



Tuesday, November 12, 2013

6:00 PM

City Hall - Council Chambers

The City Council will conduct a Regular Meeting on Tuesday, November, 12, 2013 at 6:00 PM at City Hall - Council Chambers at 1737 Main Street, Columbia, SC 29201.

Call to Order

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO AGENDA ITEMS

ADOPTION OF THE AGENDA

PRESENTATIONS

1. Bill Linder Day Proclamation (Requested by Erika Moore, City Clerk)

Presentation to Council

SIDEWALK VENDING PUBLIC HEARING

2. Ordinance No.: 2013-039 Granting a Franchise to Keyser Concessions, LLC for Operation of a Stationary Sidewalk Vending Cart on The northwest Corner of Main Street and Washington Street (Requested by Kenneth Gaines, Legal)

Ordinance to give 1st reading

3. Ordinance No.: 2013-075 Granting a Franchise to Anthony Garvin D/B/A Taniya's Fire Grill for Operation of a Stationary Sidewalk Vending Cart in The mid-Block Pad Near 1701 Main Street (Requested by Kenneth Gaines, Legal)

Ordinance to review for 1st reading

APPROVAL OF MINUTES

4. Revised Minutes for May 7, 2013 (Requested by Erika Moore, City Clerk)

None

5. Minutes of July 1, 2013 (Requested by Erika Moore, City Clerk)
Minutes to review
6. Minutes of August 6, 2013 (Requested by Erika Moore, City Clerk)
Minutes to Review

CONSIDERATION OF BIDS AND AGREEMENTS

7. Mentor Protege Project SS7247 - Sewer Services to 1817 Cushman Drive (Requested by Joey Jaco, Utilities and Engineering)
Funding Source: Special Contracts/Capital Projects; 552999-658650/SS724701-658650 – Note: Lake Murray Utility Company (Protégé) located in Chapin, SC is implementing 10% (\$5,500.00) of the contract value. The original budgeted amount for this project is \$59,255.00.
8. Request Approval for Compost Grinding (Requested by Sandra Wright, Purchasing)
Solid Waste Compost 1014406-638500 \$ 129,634.11
11/12/13 1014406-638500 · Solid Waste \$129,634.11
9. Tandem Dump Truck (Requested by Sandra Wright, Purchasing)
Funding Source: Utilities Water Distribution & Maintenance-Autos, Truck, Heavy Equipment Capital; 5516203-658500
10. Contract Renewal for Auditing Services (Requested by Sandra Wright, Purchasing)
Funding Source: Finance Water Administration-Audit Costs, 5511409-635600; \$67,450.00 and Accounting-Audit Costs, 1011401-635600; \$67,450.00
11. Asphalt Paver and Options (Requested by Sandra Wright, Purchasing)
Funding Source: Streets-Water & Sewer Repair/Auto, Truck, Heavy Equipment-Capital; 5513202-658500
12. Request for Council Approval – Emergency Procurement of Magnesium Hydroxide for Metro Wastewater Treatment Plant (Requested by Sandra Wright, Purchasing)
Wastewater Treatment Plant, Operations, Testing, and Maintenance/ 5516208-638500
13. Black & Veatch Compliance Consulting MWWTP SS7256 The Above Referenced Agreement Provides for the Engineering Consulting Services Related to the Process Control Matters, Assessment of the Existing On-Site Laboratory, Evaluation of the Existing Industrial Pre-Treatment Program, and Oversight of Install Action of Process Monitoring Installation. (Requested by Joey Jaco, Utilities and Engineering)
Staff has negotiated with Black & Veatch to provide the services for a not to exceed fee of \$266,000.00. The project is being funded by the Sewer Maintenance Fund (5516208-638505). Services to be performed will impact all City Council districts.
14. Mentor Protege Project WM4286 - Water Main Contruction (Requested by Joey Jaco, Utilities and Engineering)
Funding Source: Special Contracts/Capital Projects; 5529999-658650/WM428601-658650 – Note: Lake Murray Utility Company, Inc. (Protégé) located in Chapin, SC is implementing 20% (\$60,000.00) of the contract value. The original budgeted amount for this project is \$409,849.00.

15. Rocky Branch & Saluda River Watersheds SD8385 Agreement for Water Quality Monitoring Within the Rocky Branch & Saluda River Watersheds. Funding for the Agreement Will Come from the Storm Water Utility Fund (5534202-638505) (Requested by Joey Jaco, Utilities and Engineering)

Staff has negotiated a not to exceed fee totaling \$573,997.00 with Woolpert, Inc. The budgeted amount for this project is \$600,000.00. The project will impact Council Districts 2 and 3.

ORDINANCES - SECOND READING

16. Ordinance No.: 2013-109 - Granting an Encroachment to Noble 1/HY Columbia, LLC for Installation and Maintenance of a Driveway, Sidewalks, Curbing, Guttering, Landscaping and an Irrigation System Within the Right of Way Areas of the 800 Block of Lady Street, and Installation and Maintenance of a Sidewalk with Pavers and a Handicap Ramp, Curbing and Guttering Within the Right of Way Area of the 800 Block of Gervais Street Adjacent to Its Building at 819 Gervais Street, Richland County TMS #08916-01-04 (Requested by Kenneth Gaines, Legal)

None identified.

17. Ordinance No.: 2013-117 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, Revised August 2, 2013 (Requested by Kenneth Gaines, Legal)

None indicated

ORDINANCES FIRST READING

18. Ordinance No.: 2013-101 Granting Encroachment to the University of South Carolina for Use of the Right of Way Area of the 800 Block of Sumter Street, Richland County TMS # 11304-05-01, Adjacent To the USC Arnold School of Health for Installation and Maintenance of Stamped Asphalt Pavement, Concrete Curbing, Driveway and Brick Wall (Requested by Kenneth Gaines, Legal)

Ordinance to review for 1st reading

19. Ordinance No.: 2013-114 - Granting Encroachment to the South Carolina Department of Transportation for Installation and Maintenance of a Landscaping and an Irrigation System in the Right of Way Areas of the 900 Block of Park Street, 900 Block of College Street and 900 Block of Pendleton Street Adjacent to 955 Park Street, Richland County TMS# 08916-08-01 (Requested by Kenneth Gaines, Legal)

None identified.

20. Ordinance No.: 2013-116 - Granting Encroachment to Habenicht Co. LLC for Installation and Maintenance of a Wooden Barrel, Post and Footings Within the Right of Way Area of the 1600 Block of Main Street in Front of Its Business at 1631 Main Street, Richland County TMS# 08914-10-09 (Requested by Kenneth Gaines, Legal)

None indicated.

21. Ordinance No.: 2013-125 - Authorizing Consumption of Beer and Wine Beverages Only at the 2014 Famously Hot New Year Event (Requested by Kenneth Gaines, Legal)

None identified

22. Authorizing the City Manager to Execute a Third Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the Sale of 5.97 +/-Acres (Capital City Stadium), Richland County TMS #11204-02-02 (Requested by Kenneth Gaines, Legal)

Ordinance to review for 1st reading

COUNCIL DISCUSSION/ACTION

23. Lighting for Carriage Hill Apartments (Requested by David Brewer, Traffic Engineering)

The current yearly lease cost is \$832.44. The project request total is \$832.44 with a total year to date of \$832.44.

24. Lighting Request for 1005 Deerwood Road (Requested by David Brewer, Traffic Engineering)

The current yearly lease cost is \$118.92. The project request total is \$118.92 with a total year to date of \$3,213.76.

25. Lighting for Samson Circle (Requested by David Brewer, Traffic Engineering)

The current yearly lease cost is \$1,427.04. The project request total is \$832.44 with a total year to date of \$4,046.20.

26. Lighting for Farrow Road (Requested by David Brewer, Traffic Engineering)

The current yearly lease cost is \$7,438.20. The project request total is \$2,975.28 with a total year to date of \$7,021.48.

27. Lighting for Marting Luther King (Requested by David Brewer, Traffic Engineering)

The current yearly lease cost is \$17,005.56. The project request total is \$4,637.88 with a total year to date of \$11,659.36.

RESOLUTIONS

28. Resolution No.: R-2013-103 - Authorizing the City Manager to Execute an Equipment Rental Agreement Between the City of Columbia and Magic Ice USA, Inc. for the Lease of a Portable Ice Skating Rink in Boyd Plaza (Requested by Kenneth Gaines, Legal)

The charges for the equipment rental and all services to be performed during the rental term is \$125,895.00.

29. Resolution No.: 2013-105 Authorizing the Appointment of Malane S. Pike, Esquire as a Hearing Officer in Accordance with the Code of Ordinances of the City of Columbia (Requested by Kenneth Gaines, Legal)

Resolution to review for approval

APPOINTMENTS

30. Design/Development Review Commission Appointments (Requested by Elizabeth Gober, Council Support Services)

No Impact

COMMITTEE REPORTS



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Bill Linder Day Proclamation

FINANCIAL IMPACT: Presentation to Council

SUMMARY:

WHEREAS, William Hines Linder was born on January 17, 1934 in Florence, South Carolina and during the sixth grade Mr. Linder and his family moved to Columbia where he began school at Snyder Elementary and went on to Hand Junior High School and graduated from Dreher High School in 1952; and

WHEREAS, Mr. Linder graduated from the United States Military Academy in West Point, New York and served over three years in the military and went on to graduate from the Massachusetts Institute of Technology with a master's degree and Ph.D; and

WHEREAS, Mr. Linder was a professor at the University of South Carolina in the Department of Computer Science for 12 years, was elected Treasurer of Richland County for 12 years and was a longtime member of the Richland County District One school board; and

WHEREAS, Mr. Linder began triathlon training in his early 50's and completed his first Ironman race in 1999 in Florida and has since qualified eight times for the Ironman Triathlon competition; and

WHEREAS, Mr. Linder finished second in his age group in 2011 at the Ironman World Championships in Hawaii and in the 2013 race he was the oldest American to compete; and

WHEREAS, Mr. Linder is married to Lynne Linder and they have a son, William, and a daughter, Caroline, who both are natural athletes and still compete in their respective sports today; and

WHEREAS, the City Of Columbia wishes Mr. Linder the best of luck in all his future races and wishes him happiness and health.

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim Tuesday, November 12, 2013 as

Bill Linder Day

in the City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Stephen K. Benjamin
Mayor

Sam Davis Tameika Isaac Devine
District I, Council Member At-Large, Council Member

Leona Plough Brian DeQuincey Newman
District IV, Council Member District II, Council Member

Cameron Runyan Moe Baddourah
At-Large, Council Member District III, Council Member

ATTACHMENTS:

- bill_linder_proclamation (PDF)



City of Columbia
A Proclamation

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Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Leona Plough
District IV, Council Member

Brian DeQuincey Newman
District II, Council Member

Cameron Runyan
At-Large, Council Member

Moe Baddourah
District III, Council Member



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-039 Granting a Franchise to Keyser Concessions, LLC for Operation of a Stationary Sidewalk Vending Cart on The northwest Corner of Main Street and Washington Street

FINANCIAL IMPACT: Ordinance to give 1st reading

SUMMARY:

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of , 2013, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Keyser Concessions, LLC, is granted a franchise for the operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street for a period of one (1) year from the date of enactment hereof.

