FAX (704) 331-0402 www.clarkpattersonlee.com	DATE: 09/20/12 DRAWN: CL CHECKED: CG SCALE: 1"= 50' CPL PROJ.#: 11626.01	CF#: 252-09F SHEET: 1 OF 1	UTILITY EASEMENT & WATER EASEMENT PLAT SOUTH CAROLINA STATE MUSEUM Planetarium/Observatory/Theater Construction COLUMBIA, SOUTH CAROLINA

Attachment: R-2014-092 SCBCB Museum Planetarium Observatory and Theater Encroachment Agreement (1546 : RESOLUTION NO.: R-2014-092)

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-086 Authorizing the City Manager and Chief of Police to execute a Memorandum of Understanding between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-086 MOU US Marine Corps Force (PDF)

RESOLUTION NO.: R-2014-086

Authorizing the City Manager and Chief of Police to execute a Memorandum of Understanding between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of __________, 2014, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the U.S. Marine Corps Forces, Special Operations Command (MARSCO) and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police ____________________

____
Mayor

Approved by:

____
City Manager

Approved as to form:

Joanne J. Lisowski
Assistant City Attorney

ATTEST:

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/3/2014
14081604

UNITED STATES MARINE CORPS
U.S. MARINE CORPS FORCES
SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE, NORTH CAROLINA 28542-0116

IN REPLY REFER TO:
3307
G-7

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
U.S. MARINE CORPS FORCES, SPECIAL OPERATIONS COMMAND (MARSOC)
AND
COLUMBIA, SC

Subj: MEMORANDUM OF UNDERSTANDING

1. Purpose. The purpose of this memorandum is to memorialize the approval by the municipal leadership of the City of Columbia, SC for MARSOC to conduct training in Columbia, SC starting October 16, 2014. MARSOC requests that the City of Columbia, SC, grant MARSOC the authority to periodically conduct required training within the city. All such training will be coordinated under the guidelines set forth in this agreement. All personnel involved in these exercises will be consenting military personnel, government civilian workers, or contractors; no private citizens will be part of or involved in the training exercises in any manner.

2. Approval. The City of Columbia, SC, hereby agrees to permit members of MARSOC (to include all military, civilian and contractor support personnel) to conduct military training, to include surveillance training, advanced communications training and other required training necessary to develop special operations skills, within the boundaries of the City of Columbia, SC. Training and informal meetings will be restricted specifically to commercial/restaurant and public gathering areas of the above stated city and will not involve direct contact with the local populace. Any training to be conducted on private property in the above mentioned city will be coordinated with and approved by the property owners involved. This approval is subject to the following:

a. This MOU becomes effective upon execution by the City of Columbia and MARSOC and will run for three (3) years from the date of execution of the last signing party unless sooner terminated under the provisions of paragraph 7(b). This MOU recognizes that MARSOC intends to conduct training in Columbia, SC, on multiple occasions over that time period. Prior to conducting any training, MARSOC will provide advance written notice to civilian leadership and law enforcement officials. The notice will include current contact information, training personnel points of contact, type of training to be conducted, areas to be utilized during training and dates of intended usage. The information will be provided in order to give the City of Columbia, SC the maximum possible visibility over training and to provide notice to law enforcement activities of our presence in the area. Every effort will be made by MARSOC to provide written notice at least two weeks in advance of any training in order to allow sufficient time for both parties to mutually resolve any outstanding issues and address any concerns. During the conduct of any training, MARSOC will conduct daily liaison with the designated law enforcement personnel.

b. MARSOC shall not knowingly use any commercial/public gathering areas in any unlawful way.

c. If damage to public property or facilities are incurred as the result of members of MARSOC, claims will be forwarded to the MARSOC Office of the Staff Judge Advocate for review and forwarded to the Camp Lejeune Claims Office. Claims will be processed and adjudicated pursuant to applicable Federal Laws and Regulations. This contact information will be made readily available to the City of Columbia, SC, if needed to make a claim against MARSOC. Currently, the MARSOC SJA office may be reached at (910)440-0925, Bret.white@socom.mil, or at the letterhead address ATTN: MARSOC SJA.

d. Parties to this MOU understand that claims against the government for damage, loss, or injury suffered by any person or entity as a result of MARSOC activities in the City of Columbia, SC, shall be forwarded to the Office of the Staff Judge Advocate for review and forwarded to the Camp Lejeune Claims Office for processing adjudication pursuant to applicable Federal Laws and Regulations. This contact information will be made readily available to any person seeking to make a claim against MARSOC. Currently, the MARSOC SJA office may be reached at (910)440-0925, Bret.white@socom.mil, or at the letterhead address ATTN: MARSOC SJA.

3. For all training exercises, MARSOC, via the officer conducting the exercise (OIC), will ensure that local law enforcement is informed of all areas, times and dates that will

be utilized for training. All activities conducted at these venues will be appropriate for the intended training objective. Additionally, MARSOC instructors will embed a liaison element within the City of Columbia, SC that will notify the requisite elements of the office of any activity within each district. MARSOC evaluators and site controllers will either be on site or in the vicinity of training in order to critique training as well as function as an on-site liaison to ensure training is conducted in accordance with this agreement. In the event a situation presents itself involving local law enforcement, an Exercise Participant Card will be provided that includes contact information of the MARSOC leadership responsible for the training and the MARSOC Public Affairs Office. The City of Columbia, SC will intervene and act as they deem necessary to handle and resolve any situation.

4. Unless otherwise agreed upon in writing, MARSOC training activities in the City of Columbia, SC, will be low-impact and low-visibility. MARSOC activities are not likely to attract undue attention nor should the conduct of activities alert any civilians/members of the establishment who are in the immediate area. In the event that a civilian/non-law enforcement official or uniformed member of local law enforcement approach and begin to question any student about their activities, the student will provide an Exercise Participant Card and Military Identification Card. The student will contact their OIC in any situation where civilians or law enforcement personnel intervene in the training. In this instance, all students will comply with instructions from local law enforcement officials and will immediately inform their OIC.

5. Prior to the start of the exercise, MARSOC members will receive classes and be thoroughly briefed on the safety plan and rules of training. No personal vehicles are authorized for use by the Marines conducting this training. Rental and/or government plated vehicles consisting of compact cars, sedans, mini-vans, and sport utility vehicles will be utilized during this training.

6. MARSOC trainees will not carry firearms, simulated firearms, or pyrotechnic devices during the course of training in the City of Columbia, SC.

7. All MARSOC personnel will be in civilian attire; however, they will be able to produce an Exercise Participant Card and a government identification card at all times. All MARSOC participants and exercise staff will obey all traffic laws and

posted speed limits. At no time will MARSOC personnel engage in any activity that will put themselves or others in danger, and they will obey all orders from civilian law enforcement agencies. The MARSOC exercise staff will provide the City of Columbia, SC a copy of the role-player identification cards and a vehicle identification packet containing all vehicles participating in the exercise. The training exercise will culminate when all exercise participants have departed the City of Columbia, SC area. The MARSOC OIC will notify the City of Columbia, SC upon completion of the exercise. The MARSOC OIC will provide the City of Columbia, SC a signed copy of this document and a copy of the notification for each training event for the record.

8. Modification or Termination

a. Modifications to this MOU must be in writing and signed by authorized representatives of the City of Columbia, SC and MARSOC. The representative for MARSOC can be contacted at Headquarters, G-7 ATTN: Operations, Camp Lejeune, NC 28542 or via phone at (910) 440-0244. The representative for the City of Columbia, SC is Teresa Wilson can be contacted via phone at (803) 545-3075 or (803) 545-3011, or Chief of Police, W.H. Holbrook at chiefholbrook@colubmiasc.net.

b. This MOU shall remain in effect for three (3) years from the date of execution of the last signing party. Both the City of Columbia, SC and MARSOC retain the right to terminate this MOU at any time, with ninety (90) days written notice to the other party, for any reason.

____
JOHN J. FITZGERALD
Deputy Chief of Staff, MARSOC

____
TERESA WILSON
City Manager
1737 Main Street
Columbia, SC 29201

____
W.H. HOLBROOK
Chief of Police, City of Columbia, SC
1 Justice Square
Columbia, SC 29201

APPROVED AS TO FORM
Jeanne Lisowski 9/2/14
Legal Department City of Columbia, SC

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-088 Authorizing the City Manager and Chief of Police to execute an Agreement for the Temporary Transfer of Law Enforcement Officers between Fairfield County and the Fairfield County Sheriffs Office and the City of Columbia and City of Columbia Police Department**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-088 Fairfield County - Temporary Law Enforcement OfficersTransfer (PDF)

RESOLUTION NO.: R-2014-088

Authorizing the City Manager and Chief of Police to execute an Agreement for the Temporary Transfer of Law Enforcement Officers between Fairfield County and the Fairfield County Sheriff's Office and the City of Columbia and City of Columbia Police Department

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of ___________, 2014, that the Mayor, City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Agreement for the Temporary Transfer of Law Enforcement Officers, or on a form to be approved by the City Attorney, between Fairfield County and the Fairfield County Sheriff's Office and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police ____________________

____
Mayor

Approved by:

____
City Manager

Approved as to form:

Janne J. Lisowski
Assistant City Attorney

ATTEST:

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/3/2014
14081502

AGREEMENT FOR THE
TEMPORARY TRANSFER OF LAW
ENFORCEMENT OFFICERS BETWEEN

FAIRFIELD COUNTY SHERIFF'S OFFICE
AND
CITY OF COLUMBIA POLICE DEPARTMENT

THIS AGREEMENT is made and entered into effective the date of the last signature contained herein, between Fairfield County, South Carolina (hereinafter referred to as the "Fairfield County"), Fairfield County Sheriff's Office, City of Columbia, South Carolina (hereinafter referred to as the "City of Columbia" and the City of Columbia Police Department.