ATTACHMENTS:

- 2013-039 franchise - Keyser Concessions - NW Main Washington11 (PDF)

ORDINANCE NO.: 2013-039

*Granting a Franchise to Keyser Concessions, LLC
for operation of a stationary sidewalk vending cart on the
northwest corner of Main Street and Washington Street*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2013, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Keyser Concessions, LLC, is granted a franchise for the operation of a stationary sidewalk vending cart on the northwest corner of Main Street and Washington Street for a period of one (1) year from the date of enactment hereof.

Requested by:

Business License Administrator

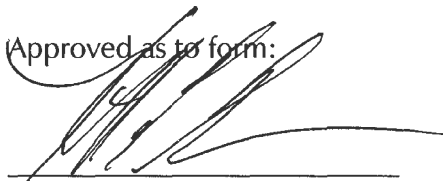
MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:



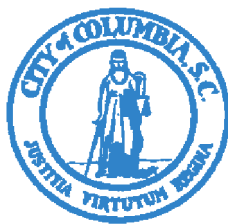
City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



BUSINESS LICENSE DIVISION

DATE: March 13, 2013

TO: Honorable Mayor and City Council Members

FROM: Roger Myers, Business License Administrator/rm

CC: Brian Cook, Zoning Administrator

RE: **STAFF RECOMMENDATION for
Keyser Concessions, LLC
NW CORNER OF MAIN & WASHINGTON STREETS
CONTINUE OPERATION**

Maynord Keyser, the applicant, requests permission to continue operation of a hot dog stand at the northwest corner of Main and Washington Streets. The applicant sells hot dogs, tacos, pretzels, soft drinks, chips, pretzels, nachos, bagels, Danishes, muffins, cookies, coffee & tea approved from List "B" & "C" at this location. The applicant will also utilize one (1) cooler for drink storage, two (2) 4ft tables for storage, three (3) 32" customer tables and a host stand, none of which to obstruct pedestrian traffic. A copy of the application is attached for your information.

This location meets the distancing requirements of Section 11-258 regarding sidewalk vending locations.

Staff recommends approval subject to review and approval of evidence of insurance and of compliance with health and fire codes (§11-257).



SIDEWALK VENDING

FRANCHISE APPLICATION

CITY OF COLUMBIA BUSINESS LICENSE DIVISION

P 147 • 1136 Washington Columbia,

DATE	MONTH	DAY	YEAR
	FEB	26	2013
REQUESTED VENDING LOCATION	NUMBER	DESCRIPTION	
	7	NW CORNER MAIN + WASHINGTON	
OWNER INFORMATION	NAME	ADDRESS	
	MAYNARD KEYSER	4153 FOREST DRIVE, Columbia SC 29204	
	TEL 954 260-4283	FAX	E-Mail
CONTACT INFORMATION <i>If different from above</i>	NAME	ADDRESS	
		SAME AS OWNER INFORMATION	
	TEL	FAX	E-Mail
LOCATION OF OFF-STREET STORAGE FACILITY	4153 FOREST DR Columbia SC 29204	DESCRIPTION (Garage, rental storage, etc.)	GARAGE
METHOD AND ROUTE FOR TRANSPORTING CART TO VENDING LOCATION	CART will be transported to wash/main st. From 4153 FOREST DRIVE, AND back, by VEHICLE. ROUTE WILL START ON FOREST DRIVE / TAYLOR ST, LEFT ON MAINS, RIGHT ON WASHINGTON ST. BACK THE SAME WAY		
DESCRIPTION OF VENDING CART <i>-Include how cart is powered/food cooked</i>	SCHEMATIC OF CART IS ALREADY ON FILE. IN ADDITION, A DELIGLASS COOKER HAS BEEN ADDED TO THE CART WHICH INCREASES ENTIRE WORK AND STORAGE AREA. PROpane powered		
DESCRIPTION OF FOOD, BEVERAGES, AND MERCHANDISE BEING SOLD	HOT DOGS, TACOS, burgers, PRETZELS, ICE CREAM, NON-ALCOHOLIC drinks, chips, bagels, DANISH, MUFFINS, COFFEE TEA.		
DESCRIPTION OF OUTSIDE OWNERSHIP INTERESTS <i>If any; e.g. Partners or Stockholders</i>	NONE		
ADDITIONAL INFORMATION <i>e.g. to demonstrate financial ability to perform conditions of franchise</i>	EXTENSIVE <u>management</u> AND 25 YRS EXPERIENCE IN FOOD AND BEVERAGE INDUSTRY. START VENDING OF 6 yrs in SCATE M.M., ATLANTA GA. AND COLUMBIA SC.		
I, as a business owner or authorized owner representative, confirm to the best of my knowledge that the information contained on this application is accurate.			
SIGNATURE: <u>[Signature]</u>		RELATIONSHIP TO OWNER:	
FOR STAFF USE	INVOICE#	AUTHORIZED BY	

VENDORS AT FESTIVALS OR PUBLIC EVENTS ARE NOT REQUIRED TO OBTAIN A VENDING FRANCHISE, BUT MAY STILL REQUIRE A BUSINESS LICENSE.

PLEASE CONTACT THE BUSINESS LICENSE DIVISION AT 803.545.3345 FOR MORE INFORMATION.

Attachment: 2013-039 franchise - Keyser Concessions - NW Main Washington11 (1102 : Ordinance No.: 2013-039)

DISTANCING REQUIREMENTS FOR SIDEWALK VENDING FRANCHISES

Note: this information is not comprehensive; please consult the Business License Ordinance Chapter 11-251 through 11-262 for more information

- Your cart must meet MINIMUM distancing requirements in order to be approved. Your cart must be greater than:
 - ☐ 50 feet from principal public entrance to a food service business not owned by vendor;
 - ☐ 10 feet from an entrance to any building;
 - ☐ 50 feet from driveway to Police or Fire Station;
 - ☐ 25 feet from any other driveway;
 - ☐ 25 feet from any bus stop sign.
- Your cart must not obstruct sight clearance at intersections.
- Your cart must not obstruct pedestrian traffic. Must provide 4 feet clear passageway for pedestrians at all times!

Layout for Proposed Project

Show proposed cart location.
Include existing structures, sidewalk, and curb
Please include dimensions!!

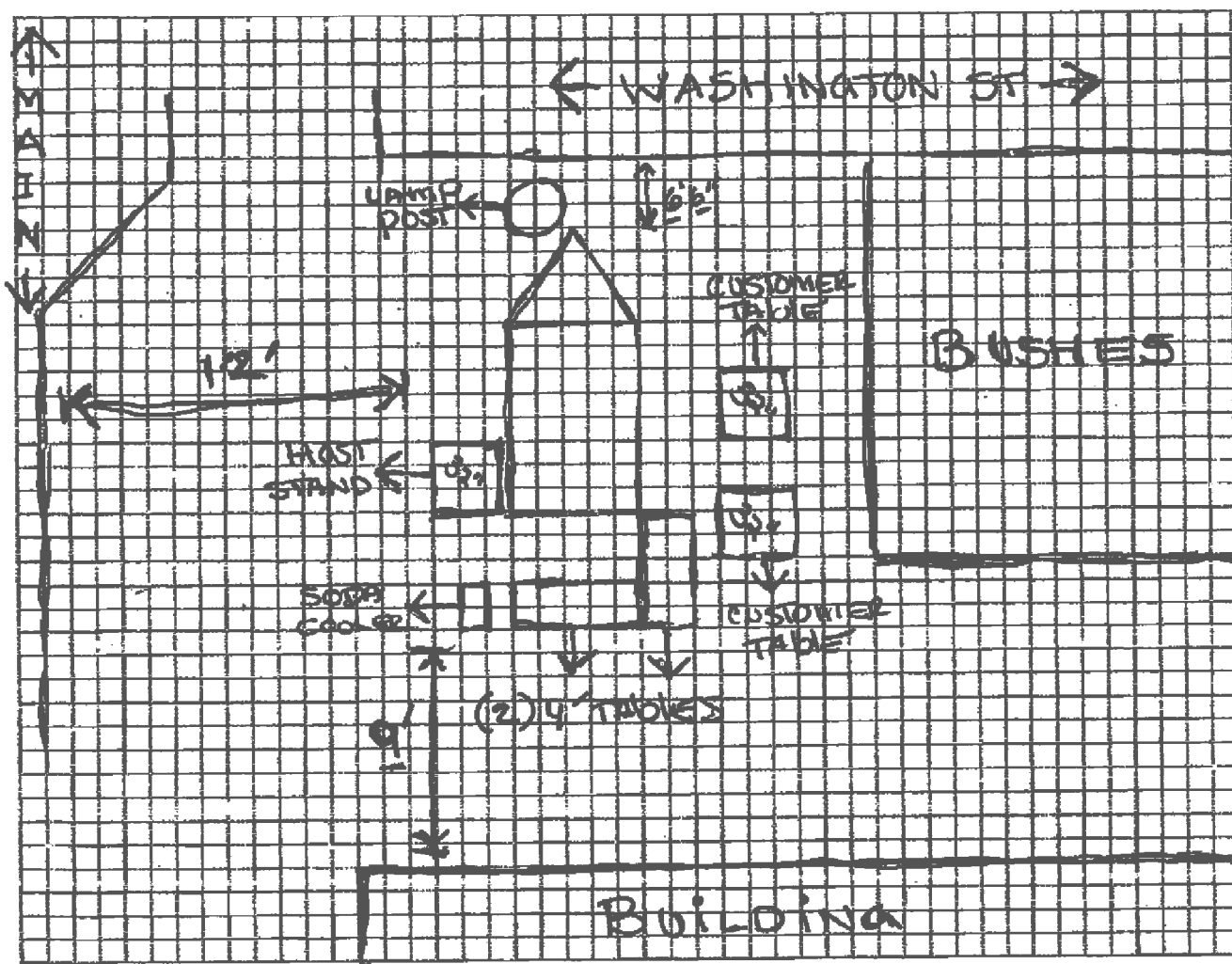
Each square represents _____ feet.



PLACE NORTH
ARROW HERE

ADDRESS

DATE: _____





Copyright ©2007 Fiscometry International Corp.

Scale: 1 inch = 22.1 feet

Creation Date: Jan 15, 2007 11:37
Modification Date: Jul 19, 2007 14:24

Attachment: 2013-039 franchise - Keyser Concessions - NW Main Washington11 (1102 : Ordinance No.: 2013-039)



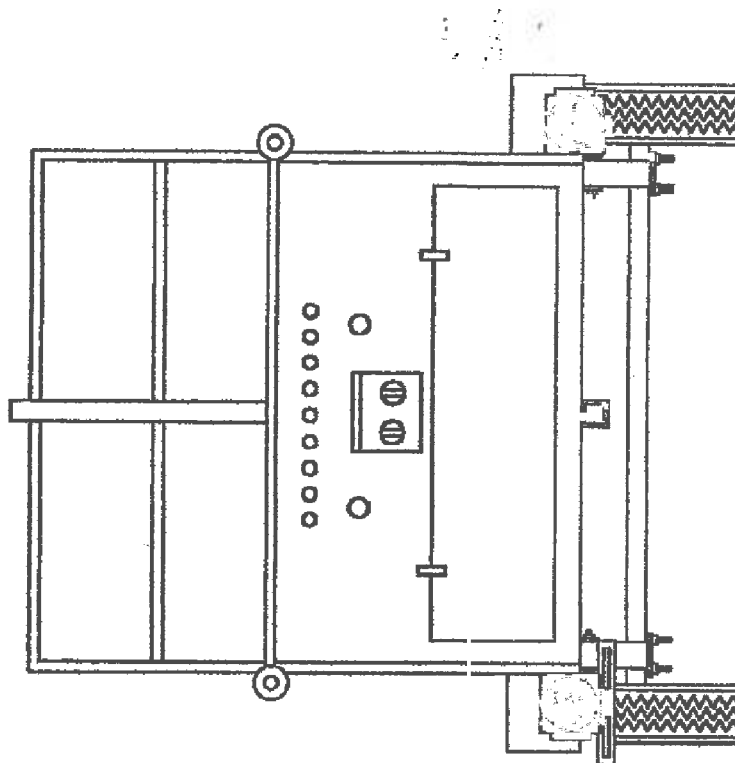


K C

Hot Dog Carts

Home of the Ez-Lease - Call Today! 1.800.408.1802

Rear View



Specifications subject to change without notice.
Call to verify critical specifications if required.

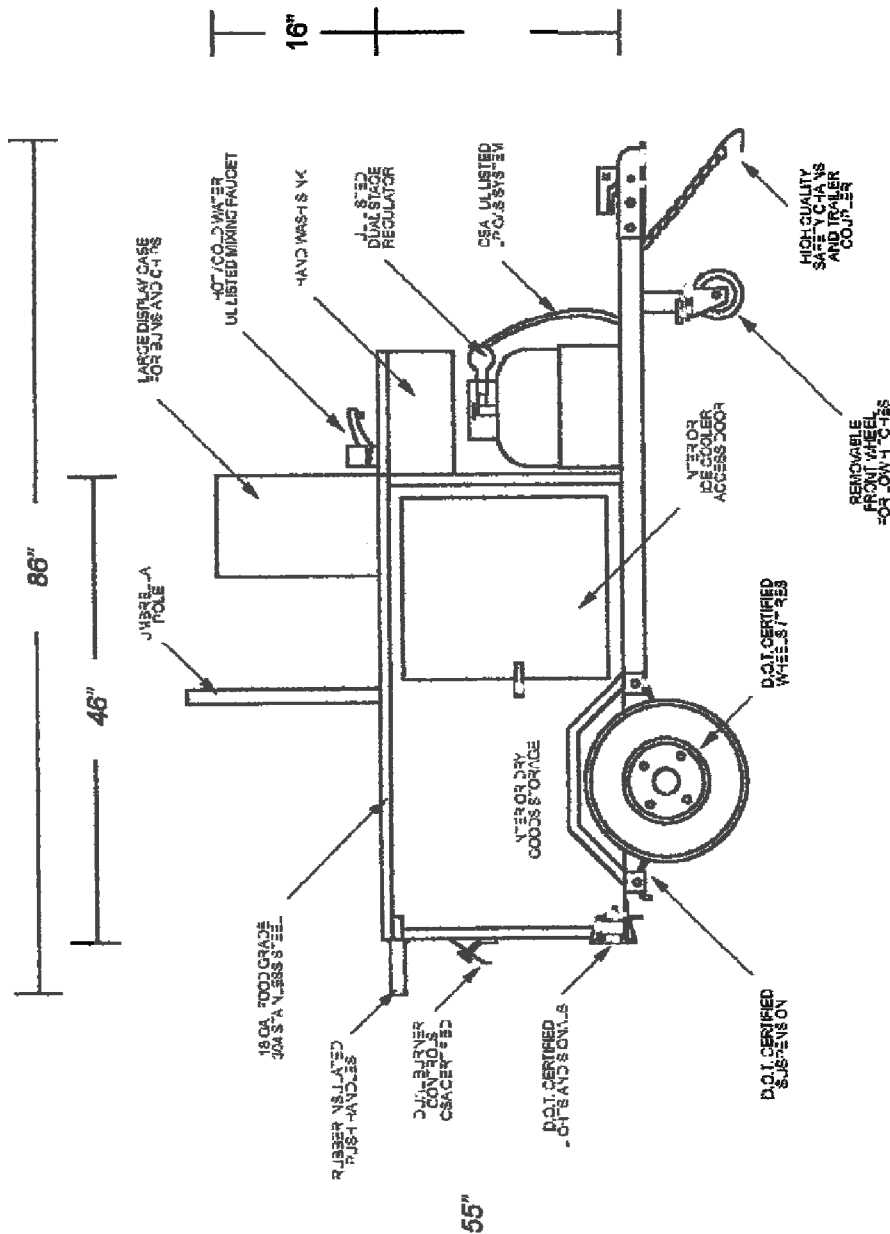
AmericanDreamHotDogCarts.com

NAME OF CART: KEYSER 1

C

Hot Dog Carts
Home of the Ez-Lease - Call Today! 1.800.408.1802

Right Side View



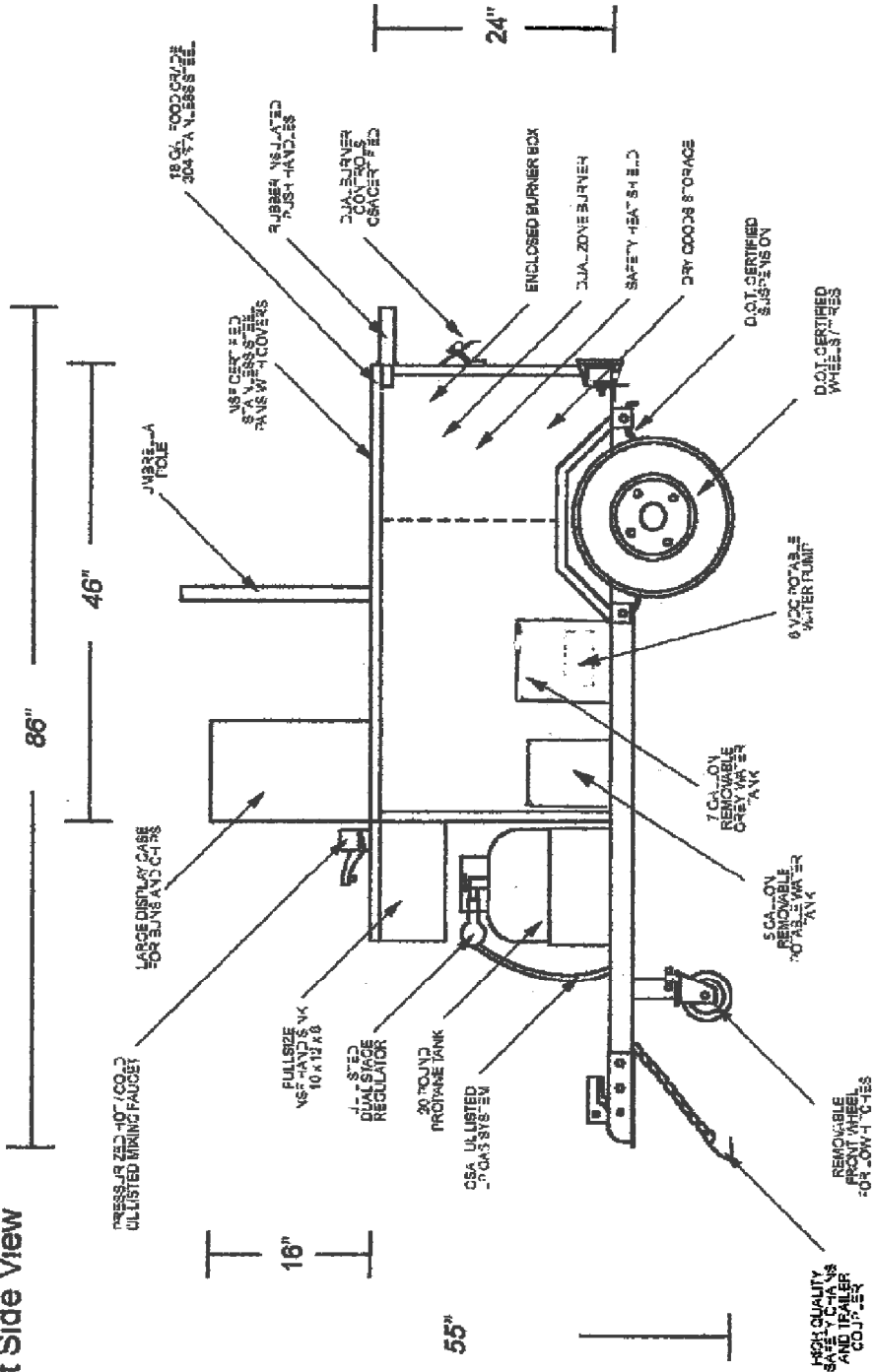
Specifications subject to change without notice.
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AmericanDreamHotDogCarts.com

Hot Dog Carts

Home of the Ez-Lease - Call Today! 1.800.408.1802

Left Side View

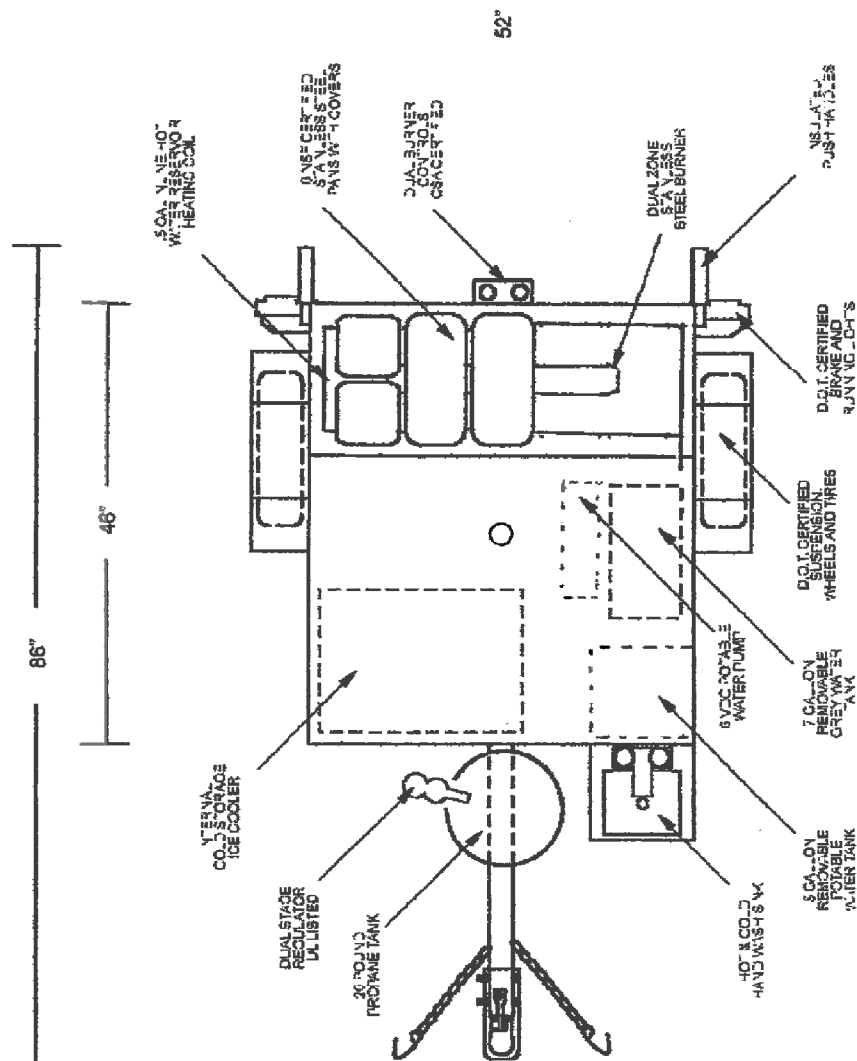


Specifications subject to change without notice. Call to verify critical specifications if required.