RECITALS:

WHEREAS, This agreement is being entered into pursuant to the authority provided in S.C. Code Ann. §23-1-210 (2007) as amended, This agreement is not made pursuant to the Law Enforcement Assistance and Support Act as provided for in S.C. Code Ann. §23-20-10 et.seq, and shall not governed by that Act.

WHEREAS, The purpose of this agreement is to provide for a multijurisdictional task force for the mutual aid and benefit of both jurisdictions participating under this agreement in the suppression and enforcement of criminal drug activity, illegal gang activity and vice related crimes.

WITNESSETH:

NOW, THEREFORE, in consideration of the recitals herein above set forth, as well as the terms, covenants and conditions provided below, Fairfield County, Fairfield County Sheriff's Office, City of Columbia and City of Columbia Police Department agree on the following:

1. It is agreed that the Fairfield County Sheriff's Office and the City of Columbia Police Department shall temporarily assign officer(s) to the Fairfield/Columbia Multi Jurisdictional task Force (herein after "Task Force"). While assigned to the Task Force, the officers so transferred shall be vested with equal authority and jurisdiction as any other regularly commissioned officer in the other agency's jurisdiction:

2. The Task Force shall have the following responsibilities:

   2.1 To disrupt the illicit drug traffic in the State of South Carolina, Fairfield County, City of Columbia and adjacent regions, to include adjoining states;

   2.2 To gather and compile intelligence data relating to trafficking in narcotics and dangerous drugs;

   2.3 To conduct undercover operations when appropriate and engage in other traditional methods of investigation in order to effectively prosecute drug law violations in the courts with appropriate jurisdiction;

2.4 Any officer transferred or assigned to the Task Force shall have all powers and authority of a law enforcement officer employed by the jurisdiction to which the officer is transferred or assigned. With regard to officers from the City of Columbia Police Department, this power includes the ability to enforce all county ordinances in any unincorporated portion of Fairfield County. Likewise, deputies from the Fairfield County Sheriff's Office shall have the power and authority to enforce any City of Columbia ordinances while the officer is located in that County;

2.5 To target and enforce vice related crimes, including but not limited to: gambling, solicitation/prostitution, underage drinking, the unlawful sale of alcohol and food s tamp fraud; and

2.6 To target, investigate, document and enforce criminal gang enterprises.

3. It is agreed the bond for any officer transferred or assigned shall include coverage for his/her activity while transferred or assigned to the task in the same manner and to the same extent proved by bonds or regularly employed officers of the jurisdiction to which the officer has been transferred or assigned.

4. The temporary transfer or assignment of officer(s) pursuant to this agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of the transferred officer(s) and such transferred officer(s) shall continue to be paid by the agency where they are permanently employed.

5. The parties to this agreement hereby expressly agree that reimbursement for services as described in this agreement shall be limited to the reciprocal providing of services of like kind and quantity between the agencies involved. Any other agreement for reimbursement must be made in writing between the agencies and approved by the agency's respective governing bodies.

6. The parties to this agreement acknowledge, understand and agree:

6.1 Fairfield County and City of Columbia are made a party to this agreement for the sole purpose of satisfying the statutory requirements;

6.2 Fairfield County Sheriff's Office and City of Columbia Police Department shall have complete authority and control over the law enforcement activities conducted pursuant to this agreement within their respective jurisdictions. This agreement does not expand the authority of Fairfield County nor City of Columbia with regard to law enforcement activities conducted within their respective jurisdiction. Neither Fairfield County not City of Columbia shall exercise any additional authority or control over Fairfield County deputy sheriffs or City of Columbia officers involved or participating in the law enforcement operations or activities set for in this agreement;

6.3 Each law enforcement officer transferred or assigned under this agreement shall remain and be deemed an employee of their respective agency for all purposes including but not limited to workers compensation claims. Fairfield County nor City of Columbia shall have any duty, liability nor responsibility for the acts or omissions, including alleged constitutional violations of any law enforcement officer transferred or assigned pursuant to this agreement;

6.4 The Fairfield County Sheriff and City of Columbia Chief of Police shall determine the number of officers to be transferred or assigned under this agreement as well as the duration of the transfer or assignment.