AmericanDreamHotDogCarts.com

Home of the Ez-Lease - Call Today! 1.800.408.1802

Top View



ST. LUCAS COUNTY
DISTRICT 1

**Specifications subject to change without notice.
Call to verify critical specifications if required.**

AmericanDreamHotDogCarts.com



STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

11350 Johns Creek Parkway
Duluth, GA 30098-0001

770-418-5000

E

F Z

Named Insured

KEYSER CONCESSIONS LLC
1306 KINDERWAY AVE
COLUMBIA SC 29203-5831

DECLARATIONS

Policy Number	99-BM-M931-8	
Policy Period	Effective Date	Expiration Date
12 Months	MAR 15 2012	MAR 15 2013
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

TROY ROBERTS
3206 MILLWOOD AVE
COLUMBIA SC 29205-1827

PHONE: (803) 212-7000

Food Shop Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

POLICY PREMIUM \$ 434.00

COUNTY: RICHLAND

Prepared
APR 26 2012
CMP-4000

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Page of 6

530-686 a.2 05-31-2011 (a173231c)

Packet Pg. 21

Attachment: 2013-039 franchise - Keyser Concessions - NW Main Washington11 (1102 : Ordinance No.: 2013-039)

2.a



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-075 Granting a Franchise to Anthony Garvin D/B/A Taniya's Fire Grill for Operation of a Stationary Sidewalk Vending Cart in The mid-Block Pad Near 1701 Main Street

FINANCIAL IMPACT: Ordinance to review for 1st reading

SUMMARY:

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ___ day of ___, 2013, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Anthony Garvin d/b/a Taniya's Fire Grill, is granted a franchise for the operation of a stationary sidewalk vending cart in the mid-block pad near 1701 Main Street for a period of one (1) year from the date of enactment hereof.

ATTACHMENTS:

- ordinance_2013_075_taniya_fire_grill (PDF)

ORDINANCE NO.: 2013-075

*Granting a Franchise to Anthony Garvin d/b/a Taniya's Fire Grill
for operation of a stationary sidewalk vending cart in the
mid-block pad near 1701 Main Street*

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2013, that pursuant to Sec. 11-256, 1998 Code of Ordinances of the City of Columbia, South Carolina, that Anthony Garvin d/b/a Taniya's Fire Grill, is granted a franchise for the operation of a stationary sidewalk vending cart in the mid-block pad near 1701 Main Street for a period of one (1) year from the date of enactment hereof.

Requested by:

Roger Myers, Business License Admin.

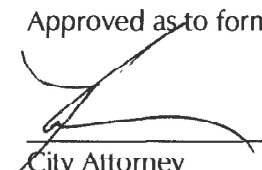
MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

Last Revised: 6/5/2013
13051219

LEGAL DEPARTMENT DRAFT

Attachment: ordinance_2013_075_taniya_fire_grill (1103 : Ordinance No.: 2013-075)



CITY OF COLUMBIA

Business License

1136 Washington Street | P.O. Box 147 Columbia, South Carolina 29217
Phone: 803-545-3345 Fax: 803-988-8025

BUSINESS LICENSE DIVISION

DATE: May 31, 2013

TO: Honorable Mayor and City Council Members

FROM: Roger Myers, Business License Administrator/*um*

CC: Brian Cook, Zoning Administrator

RE: **STAFF RECOMMENDATION for
Anthony Garvin dba Taniya's Fire Grill
MBP near 1701 Main Street
CONTINUE OPERATION**

Anthony Garvin, the applicant, requests permission to continue operation of a hot dog stand at the mid-block pad near 1701 Main Street. The applicant sells hot dogs, sausage dogs, chips, soft drinks and bottled water approved from List "A" & "C" at this location. The applicant will also utilize one (1) cooler and one (1) small trash can, none of which to obstruct pedestrian traffic. A copy of the application is attached for your information.

This location meets the distancing requirements of Section 11-258 regarding sidewalk vending locations.

Staff recommends approval subject to review and approval of evidence of insurance and of compliance with health and fire codes (§11-257).



SIDEWALK VENDING



FRANCHISE APPLICATION CITY OF COLUMBIA BUSINESS LICENSE DIVISION

DATE	MONTH	5	DAY	9	YEAR	2013
REQUESTED VENDING LOCATION	NUMBER					
	DESCRIPTION					
OWNER INFORMATION	NAME	Anthony Gerwin				
	ADDRESS	P.O. Box 1139 Estill SC 29918				
	TEL	803 578 1638	FAX		E-Mail	
CONTACT INFORMATION <i>If different from above</i>	NAME					
	ADDRESS					
	TEL		FAX		E-Mail	
LOCATION OF OFF-STREET STORAGE FACILITY	384 Berrywood Rd Orangeburg SC 29115	DESCRIPTION (Garage, rental storage, etc.)	My Cart is kept in a garage at 384 Berrywood Rd Orangeburg SC			
METHOD AND ROUTE FOR TRANSPORTING CART TO VENDING LOCATION	Bethel Forest Rd. then turn left onto Super Sd Blvd the right onto Five Chap Rd. follow Hwy 301 the get on I-26 get off at 321 Cayce 321 turns into Blenheim then turn left onto Hugers St then right on Laurel St then right onto Main St					
DESCRIPTION OF VENDING CART <i>Include how cart is powered/food cooked</i>	My cart is all stainless steel it has 4 sinks & built in gas line. It has 4 large pans & small pans. It's been covered with lexan that stay closed until serving. It also has hot & cold running water every get heated by propane					
DESCRIPTION OF FOOD, BEVERAGES, AND MERCHANDISE BEING SOLD	Hot dogs, chips, cookies, Soda and Water					
DESCRIPTION OF OUTSIDE OWNERSHIP INTERESTS <i>If any; e.g. Partners or Stockholders</i>						
ADDITIONAL INFORMATION <i>e.g. to demonstrate financial ability to perform conditions of franchise</i>						
I, as a business owner or authorized owner representative, confirm to the best of my knowledge that the information contained on this application is accurate.						
SIGNATURE:		RELATIONSHIP TO OWNER:				
FOR STAFF USE	INVOICE#	AUTHORIZED BY				

VENDORS AT FESTIVALS OR PUBLIC EVENTS ARE NOT REQUIRED TO OBTAIN A VENDING FRANCHISE, BUT MAY STILL REQUIRE A BUSINESS LICENSE.

PLEASE CONTACT THE BUSINESS LICENSE DIVISION AT 803.545.3345 FOR MORE INFORMATION.

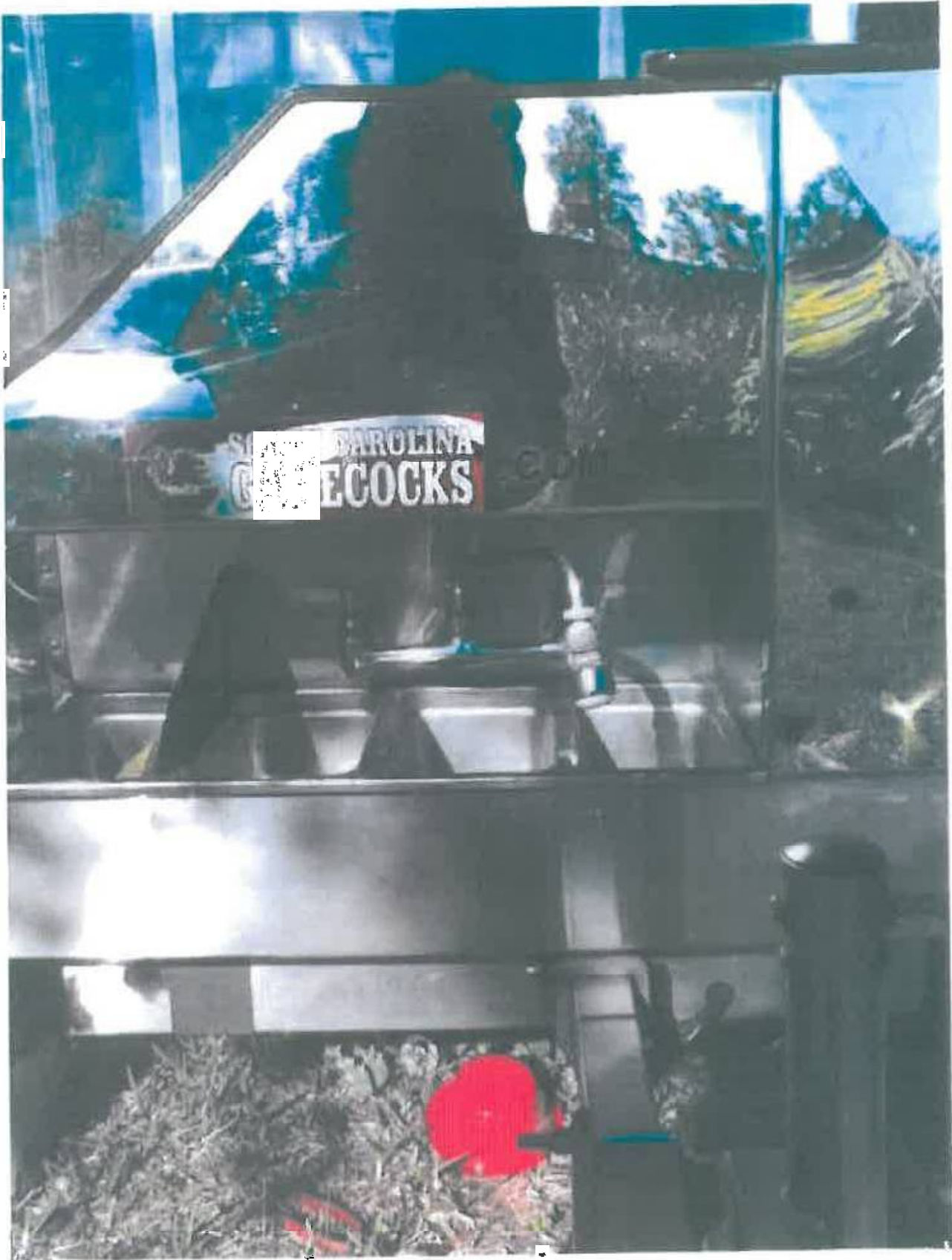
(# 43959 \$300.00



Attachment: ordinance_2013_075_taniya_fire_grill (1103 : Ordinance No.: 2013-075)



Attachment: ordinance_2013_075_taniya_fire_grill (1103 : Ordinance No.: 2013-075)



Aug 06 2012 4:54PM HP LASERJET FAX

P. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2012

Insurance Agency
1724 Nassau Hwy
Orangeburg SC 29118

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Anthony Garvin
DBA Taniya's Fire Grill
Po Box 1134
Estill SC 29918

INSURERS AFFORDING COVERAGE

PAGE 1

INSURER A: Goodale Ins. Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	POLICY NUMBER	DATE OF POLICY	DATE OF EXPIRATION	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ DATE ☐ LOC ☐	CPS 1421809	08/02/12	09/02/13	EACH OCCURRENCE: \$1,000,000 PRODUCTS & COMPOD AGG: \$2,000,000 PERSONAL & ADJ INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPOD AGG: \$2,000,000
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SO-LEASED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per occurrence) PROPERTY DAMAGE (Per occurrence)
BOAT LIABILITY ANY AUTO				AUTO ONLY - BA ACCIDENT OTHER THAN AUTO ONLY: \$A AGG AGG
RECREATION LIABILITY OCCUR ☐ CLAIMS MADE ☐ DECK/STAIRS RETENTION \$				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OTHER EMPLOYERS INCLUDED (Specify in Note) SPECIAL OCCURRENCE LIMIT				ALL EACH ACCIDENT ALL DISEASE - BA EMPLOYEE ALL DISEASE - POLICY LIMIT
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER: City Of Columbia, 1339 Main Street, Po Box 147, Columbia, SC 29217

CANCELLATION

UNLESS ANY OF THE ABOVE COVERAGE POLICIES IS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE CONSIDERED A WAIVER OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

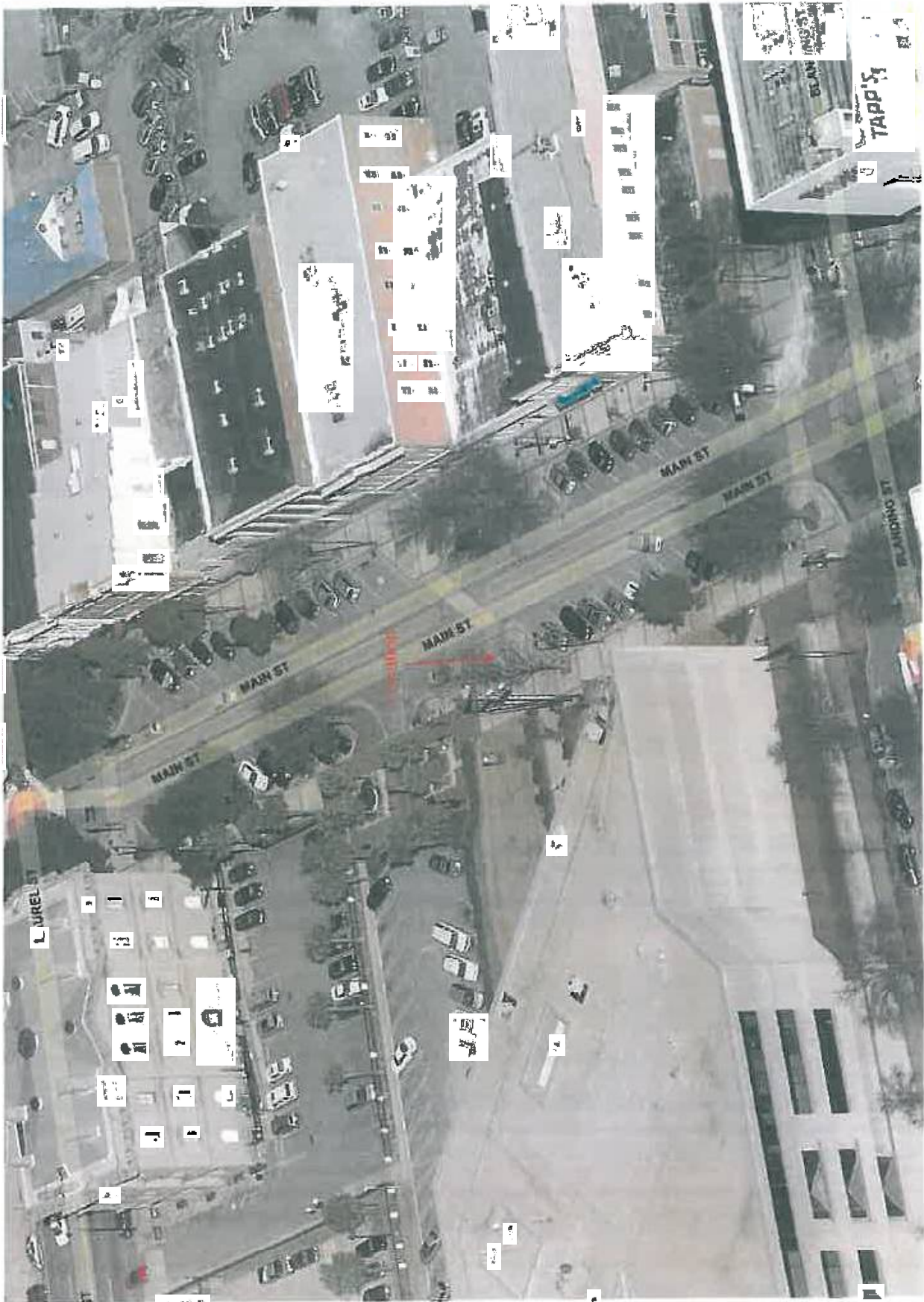
AUTHORIZED REPRESENTATIVE

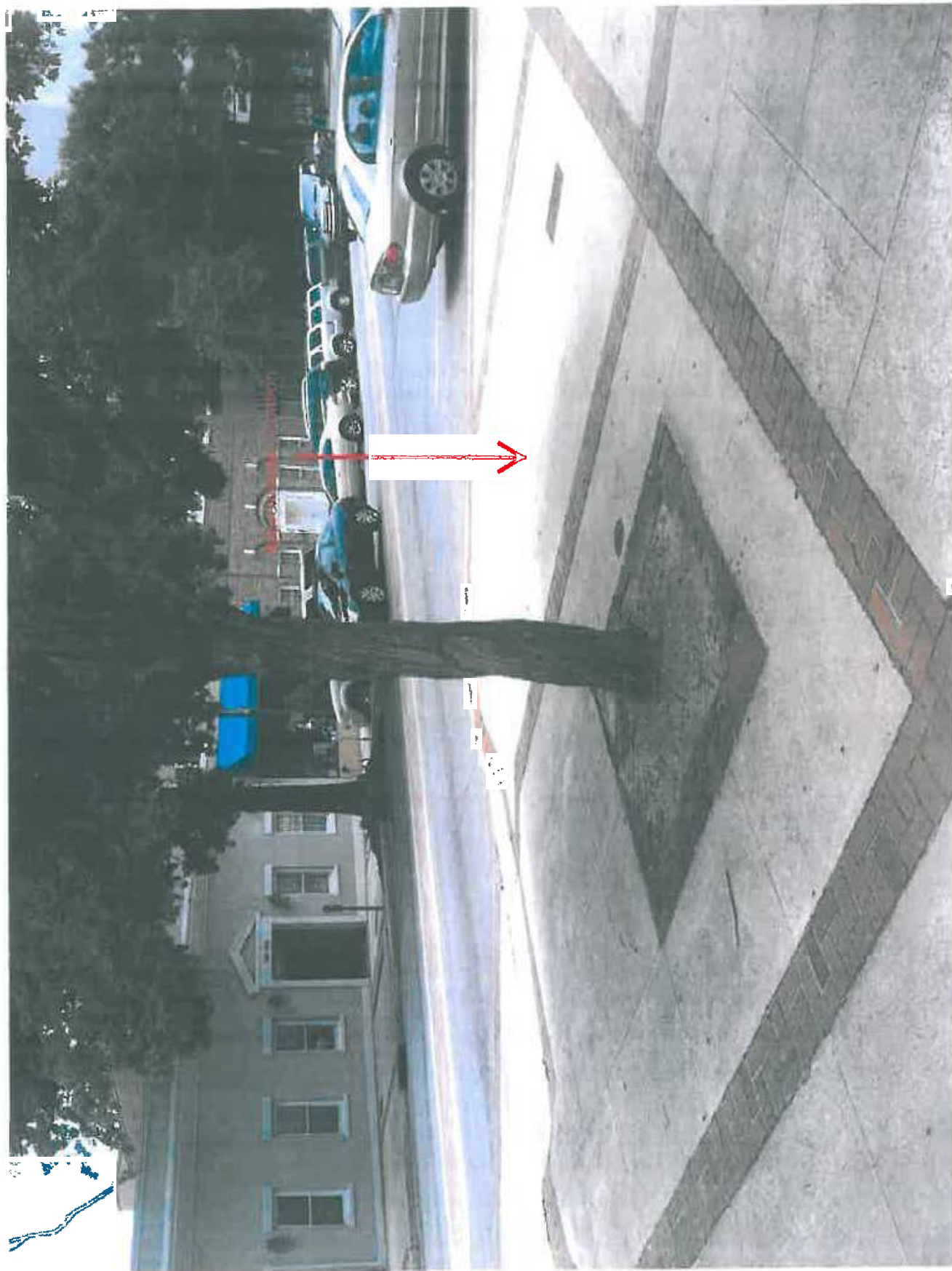
John B. R.

ACORD 26 (300001)

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Attachment: ordinance_2013_075_taniya_fire_grill (1103 : Ordinance No.: 2013-075)







CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Revised Minutes for May 7, 2013

FINANCIAL IMPACT: None

SUMMARY:

The City Council Work Session Minutes were revised. Please review Page 5, Item 5.

ATTACHMENTS:

- WSM_05_07_2013_R (PDF)

**CITY OF COLUMBIA CITY COUNCIL
WORK SESSION MINUTES **REVISED**
MAY 7, 2013 – 2:00 P.M.
EAU CLAIRE TOWN HALL
3905 ENSOR AVENUE**



The Columbia City Council met for a Work Session on Tuesday, May 7, 2013 at the Eau Claire Town Hall located at 3905 Ensor Avenue, Columbia South Carolina. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:15 p.m. The following members of Council were present: The Honorable Sam Davis, The Honorable Leona K. Plaugh, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. The Honorable Tameika Isaac Devine arrived at 4:09 p.m. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

Upon a motion made by Mr. Runyan and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:17 p.m. for the discussion of **Items 1** and **2** as outlined.

EXECUTIVE SESSION

1. Discussion of negotiations incident to proposed contractual arrangements - *This item was discussed in Executive Session. No action was taken.*
2. Receipt of legal advice which relates to a matter covered by attorney-client privilege - *This item was discussed in Executive Session. No action was taken.*

Upon a motion made by Mr. Davis and seconded by Mr. Runyan, Council voted unanimously to adjourn the Executive Session and to convene the Work Session at 3:57 p.m. Mr. Newman was not present at this time.