7. The approval of this agreement is conditional and subject in all respects to the terms, conditions, limitations and exceptions stated in this agreement. This agreement, consisting of 3 pages, shall constitute the full agreement between the parties and any amendments, alterations or modification hereof shall be in writing and signed by Fairfield County, Fairfield County Sheriff's Office, City of Columbia, and City of Columbia Police Department ;

8. This agreement shall remain in effect until it is rescinded by any party upon written notice to the other parties;

IN WITNESS WHEREOF, the lawful representatives of the parties hereto have set their hands and seals of their respective office and have caused this Agreement to be executed as dated below:

David L. Ferguson, Sr., Council Chair Fairfield County	Teresa Wilson, City Manager City of Columbia
Milton Pope, Administrator Fairfield County	Steve Benjamin, Mayor City of Columbia
Dunstan C. Padgett, Sheriff Fairfield County Sheriff's Office	William Holbrook, Chief of Police City of Columbia Police Department

APPROVED AS TO FORM

8/19/14

Legal Department City of Columbia, SC

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Legal**
FROM:	***Shari Ardis, Legal Administrator***
SUBJECT:	**RESOLUTION NO.: R-2014-087 Authorizing the City Manager and Chief of Police to execute an Accreditation Program for Law Enforcement Accreditation Agreement between The Commission on Accreditation for Law Enforcement Agencies, Inc. and the City of Columbia and City of Columbia Police Department**
FINANCIAL IMPACT:	**N/A**

ATTACHMENTS:

- R-2014-087 Law Enforcement Accrediitation Agreement (PDF)

RESOLUTION NO.: R-2014-087

Authorizing the City Manager and Chief of Police to execute an Accreditation Program for Law Enforcement Accreditation Agreement between The Commission on Accreditation for Law Enforcement Agencies, Inc. and the City of Columbia and City of Columbia Police Department

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of __________, 2014, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Accreditation Program for Law Enforcement Accreditation Agreement, or on a form to be approved by the City Attorney, between the Commission on Accreditation for Law Enforcement Agencies, Inc. and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police ____________________

____
Mayor

Approved by:

____
City Manager

Approved as to form:

Joanne J. Lisowski
Assistant City Attorney

ATTEST:

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/3/2014
14081502

THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Columbia – Columbia Police Department with principal offices at #1 Justice Square, Columbia, South Carolina 29201 telephone number 803-545-3510 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as
"CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.
3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

September 2012

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.
3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."
4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:
(a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
(b) Upon written notice by the Agency that it withdraws from the accreditation process; or
(c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
(d) Upon expiration or revocation of the Agency's accredited status; or
(e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.
4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.
6.1 (a) **Accreditation Payment Option**
Our agency elects Single installment(s) accreditation payment option. The amount of $14775 is herein remitted to CALEA. Purchase Order, Invoice is herein remitted with Agreement.

City of Columbia, SC Police Department

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.
6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of $5000 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, and 25th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.
6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.
7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

City of Columbia, SC Police Department

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright- protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

Witness:

________________________,________________.

By ______________________________ By ______________________________
(signature)

Teresa B. Wilson
(typed name)

City Manager
(title)*

By ______________________________ By ______________________________
(signature)

N/A
(typed name)

N/A
(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on ____________________,20 ________.

Witness: The Commission on Accreditation for Law Enforcement Agencies, Inc.

By ______________________________ By ______________________________
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block

APPROVED AS TO FORM

8/18/14

Legal Department City

Addendum to Agreement

This Agreement is governed by South Carolina law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN RICHLAND COUNTY, SOUTH CAROLINA. The parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

City of Columbia, SC
Columbia Police Department

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE:	**September 16, 2014**
DEPARTMENT:	**Legal**
FROM:	***Shari Ardis, Legal Administrator***
SUBJECT:	**RESOLUTION NO.: R-2014-081 Recognizing the position of City of Columbia Poet Laureate**
FINANCIAL IMPACT:	**N/A**

ATTACHMENTS:

- R-2014-081 Recognizing Poet Laureate (PDF)

RESOLUTION NO.: R-2014-081

Recognizing the City of Columbia Poet Laureate

WHEREAS, poetry tells the history of human feeling and can sustain the emotional memory of a community; and,

WHEREAS, poetry allows us to perceive our experience with greater richness and complexity; and,

WHEREAS, poetry can carry us to the frontiers of linguistic imagination so that we can articulate our vision of the future; and,

WHEREAS, knowledge of poetic traditions allows us to know more about our own culture and can serve as a passport to the cultures of others; and,

WHEREAS, One Columbia for Arts and History has developed policies and procedures for the selection of the holder of the honorary position; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of ____________, 2014, that One Columbia for Arts and History is hereby authorized to coordinate the selection of a Poet Laureate for the City of Columbia; and

BE IT FURTHER RESOLVED that the honorary position of Poet Laureate is hereby acknowledged by the City of Columbia, is voluntary in nature and such honorary position shall not be considered as being an employee, agent, nor an elected official of the City of Columbia, South Carolina and as such cannot legally bind or obligate the City in transactions with others; and,

BE IT FURTHER RESOLVED that a representative from the Mayor's Office and the Arts and Historic Preservation Subcommittee will serve as the municipal representatives on the Poet Laureate selection committee; and,

BE IT FURTHER RESOLVED that future Columbia Poet Laureates shall be proclaimed by the Mayor and City Council.