CITY COUNCIL DISCUSSION / ACTION

3. Council is asked to approve the allocation of \$25,000 from the Fiscal Year 2012/2013 City Council Contingency Fund to the River Alliance. - *Approved*

Councilor Plaugh said the Contingency Fund was set aside for an external auditor to look at aspects of city government and we need to have some oversight in order to be good stewards.

Mayor Benjamin said we are right there with developing the Three Rivers Greenway and the River Alliance has done a great job helping shepherd this plan; we need to keep moving forward with this. With prospective contributions, he asked the City Manager to ensure that we continue with the accountability measures for all partners.

Upon a motion made by Ms. Plough and seconded by Mr. Baddourah, Council voted unanimously to approve an allocation of \$25,000 from the Fiscal Year 2012/2013 City Council Contingency Fund to the River Alliance and to use the balance of funds to hire an external auditor to provide an internal audit function.

Mr. Jeff Palen, Chief Financial Officer noted that less than \$30,000 would be left in the fund.

Mayor Benjamin asked Council to provide specific questions to the City Manager so that it is included in discussions with the prospective consultant.

Councilor Plough asked that staff come back with something for Council to consider.

▪ **Mr. Davis left the meeting at 4:04 p.m.**

4. Update on City Hall Renovations – Mr. David Knoche, Director of General Services

Mr. David Knoche, Director of General Services reported that there are several projects underway at City Hall; the biggest project is Council Chambers, which will be complete towards the end of August. He explained that the original change order in the amount of \$378,875.00 was to open the ceiling up and remove both drop ceilings; the second change order in the amount of \$14,675.00 was to open up the round windows on both sides and it required the installation of glass as recommended by the Design Development Review Commission; it cost \$29,180.00 to remove and repair the skylight; the specialized lighting was more expensive at a cost of \$23,204.00; and television production lighting was added at the request of the Public Relations Department for an additional \$15,627.00. He noted that the original project was set up for \$986,000 and we anticipate coming in under budget.

▪ **Ms. Devine arrived at 4:09 p.m.**

Councilor Plough inquired about Fund 403 from various sources.

Mr. David Knoche, Director of General Services explained that there were several projects with leftover funding from past years and former City Manager Steven Gantt allowed staff to pull those funds together.

Councilor Devine confirmed that there were street scaping projects that former City Manager Steven Gantt zeroed out and put that money into a fund.

Councilor Plough asked about the asbestos abatement.

Mr. David Knoche, Director of General Services said it was a capital improvement project last year to remove asbestos from City Hall; it will be an ongoing CIP.

Councilor Plough said that a nice article was written about the restoration work at City Hall. She said the article referred to \$1 million and she did not recall Council ever approving that. She said it would be helpful to have a budget tracking sheet on projects going forward.

5. [Fiscal Year 2013 / 2014 Proposed Budget](#) – Ms. Melisa Caughman, Budget Director

- Follow Up Items
 - River Alliance

Ms. Teresa Wilson, City Manager reported that she communicated to Mike Dawson that Council is willing to continue with the funding request; however it must be based upon an annual agreement and not the 1995 agreement they reference. She added that the annual agreement will be based on present day deliverables to be managed by Mr. S. Allison Baker, Senior Assistant City Manager. She acknowledged that there are an abundance of opportunities with the Greenway and there shouldn't be a problem establishing the right deliverables for the agreement for fiscal year 2013/2014. She noted that she has not received a response from Mr. Dawson.

- Security Cameras; Police & 911 Increases; and External Requests

Ms. Melisa Caughman, Budget Director said this is the third budget workshop and they needed to follow up on items from last week's meeting. She stated that the installation and annual maintenance of security cameras total \$700,000; the balance of the River Alliance funding request is \$25,000; the 3.33% mid-year salary increase for Police and 911 staff effective January 2014 is \$400,000; and they are recommending a \$100,000 contingency/funding for external requests for a total amount of \$1,225,000. She presented the recommended funding options to include the use of emergency reserves in the amount of \$750,000; seizure funds in the amount of \$25,000; hospitality funds in the amount of \$100,000; eliminating the fuel and electricity reserve in the amount of \$100,000; reducing the Detention Center line item by \$50,000; and reducing the allocation for general capital projects by \$200,000.

Ms. Teresa Wilson, City Manager explained that the total funding request for the River Alliance is \$50,000 for fiscal year 2013/2014 and the recommendation is to fund \$25,000 from the Hospitality Tax Fund and \$25,000 from the General Fund. She noted that there may be a potential to offset funds from the reserves.

Mr. Jeff Palen, Chief Financial Officer reported that the savings from the parking bond refunding could help pay for the cameras as a one-time cost.

Councilor Baddourah inquired about the 3.33 % mid-year increase for Police and 911. He thought they approved increases for Fire, Police and 911 at the same time.

Ms. Melisa Caughman, Budget Director said it would be for half of a year beginning January 2014 and \$800,000 would need to be budgeted for fiscal year 2014/2015. She said the Fire Department has been addressed and it is included in their proposed budget.

Councilor Plough requested a list of all reserve funds in this budget, from all funds.

- **Mr. Newman returned to the meeting at 4:32 p.m.**

Councilor Devine inquired about the per diem paid to the Richland County Detention Center. She recalled asking that it be reduced. She wants to make sure that staff is comfortable with the reduction.

Ms. Melisa Caughman, Budget Director said they looked at last year's actuals and they felt comfortable with the \$450,000. She noted that \$250,000 would be left in the emergency reserve fund if the \$750,000 is used.

Councilor Plaugh said she is thankful for all dedicated emergency service personnel, but we shouldn't proceed to make adjustments without a compensation and classification study so that we know we are appropriately adjusting salaries; it's not right to single out a group of our very valuable city employees to the exclusion of others that are equally valuable.

Councilor Baddourah insisted that the discussion was to make sure the Police Department's increase was equal to the Fire Department and starting at the same time; you are discriminating between the departments.

Ms. Teresa Wilson, City Manager explained that she was directed to look at a 6.67% increase to the Fire Department based on a previous study. As she worked with the Fire Department, it became apparent that it's not just about salaries; there are also concerns with health and wellness; infrastructure; and upward mobility and career advancement. She said the Fire Department identified funding in the current year's budget that will also be used for a city wide compensation and classification study for the benefit of all departments. She noted that the discussion came up about Police and she suggested that they also look at 911. She said Council voted to move forward with the Fire increases and what was doable in next year's budget for Police and 911.

Mayor Benjamin said this is being done in the confines of the budget as advertised.

Councilor Plaugh requested the minutes of action taken and plans approved by a previous Council.

Ms. Melisa Caughman, Budget Director said it was the Public Safety Recruitment and Retention Plan.

Councilor Devine recalled that Council approved annual increases for Police and Fire; it was implemented one year; and the next year there were issues with GASB45 and other finances; therefore, the rest was never implemented. She is comfortable with moving forward with staff recommendations.

Councilor Baddourah reiterated his concerns of discrimination between the Fire Department and the Police Department.

Councilor Plaugh asked that Council look at the priorities of the strategic plan as we deal with external funds.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted ~~five (5)~~ four (4) to ~~one (1)~~ two (2) to endorse staffs plan to fully fund the proposed installation of security cameras and annual maintenance in the amount of \$700,000; the River Alliance at \$25,000; the 3.33% mid-year increase for Police/911 at \$400,000; and a \$100,000 contingency/funding for external requests for a total amount of \$1,225,000. Voting aye were ~~Mr. Davis~~, Ms. Devine, Mr. Newman, Mr. Runyan, ~~Mr. Baddourah~~ and Mayor Benjamin. Voting nay were Ms. Plough and Mr. Baddourah. Mr. Davis was not present for the vote.

Ms. Teresa Wilson, City Manager suggested that staff bring back all external requests for Council's consideration.

Mayor Benjamin suggested that staff articulate to the usual requestors that their official request must be submitted to the City Manager for consideration by a date certain.

A motion made by Mayor Benjamin and seconded by Mr. Runyan to approve the funding requests for The Children's Garden, Good to Great, Reality Check, the Lourie Center and Alston Wilkes, was withdrawn.

A motion made by Mayor Benjamin and seconded by Mr. Baddourah to approve funding in the amount of \$25,000 for the Lourie Center and \$5,000 to Alston Wilkes, was withdrawn.

Upon a motion made by Mayor Benjamin and seconded by Mr. Runyan, Council voted unanimously to meet on July 9, 2013 and the cancel meetings scheduled for July 2 and 16, 2013.

- Proposed Hospitality Tax Bond

Ms. Melisa Caughman, Budget Director recalled that City Council expressed an interest in leveraging Hospitality Tax bonds for several projects that are not yet complete or finalized. She explained that for every \$1 million of bond proceeds, the annual debt service is approximately \$70,000 and issuance costs are approximately \$400,000. The following projects have been discussed: White Water Center, Busted Plug, a catalyst recreation project in North Columbia and annual operations and maintenance costs.

Councilor Runyan said that the Arts and Historic Preservation Committee discussed this last week and will continue discussing the metrics for judging a legacy project and quantifying the return on investment. He explained that the White Water Project would make use of the asset of the Canal and its stored water elevated above the river. He said the committee will look at comparable projects done in other cities along with the cost and benefit of such projects.

Councilor Newman said we can't make the determination on the projects, because this is in the early stages; we hope to have a recommendation to the full Council next month.

Councilor Devine asked about the definition of a legacy project.
Councilor Runyan said they will discuss this at the next meeting.

Mayor Benjamin said they are looking for economic multipliers and each project has to measure up on its own individual merits. He said we made a commitment to the numerous groups that rely on our hospitality tax competitive funding process and we hope to significantly grow the pot; we will have further discussions about the reserves. He anticipates that the larger projects would have regional cooperation.

Councilor Plaugh asked that the strategic plan be discussed; it is important to look at the big picture and connectivity.

Mayor Benjamin said there is \$7 million in the penny for the downtown portion of the Greenway; we have two pieces left. He suggested that some of the costs for a White Water Center could be funded by a portion of the penny. He reminded the Council that they needed to move forward with the Busted Plug.

Councilor Baddourah asked if the debt service is it interest only for the first year or does it balances out.

Councilor Runyan said it is important to cut the debt service in half; it's a generational opportunity to make a power return on investments.

Ms. Melisa Caughman, Budget Director suggested that they discuss the Hospitality Tax allocation with the Arts and Historic Preservation Committee.

Mayor Benjamin asked about the gross anticipated for this year.

Ms. Melisa Caughman, Budget Director said the gross of the budget alone is \$600,000; we are projecting \$9 million in collections. In closing, she outlined the upcoming budget schedule with a Public Hearing on May 21st.

- **Mr. Davis returned to the meeting at 5:19 p.m.**
 - Build Columbia: Strategic Program Assessment and Visioning

Ms. Teresa Wilson, City Manager said that it is important to look to the future as we plan. She presented the Build Columbia – Phase 1 Program Assessment and Visioning. She said that you can only begin to do better and accomplish what we plan to over the next 3 to 5 years, if we begin to look at budgeting differently. She said that we must understand the impact to our resources and our costs and this is the direction I would like to work with staff on. She noted that with the many budgetary constraints, we can't grow and transform unless we look at how we are doing things differently.

Councilor Plaugh said this is transformative and it takes us in the right direction; this looks like it took a lot of work and a lot of people along with your vision to move us through this; and you used the strategic plan for this road map. She said we are still missing community input.

Councilor Davis concurred with Ms. Plough, noting that this includes approaches for efficiency and connectivity across departments and more communication; it is a very good start in that there is a neighborhood component and I can see where it's going; that makes a more wholesome city. He said the economic engine originates in the city core and there must be a partnership around the neighborhood as we look at the quality of life process.

Councilor Newman concurred also. He thanked the City Manager for her work. He said that Ms. Wilson mentioned this before to Council and she did mention different ways of discussing this with the citizens. He encouraged the City Manager to expand on this. He said it serves us well to have residents look at this and it can be beneficial to everybody.

Mayor Benjamin said it is very well done and visionary. He said that several of the resource documents had citizen input, but moving forward we need to make sure that continues to be the trend. He asked that parking be added as part of the downtown transformation. He asked if we want funding for transforming the city at more than 10%.

Ms. Teresa Wilson, City Manager said yes, we want to have that dialog with Council, but we also want the data to support the numbers.

Mayor Benjamin said we've been good at chasing federal dollars over the years, but we haven't been as aggressive in tracking down philanthropic dollars; I would love to chase more philanthropic dollars.

Councilor Davis said that the Bloomberg Foundation has been great at funding.

Ms. Teresa Wilson, City Manager said we look forward to providing a budgetary document on May 21st. She noted that our staff does a lot with little; we have to learn to utilize each other and the resources that we do have to get to where we need to be.

Upon a motion made by Mr. Newman and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:51 p.m.

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

Respectfully submitted by:

Erika D. Moore
City Clerk



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: City Clerk

FROM: Erika Moore

SUBJECT: Minutes of July 1, 2013

FINANCIAL IMPACT: Minutes to review

SUMMARY:

Please review the Special Called Meeting Minutes of July 1, 2013.

ATTACHMENTS:

- MN_07_1_2013_Draft (PDF)



CITY OF COLUMBIA
CITY COUNCIL MEETING MINUTES
MONDAY, JULY 1, 2013
2:00 P.M.
EAU CLAIRE PRINT BUILDING
3907 ENSOR AVENUE

5.a

The Columbia City Council conducted a Public Hearing on Monday, July 1, 2013 at the Eau Claire Print Building, 3907 Ensor Avenue, Columbia, South Carolina. The Honorable Stephen K. Benjamin called the meeting to order at 2:38 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

BULL STREET CAMPUS DEVELOPMENT AGREEMENT

ORDINANCES – FIRST READING

1. **Ordinance No.: 2013-072** – An Ordinance to approve pursuant to Section 6-31-30 of the Code of Laws for South Carolina, 1976 as amended, a Development Agreement between the City of Columbia, South Carolina and Hughes Development Corporation, as equitable owner and developer, of approximately 165 acres of land within the City of Columbia, commonly known as the Department of Mental Health's "Bull Street Campus" – *Approved on first reading by a vote of four (4) to three (3).*

Mayor Benjamin presented the Bull Street Campus Development as a historic partnership for a historic project. He recalled that the State of South Carolina, the City of Columbia and the Central Carolina Community Foundation held a charette in 2005; in 2007 the Supreme Court ruled that the Department of Mental Health could sell the property; NAI began marketing in January 2009; City Council appointed the Bull Street Property Advisory Committee later in 2009; a year later Mr. Hughes put the property under contract; the Board of the Department of Mental Health approved the sell seven (7) months later; the revised Bull Street Planned Unit Development (PUD) was approved by City Council in October 2012; and on June 24, 2013, the City released the Bull Street Development Agreement. He outlined the economic development benefits of Bull Street as derived from the Miley report; staff's review of public investment for BMW and Boeing; and what the project brings to Columbia. He reviewed the city's commitment to infrastructure for the project along with other benchmarks. He reported that the development agreement protects 74% of the property's historic structures along with the city's waterways and wetlands. He outlined the concessions/donations being made by Hughes Development. [Click here to view Mayor Benjamin's presentation.](#)

- **Council opened the public hearing at 2:36 p.m.**

Ms. Cathy Hearn said that her father worked at the State Hospital for 40 years and they lived in Cottontown. She said it is great that someone is going to finally develop it; it has sat there for too long. She said that the ballpark is a good idea and maybe a couple of hotels, but she is not sure about the houses.

Dr. John Ruoff said as an owner of a research and policy analysis consulting firm, he is active in baseball and baseball research. He said that public funding of baseball stadiums is a terrible public investment based on a large body of academic research. He said that minor league baseball is not a destination and you may be lowering total income, because the teams tend to be owned by outsiders. He said researchers are clear that there is no positive discernible effect on income or economic growth.

Mr. George McMaster, Esq., Tompkins and McMaster Law Firm said that neither the firm nor his family has a financial interest in this project. He said that a long process went into this exceptional contract and Bob has the capacity and track record of a brilliant development that revitalized downtown Greenville. He said that there has been criticism about the city putting in the infrastructure, but it will be done in phases and it is needed anyway. He said that the Mayor is being criticized, but somebody has to take the lead on this. He stated that whatever we do is better than having that magnificent piece of property sitting there doing nothing. He endorsed this project, wholeheartedly.

Mr. Ike McLeese, President of the Greater Columbia Chamber of Commerce said this is a game changer for Columbia. He urged Council to support this agreement. He noted that 74% of the total square footage on the property is protected by this agreement. He stated that there isn't another developer standing in the wings to come forward with either the reputation or the financial wherewithal to achieve this project. He said if this doesn't happen there are rumblings that the Legislature will take this property off the market and mothball it for future use, leaving it off the tax rolls and the historic buildings to rot. He urged the Council to move forward with this project and the agreement, as is.

Mr. Tom Felder, Banker appeared on behalf of the Small and Minority Business Council. He said they continue to serve as an advisor to the Chamber leadership on issues concerning growth and development throughout this region. He said that Columbia's public investment is over a billion dollars in annual economic impact, millions of dollars in additional revenue for the city and thousands of new jobs; this is a game changer for our city. He noted that this is a phased development, which defers costs over several years. He said the agreement makes for a public private partnership, which promotes economic growth and this is a boost for small and minority businesses, retail and people living, working and visiting in downtown Columbia. He stated that the structure of the financial systems will provide for sustained growth; will solidify the project; and help make this project a success. He further noted that an enhanced tax base will provide increased revenue for Richland School District One. He stated that this is good for our city, our region, the preservationists and certainly all of us.

Mr. Dave Almeida, former Executive Director and current volunteer of the National Alliance on Mental Illness (NAMI) said the organization is dedicated to advocating on behalf of people with mental illnesses and their families. He said the SC Supreme Court cleared the way for the sale of the State Hospital property. He noted that the court also made it very clear that the property is a charitable trust; therefore, the proceeds from the sale must go back to the Department of Mental Health to be reinvested into services for people with mental illnesses. He said nearly 200 years ago South Carolina was one of two states to truly embrace its moral obligation to provide services, treatment and care for our citizens with mental illnesses. He explained that Col. Samuel Farrow and Maj. William Crafts successfully contended with their colleagues in the legislature to appropriate money to create and fund what is now the State Hospital on Bull Street. He said that Robert Mills did an exceptional job building this refuge and therein is the problem. He said the dreams of those champions have now become hijacked by preservationists who care more about the wellbeing of buildings than the wellbeing of people. He called upon Council to move forward with the sale of the Bull Street property; to make good on the court's ruling, which will provide much needed funding for the underfunded Department of Mental Health; and to place people before buildings, because it is the right thing to do.

Mr. Terry Williams, C.P.A., said he owns the closet business to the State Mental Hospital property at the corner of Bull and Calhoun Streets. He said the developer needs to be down there after 5:00 p.m. to see the prostitution, public drunkenness and drug deals that go on outside his window every night. He said his firm saw the vision of the Bull Street property being developed and he wants to see this project happen, but in the past five to ten years, there has been a constant deterioration of that corridor. He told Council you are either for economic development and will put more businesses there or become the homeless center for the southeast.

Mr. Michael Kahn, Architect said that he served on Duany's design team and he knows about the land, its potential and size. He said as a property owner and as a designer, he wants the right thing done; he wants the project to be built, because it is great for the city and the Midlands. He expressed concerns about the ballpark. He thought the ballpark was being pitted against preserving the Babcock Building and would argue for keeping the building, because it has a lot of historic value. He admitted that he would stand to benefit from the ballpark, but he is concerned about parking, traffic and how it would be positively integrated into the community. He recommended that a much better land use would be developing trails and things that don't take up as much land or require as much parking and can be used by everybody year round.

Mr. Nathaniel B. Land, Jr., said he spent 31 years as a planning and zoning staff person for the city and he lived and breathed the Duany Plan; he attended 90% of the public meetings; participated in the subsequent review and approval of the Duany Plan; and he was part of the annexation and development of the Harbison area. He said that he hasn't seen a generalized land use plan to explain the form based codes. He noted that the Duany Plan had a lot of that spelled out. He expressed concerns about

the lack of specificity on the roles of the Design Development Review Commission (DDRC) and planning staff in reviewing this. He doesn't agree that 17 buildings should be saved. He doesn't see a role for the DDRC in reviewing demolitions or changes to other buildings. He is concerned about the lack of openness and accountability for the developer and about the city providing infrastructure. He said the size, timing and nature of the subsidies are a concern. He asked if we have to buy the property that we are putting the park on. He hopes that Mr. Hughes is successful. He asked Council to post all documents pertaining to Bull Street on the web and give people an opportunity to review and comment on all documents. He suggested that they defer a final vote for at least two (2) weeks.

Mr. Chester DePratter, Ph.D., Archaeologist for the South Carolina Institute of Archaeology and Anthropology at the University of South Carolina expressed concerns about Camp Asylum, the Civil War Prison Camp on the Bull Street property. He said that the plan takes no notice of Camp Asylum and that is a grave error. He asked Council to amend the development agreement to include preservation or excavation of Camp Asylum. He said that a survey project needs to be completed to determine what remains in the Camp. He said that the SC Institute of Archaeology and Anthropology stands ready to assist in this work.

Mr. Jim Pagett thanked the members of Council for making this project a reality. He expressed concerns about the city investing \$60 to \$70 million over a period of time and scheduling the public hearing during the week of July 4th at 2 p.m. while many concerned citizens are at work or on vacation. He respectfully suggested that Council schedule another public hearing, possibly on a Saturday morning in September or at 6 p.m. He wants to see the project succeed, but the citizens of Columbia have the right to understand what we are getting into. He said that public private partnerships don't always mean equal partners with equal risks; public entities should help facilitate deals and the private sector can help bring in capital.