Requested by:

Mayor Benjamin

____
Mayor

Approved by:

____
City Manager

ATTEST:

Approved as to form:

____
City Attorney

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/10/2014
14081617

City of Columbia Poet Laureate

PURPOSE: To appoint a City of Columbia Poet Laureate who will encourage appreciation and create opportunities for dissemination of poetry in Columbia, promote the appreciation and knowledge of poetry among our youth, and act as a spokesperson for the growing number of poets and writers in Columbia.

POET LAUREATE COMMITTEE: One Columbia for Arts and History will appoint a poet laureate committee consisting of the following representatives: a representative from the Mayor's Office, a representative of City Council's Arts and Historic Preservation Subcommittee, a representative of the Richland Library, a representative from academia, and other members with strong ties to the literary community of Columbia. Appointments shall be made on an as-needed basis. The committee shall elect a chair and a vice-chair. The committee shall be responsible for selecting a poet laureate for a four-year term to run concurrently with Mayoral terms.

SELECTION CRITERIA: The Committee shall establish specific criteria for the appointment of the Poet Laureate based on his/her publications, public speaking ability, and writing skills. Finalists shall read before the panel and shall be interviewed by the full committee or representatives thereof.

All applicants shall submit a complete résumé including the following:

1) Evidence of a large body of work, whether published, self-published or unpublished;
2) Evidence of a history of advocacy for poetry;
3) Selections from their works, not to exceed ten pages;
4) Two personal or professional references;
5) Proof of current residency in Columbia;
6) A statement of availability for the four-year term.

DUTIES AND REQUIREMENTS: The Columbia Poet Laureate shall be appointed for a term of four years, running concurrently with the terms of the office of the Mayor. The Poet Laureate Committee shall open applications for the honorary position of Poet Laureate on or about September of the year of the retirement of the previous Poet Laureate.

The Columbia Poet Laureate will be provided a reasonable budget for activities by One Columbia for Arts and History, as approved by the Board of Directors of One Columbia for Arts and History.

The Columbia Poet Laureate will be required to:

1) Visit schools and attend city, library and school functions as needed;
2) Be available for service over the full four-year term;
3) Carry out an activity that engages the public in poetry or literary arts;
4) Give a reading at a special event at the beginning of the four-year term; and
5) Write a summation of his/her impressions and experiences as Poet Laureate six months prior to the end of the four-year term, with the purpose of providing information that will help to improve, adjust or adapt the parameters of the post and/or the application process.

If the Poet Laureate is not able to complete a full term, the Poet Laureate Committee shall accept applications for a replacement. The replacement Poet Laureate will complete the remaining portion of the four-year term, and, if approved by the Poet Laureate Committee, may serve another term.

An appointed poet laureate who does not fulfill the terms of his or her appointment may be removed by a majority vote of the Poet Laureate Committee.

A Poet Laureate may serve two consecutive terms if approved by the Committee. After a hiatus of at least two terms, a past Poet Laureate may be reappointed by the Committee.

INAUGURAL TERM: For the inaugural appointment, January 2015 to December 2018.

Last revised: 9/10/2014
14081617

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-085 Authorizing the City Manager and Chief of Police to execute an Agreement between LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-085 LRADAC Agreement (PDF)

RESOLUTION NO.: R-2014-085

Authorizing the City Manager and Chief of Police to execute an Agreement between LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of ___________, 2014, that the City Manager and the Chief of Police are hereby authorized to execute duplicate originals of the attached Agreement, or on a form to be approved by the City Attorney, between the LRADAC, The Behavioral health Center of the Midlands and the City of Columbia and City of Columbia Police Department.

Requested by:

Chief of Police ______________________

____
Mayor

Approved by:

____
City Manager

Approved as to form:

Janne J. Lisowski
Assistant City Attorney

ATTEST:

____
City Clerk

Introduced:
Final Reading:

Last revised: 9/3/2014
14081605

AGREEMENT
between
LRADAC, THE BEHAVIORAL HEALTH CENTER OF THE MIDLANDS
PO BOX 50597
COLUMBIA, SC 29250

And
City of Columbia
1 Justice Square
Columbia, SC 29201

RECEIVED
AUG 2 7 2014
Chief of Police

This agreement by and between LRADAC, The Behavioral Health Center of the Midlands hereinafter referred to as "LRADAC" and City of Columbia, hereinafter referred to as the "Solicited Party".

The term of this agreement will commence on July 1, 2014. It will remain in full force and effect until June 30, 2015 unless terminated by either party in accordance with provisions, hereinafter stated in Section 12.

At the request of the President and CEO or his Designees, the Solicited Party shall agree to the following deliverables for grant number LRC-AET-15, which supports the Enforcing Underage Drinking Laws project, the Multi-Jurisdictional Alcohol Enforcement Team (AET):

The parties mutually agree as follows:

1. LRADAC shall compensate the Solicited Party as follows:
   The Solicited Party shall be paid the sum of $4,123.00 for services provided. Upon completion of services provided a percentage of the total amount will be issued to the Solicited Party at the end of the fiscal year provided all necessary paperwork has been received. Payment as described above shall be issued on the last day of the fiscal year. In order to for the payment to be issued detailed invoices (Attachment B) must be provided to the program coordinator and Finance Department by June 30, 2015. LRADAC's AET Coordinator will approve the completion of all required documentation and clear the payment to LRADAC's finance department. All services provided under this agreement shall be performed by the individual assigned Solicited Party and no services shall be sub-contracted without the prior written approval of the Vice President for Community Services of LRADAC.
2. All services provided under this agreement shall be performed by the Solicited Party and no services shall be sub-contracted without the prior written approval of the President and CEO of LRADAC.
3. Any changes to this agreement must be mutually agreed upon by LRADAC and the Solicited Party and shall be incorporated in written amendments to this agreement.
4. The Solicited Party shall fully participate in the management information and client data reporting system in operation at LRADAC during the term of this agreement, including but not limited to case file documentation, computer data input, surveys and service evaluations, and/or other required reports.
5. In no event shall LRADAC's liability for loss or damage arising out of any breach of this agreement or obligation hereunder exceed the stipulated amount of compensation due to the Solicited Party under the terms and conditions of this agreement.
6. In no event shall the LRADAC be liable for loss of profits, indirect, special, or consequential damages arising out of any breach of this agreement or obligation under this agreement.
7. No action arising out of any claimed breach of this agreement or transactions under this agreement may be brought by either party more than two (2) years after the cause of action had accrued.

8. The Solicited Party shall be responsible for the maintenance and cost of Solicited Party liability insurance(general tort and medical professional liability), payroll taxes, surety bonds, as well as all forms of supplemental benefits which include but are not limited to worker's compensation insurance, unemployment compensation insurance, and health and life insurance.
9. In no event shall the Solicited Party be construed as an employee of LRADAC in any manner whatsoever.
10. Any notices or communications permitted under this agreement shall be in writing and shall be deemed to have been given when mailed by the U.S. Postal Service, postage prepaid, to the other party, at the address stated hereinabove. A change in address of either party may be made in the same manner as for the giving of any other notice.
11. This agreement will remain in effect until cancelled, with or without cause, by either party with thirty (30) days written notice.
12. All deliverables as defined in Attachment A must be satisfied.
13. Solicited Party agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and Solicited Party shall not submit for payment purposes those claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this agreement, and LRADAC policies.
14. All pertinent information including financial records and supporting documents shall be retained for a minimum of three years after the final reimbursement request. However, if any litigation, claim or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim or audit is resolved. LRADAC reserves the right to perform on-site reviews of all programmatic and financial documentation.
15. Any LRADAC reports, information, data, etc., given to, prepared by, or assembled by Solicited Party under this agreement that LRADAC represents as confidential shall not be made available to any individual or organization by Solicited Party without the prior written approval of LRADAC or a court order.
16. <u>HIPAA and 42 C.F.R., Part 2:</u>
    a. Solicited Party agrees that to the extent that some or all of the activities within the scope of this contract are subject to the **Health Insurance Portability and Accountability Act (HIPAA)** of 1996, P.L. 104-91, as amended or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as LRADAC may require to ensure compliance.
    b. Solicited party agrees that to the extent that some or all of the activities within the scope of this contract are subject to the provisions of 42 CFR, Part 2 (pertaining to the confidentiality of alcohol and drug client treatment records), the Solicited Party will comply with the requirements of 42 C.F.R., Part 2 and will execute such agreements and practices as LRADAC may require to ensure compliance.
    c. All employees and associated staff of Solicited Party are responsible for ensuring and maintaining the confidentiality, privacy, and security of all protected health information (electronic, written, verbal, or in any other format) that is provided or made available to any employee or staff or that is obtained, handled, learned, heard, or viewed in the course of work or association with the Solicited Party.
    d. Confirmed violations of client confidentiality, privacy, or information security provisions of HIPAA or 42 CFR, Part 2 may result in immediate or 30-day termination of this contract.
    e. In addition, an entity which violates the confidentiality, privacy, or security requirements of the applicable federal and state regulations or laws may be required to pay civil or criminal fines.
    f. Also, an individual who violates the confidentiality, privacy, or security requirements of the applicable federal and state regulations or laws may be required to pay civil or criminal fines (or may be imprisoned).

17. If at any time during the term of this agreement, Solicited Party becomes aware of or has reason to believe by whatever means that, under this or any other program administered by LRADAC, a recipient of or applicant for services, an employee of Solicited Party, LRADAC, and/or other sub-solicited Party or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this agreement or any other agreement, such information
18. The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this agreement may be reduced or terminated immediately if such funding ceases to be available. LRADAC will determine the availability of such funds and notify Solicited Party in writing if this agreement must be terminated under this provision.
19. This agreement constitutes the entire agreement between the parties. There are no other agreements or understandings regarding this agreement, expressed or implied, between the parties.

Approved for LRADAC:	**Approved for Solicited Party:**
Name: Gayle Aycock **Title:** President & CEO	**Name:** Teresa Wilson **Title:** City Manager
Signature _Date_	_Signature_ _Date_
Witness: ______________________	**Witness:** ______________________
Date: ______________________	**Date:** ______________________

Approved for Solicited Party:
Name: W.H. Holbrook **Title:** Chief of Police
WH Holbrook 08-27-14 _Signature_ _Date_
Witness: Martin
Date: 8/27/14

APPROVED AS TO FORM

Janne Lisowski 9/2/14

Legal Department City of C

Attachment A

FY15 Alcohol Enforcement Team
Deliverables

- Provide a pool of four to ten officers to work as a Single Law Enforcement Agency and/or a member of the Multi-jurisdictional Alcohol Enforcement Team;
- Provide a Key Officer who will supervise/schedule operations, ensure that all paperwork is completed and turned in to LRADAC, and act as a liaison between your agency and LRADAC. Additionally, the key officer will:
  - Attend monthly operational planning meeting as scheduled by LRADAC to determine appropriate operations and schedule for the following month;
  - Complete and provide LRADAC a monthly schedule of planned operations prior to the beginning of the scheduled month;
  - Provide a completed Key Officer Report and any other paperwork as assigned by LRADAC by the 2nd business day following the Key Officer's AET shift;
- The team will either function as a single unit or a Multi-jurisdictional unit comprised of at least one officer from the participating agencies;
- The team will:
  - **On a monthly basis** conduct casual contacts, compliance checks (for both alcohol and tobacco), controlled party dispersals, bar checks and other strategies as determined by the Key Officers, LRADAC and finalized by the AET Coordinator;

Alcohol / Tobacco Compliance Checks: ***75 Alcohol Compliance Checks/ 25 Tobacco Compliance Checks completed annually***

- Alcohol compliance checks will be conducted on an individual agency basis with each being documented on the LRADAC approved form.
- Tobacco compliance checks will also be included in conjunction with the alcohol compliance checks with each being documented on the LRADAC approved form.
- Alcohol and Tobacco compliance checks will be scheduled in conjunction with the AET Coordinator.
- The Law Enforcement Agency will designate a lead officer to work in conjunction with the AET Coordinator to conduct the compliance checks and ensure reports are correct.
- The Key Officer will recruit age appropriate youth and LRADAC will provide a $25.00 gift card to those participating youth. LRADAC will equip each agency with gift cards for the year. Requirements for age appropriate youth are as follows:
  - 15-17 years of age for Tobacco Compliance Checks
  - 16-19 years of age for Alcohol Compliance Checks
  - Photocopy of Valid Driver's License
  - Photocopy of Buy Money
  - Photograph of youth on day of operation
  - Written Statement from youth if a violation is made

- During alcohol compliance check outings, the officer(s) may be asked by the AET Coordinator to complete a compliance check at an establishment that is receiving complaints.
- The AET Coordinator will provide the state approved PREP training to those merchants found in violation.

Underage Party Patrols/Dispersals: ***<u>10 Party Patrols completed annually</u>***

- Individual agencies or the team will proactively respond to potential party locations based on intelligence to make contact with parents/property owners of the impending event and follow-up enforcement.

Fake ID/ Bar Checks: ***<u>10 Bar Checks completed annually</u>***

- Bar Checks will be conducted on an individual agency basis with each being documented on the LRADAC approved form.

Casual Contacts: ***<u>10 Casual Contacts completed annually</u>***

- Casual Contacts will be conducted on an individual agency basis with each being documented on the LRADAC approved form.
- Casual Contacts will be scheduled in conjunction with the AET Coordinator surrounding a youth focused event which may include, but is not limited to Prom, Graduation, Sporting Events, Spring Break, and/or Holidays.

Public Safety Checkpoints:

- As a team effort, the team may conduct traffic checkpoints in conjunction with planned operations by the Law Enforcement Network and AET Coordinator;
- Public safety checkpoint operations will be scheduled in conjunction with the AET Coordinator surrounding a youth focused event which may include, but is not limited to Prom, Graduation, Sporting Events, Spring Break, and/or Holidays.
- As a team effort, public safety checkpoints will require cooperative arrangements with other law enforcement agencies. Therefore, the contractee will be considered the lead coordinating agency and as such, will be responsible for organizing and directing that team.

- As a team effort, the team will visit local high schools as scheduled;

- As a team effort, the team will conduct operations during high-risk periods of the year which include but are not limited to: Prom, Graduation, July 4th, beginning of school and New Years Eve;

- Participate in Community Coalitions and assist with other community events to speak about the Alcohol Enforcement Team.

All participating officers will attend alcohol enforcement training prior to participating in AET operations

Attachment B

Judicial Circuit Law Enforcement Summary of Services

Alcohol Enforcement Teams

Judicial Circuit: ____________________________

Law Enforcement Agency:_________________

Month/Year: ______________________________

Date	AET Activity (see legend)*	Number of Services Provided	Total Payment (AET Coordinator will complete)
		Total:	Total:

AET Activity
1 Alcohol Compliance Checks
2 Public Safety Checkpoints
3 Controlled Party Dispersals
4 Shoulder Taps
5 Saturation Patrols
6 Casual Contacts
7 Other

"I certify that all expenditures reported and payments requested are for appropriate purposes and are in accordance with the agreements set forth in the FY2015 Judicial Circuit AET Implementation Plan and Application Package."

______________________________ ______________________________

Signature of Official Title

CITY OF COLUMBIA

AGENDA MEMORANDUM

MEETING DATE: **September 16, 2014**

DEPARTMENT: **Legal**

FROM: ***Shari Ardis, Legal Administrator***

SUBJECT: **RESOLUTION NO.: R-2014-091 Authorizing consumption of beer and wine only at the Get Out the Vote Rally in the Cannon Parking Carage on September 26, 2014**

FINANCIAL IMPACT: **N/A**

ATTACHMENTS:

- R-2014-091 Get Out the Vote Rally (Sept 26) (PDF)

RESOLUTION NO.: R-2014-091

Authorizing consumption of beer and wine only at the Get Out the Vote Rally in the Cannon Parking Garage on September 26, 2014

WHEREAS, the Richland County Democratic Party ("Sponsor") is sponsoring the Get Out the Vote Rally on Friday, September 26, 2014 in the rear bay area of the first floor of the Cannon Parking Garage at 1227 Taylor Street; and,

WHEREAS, Sponsor has requested the temporary closing and use of the rear bay area of the first floor of the Cannon Parking Garage at 1227 Taylor Street from 5:30 p.m. until midnight for set up, clean up, and staging of the event to be held from 6:30 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. and 8:30 p.m.; and for crowd control and overflow; and,

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

BE IT RESOLVED by the Mayor and Council this ___ day of __________, 2014, that the sale of beer and wine beverages only shall be authorized between the hours of 6:30 p.m. and 8:30 p.m. on Friday, September 26, 2014 in the rear bay area of the first floor of the Cannon Parking Garage at 1227 Taylor Street; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and vendor set up within the Cannon Parking Garage shall be restricted to the rear bay area of the first floor of the Cannon Parking Garage located at 1227 Taylor Street 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 outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean up of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time that the closed portion of the Cannon Parking Garage located at 1227 Taylor Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the Cannon Parking Garage located at 1227 Taylor Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Richland County Democratic Party

Approved by:

City Manager

Approved as to form:

City Attorney
Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

Last Revised: 9/5/2014
14091653

DATE OF REQUEST September 4, 2014

REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#) Paulette Ledbetter, OBO Richland County Democratic Party misspled@att.net (803) 414-0804

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser Get Out The Vote Rally

DATE(S) OF EVENTS: September 26, 2014

RAIN CONTINGENCY DATE:
(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT
(i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street) Cannon Garage, 1227 Taylor St., Columbia, SC 29201

STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP ~~6:30 p.m. to 9:00 p.m.~~

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)* 6:30 p.m. to 9:00 p.m.

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)
(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)* 6:30 p.m. – 8:30 p.m.

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution an scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the Cit departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organize is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

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

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

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales o neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewal sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Specia Events and Public Safety.

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

Last revised: 3/2014

1409 1633