Ms. Lee Ann Kornegay, local filmmaker and chief advocate of 701 Whaley said she is excited about this project; this is going to be incredibly important for our city. She expressed faith in Mr. Hughes, even though she has never seen him. She wished Mr. Hughes was at the meeting and the press conference that was held to announce the deal. She said her father was an employee of the Department of Mental Health and her aunt was a patient there from 1951 to 1970. She wants to see something awesome happen there. She said one of the unique things about the property is the village feel that it has. She expressed concerns about the developer being able to offer the Ensor, Bakery or Laundry Buildings to the city for relocation as long as the relocation occurs within the developer's schedule. She said that it doesn't seem to make sense that we would buy and relocate those buildings; it would certainly jeopardize their physical integrity if we tried to move them; and it would certainly diminish their historical significance with the property. She asked Council to amend the agreement by listing these buildings as precedent structures, setting them up to be reused rather than relocated or demolished.

Mr. Todd Stuart sought to dispel the myth that if you are a preservationist, you are not for economic development. He said that preservationists truly believe that the historic buildings add to the project. He acknowledged that he hasn't read the development agreement. He asked Council to postpone the vote on this and have more public hearings. He is concerned about not seeing a plan before the development agreement is signed; we should know what we are buying before we buy it. He said that Council's job is to make sure that the developer doesn't do something to decrease the future value of the property. He noted that the PUD will allow the developer to survey the trees and then cut them down if it's in his best interest.

Ms. Elizabeth Marks, Robert Mills Historic District resident said that the Bull Street development is at their northern boundary and what happens on that development affects them profoundly. She asked Council to take it to the next step; don't rush into a vote today; review the development agreement more carefully; make it more favorable to the city; and put more balance in it. She said there has been a lot of citizen input, but not enough of it has found its way into this development agreement; none of the Duany Plan is included in the PUD or the development agreement; the Bull Street Committee met for a year and produced a document that was never approved by Council or acknowledged by the developer. She recalled that City Council, staff and many others spent two (2) years putting together the Comprehensive Plan for Columbia, which clearly states many open minded things that should be done in implementing a PUD, but the Bull Street PUD and development agreement trump the city's Comprehensive Plan (*Section Q Hierarchy of Documents*). She said there is no language in the PUD that gives leverage to the city in planning and there is no master plan; we don't have a clue as to what the developer is going to do with the property; and we need to put daylight on top of the development agreement and the PUD.

Mr. Eric Dickey said he came back from vacation for this meeting. He is tired of Columbia wanting to be like Greenville and Charleston. He said it is time to act; we've been planning for years; Mr. Hughes is renowned and he's not leading you down a primrose path for nothing; he wants to make a profit and the time is now.

Ms. Rebecca Haynes, President of the Earlewood Community Citizens Organization appeared on behalf of the Conservation Voters of South Carolina. She expressed an interest in the environmental aspects of this. She said we talk a lot about the buildings and the people, but we are not talking about the footprint and the potential environmental impact of this development, which is on top of Smith Branch, which is the stream that feeds into our drinking water source. She said it is important to do this right. She enjoyed reading that they will daylight Smith Branch and initiate stream restoration, but then she read about storm water ponds. She said we need to look at progressive storm water management on this site. She said they are still working out the kinks of the storm water management ordinance, but she wants to make sure that has a play in this development. She asked why take up useful acreage with storm water retention ponds when we could use green infrastructure. She said this is our opportunity and we need more specifics; we have a little bit to be hopeful about. She hopes to be a voice for Smith Branch.

Mr. Andy Whitfield, Columbia Tree and Appearance Commission member thanked Council for listening to some of their suggestions. He acknowledged that some of their language was written into the agreement. He said they are alarmed that the current language will allow for a net loss of tree canopy on the site. On behalf of the committee, he suggested that they refer back to the current city landscape ordinance that offers protection to mitigate and replace trees.

Ms. Gareth Fenley said she loves to travel and she loves cities and downtowns. She supports this project and feels that there has been enough light and process. She agreed that it's time. She doesn't have any particular nostalgia for the buildings on the campus. She said tear them down.

Mr. Richard Burts said that no one is trying to stop any kind of development on this site. He hopes that everyone who wants to act understands that we are taking a look from the public eye and making sure it looks good. He said that the cost per acre appears to be \$90,000 and he would like for staff to put those figures out there to include the city's contribution at \$140,000 per acre. He said we are paying a high price if we don't keep the historic section of the Mental Hospital intact. He said there is no mention as to when the historic structures will be addressed. He said the public money should be partially used as a trigger mechanism for when the Babcock and its wings get a plan for development. He said the contract between the developer and the Department of Mental Health provides that the Department holds the parcels until the developer decides to purchase or assign his interest. He noted that the contract also says that the Department will maintain the buildings and the grounds. He asked who will maintain the parcels if the developer doesn't buy them. He said the Department doesn't have the funds to stabilize or mothball the historic structures and the structures are not afforded the necessary protections. He said if the development agreement is signed now, it's like pooling a demolition permit for these buildings, because they can't be easily moved and if you do move them, they will lose historic significance of where they sit on the parcel. He asked that Council allow more time for citizens to speak.

Ms. Kathryn Fenner, Esq. asked Council to delay this, because it is very hurried. She recalled working on the Market Common Project in Myrtle Beach for the attorneys that are representing Bob Hughes and they knew who the retailers were going to be and they knew what the buildings were going to look like. She said the idea behind the Enabling Act was that developers would have the right to know that Council wouldn't change zoning on them. She cited Section 6-31-60. She said she spent a lot of time trying to figure out what uses are permitted from various people within and without City Hall. She said there are concerns about how the PUD was passed. She said this is a meta-agreement and we need to know more about what's going in there.

Ms. Susan Creed, Cottontown resident asked why this is being hurried and if they will ever get answers to their concerns. She asked how you can make a final decision about something we know nothing about; so many of us don't know what we are getting.

She asked Council to please postpone this. She said that her major consideration is the city I live in and the way my elected officials relate to me.

Ms. Wendy Wells said there are so many different projects being done in so many areas of this city and public money is being given without the proper consideration or interest due back to the city. She said she has only given to the city, but she hasn't been given any consideration. She urged Council to slow this process down.

Mr. Carlos Anrrich said that he lived at the State Hospital in 1968 where his dad was the first Cuban doctor. He said there is a lot of history for first generation Americans in this place; it is a little town in the City of Columbia. He said that the place is deteriorating and by the time we make a decision, the trees will be gone. He wants to see something done here and he wants the money to go to NAMI. He urged the city to do something to make it beautiful and to preserve as many trees as you can along with some of the buildings.

Mr. Bill Chamblin, Conley Development said they met with Hughes Development and generally support their idea. He hopes in negotiations with Mr. Hughes that the city has considered incentives and caveats that give advantages to using local businesses. He also hopes that Council is comfortable with the succession plan for Hughes Development.

Ms. Cynthia South, President of the South Company, Sustainable Midlands Board Member and a former member of the Columbia Tree and Appearance Commission said this is the most exciting project she has ever seen. She suggested that the project needs to have a very good school in order to be successful, because she has seen families move out of Columbia in search of better schools.

Ms. Rosie Craig said she makes money on historic preservation and we all believe in doing what is in the best interest of our city. She said this is the only state in the union with three capitals and she is ready for Columbia to own its wonderfulness with the good, the bad and the ugly. She insisted that this makes us know who we are and allows us to step into the future. She asked the Mayor to tell Mr. Hughes that the Planning Commission, the Design Development Review Commission and other nice people are counting on those 17 buildings being saved, because they keep the story of our people. She expressed her admiration for Mr. Hughes, because of the Greenville development. She noted that Greenville wishes they had kept more of their historic architecture; once it's gone, it's gone.

Ms. Robin Waites, Executive Director of the Historic Columbia Foundation explained that before Bull Street was offered for sale by the State of South Carolina, there were various groups in this community that made serious attempts to encourage the protection and preservation of the historic core of the campus. She said the community has long held this site to be important in defining the character of this city and this state. She recalled that in 1993, the city sponsored a citywide architectural survey and historic preservation plan by Dr. John Bryan, which recommended expanding the

number of national register and local landmarks listed sites on the SC State Hospital grounds to include all of those that have been listed in the subsequent plans. She further recalled that renowned urban designer Andres Duany offered a plan that called for the preservation of thirteen (13) historic and significant buildings. In 2009, the Planning Commission and the DDRC recommended that City Council approve a historic overlay for the Bull Street Campus; this proposal was withdrawn by Council in October 2009. She cited the minutes wherein this action was taken along with the appointment of a citizen's advisory committee to develop guiding principles for the development agreement. The recommendations were completed in August 2012. She said that conversations on how to protect this unique campus have been going on for two decades. She asked how those conversations have been incorporated in the development agreement. She insisted that the buildings selected are the easiest to reuse; they are not the most architecturally significant or the most culturally compelling buildings. She said we are allowing the developer to tell us what the most important buildings are. She said they want the site to be developed and are excited about what's to come. She urged Council to provide protection for the historic assets of the Bull Street Campus and amend Section 17(h) to expand the list of precedent buildings to those that were in the 2009 proposed overlay.

Dr. Lydia Brandt, Professor of Art and Architectural History at the University of South Carolina said that she leads a group of graduate and undergraduate students in ongoing research on the history of the Bull Street site. She has overseen considerable research and documentation of this site in the past two (2) years. She said that Columbia has an opportunity to bring to life one of the most fully intact asylum villages in the country. She said the Bull Street Campus as it stands today is significant to national, state and local history according to the standards of the National Register of Historic Places. She said once buildings are demolished or moved to another site, the integrity of the whole will be seriously jeopardized. She asked Council to expand the list of precedent structures in the proposed development agreement to include all of those recognized in the overlay district deferred by Council in 2009. She described how the myriad of buildings tell stories of the ways in which Americans have understood and treated mental illness from the early 19th century until the end of the 20th century. She said that the preservation of these buildings is not incompatible with the development of the campus. She asked Council to defer a decision until they decide to include the buildings identified in 2009.

Ms. Erin Holmes, American History Doctoral Student at the University of South Carolina said she documented the architectural history of the Bull Street site along with Dr. Brandt. She said the demolition of the buildings included in the 2009 proposed overlay district would severely limit our understanding of the Bull Street Campus. She said the Parker Annex was built in 1910 behind Babcock to house African American patients and it is the only building representing the history of segregation on the site. She described how the buildings served the campus and the community while allowing patients to work as part of their treatment and as a means of gaining skills for lives outside of the asylum. She said that in the 1930s, Bull Street sought to reshape public opinion through architecture and developed an oppositional

campus centered on the Williams Building. She described how the buildings were used throughout the campus over the years. She said in determining the fate of Bull Street, it is imperative that we consider the pieces of the historical narrative that might be lost because they were deemed unimportant, too complicated or simply not in line with what we wanted at a given moment. She asked Council to defer approval of the development agreement until it addresses these buildings and considers how their potential loss will shape Columbia's legacy as a place that preserves and celebrates its past.

Mr. Mike Bedenbaugh, Palmetto Trust for Historic Preservation said that preservation of our places creates the reason for development to happen and it creates the reason for people to want to come to a place. He doesn't understand where 74% comes from; he said that it appears to be 50%. He said all of this misses the point of what we are trying to do when we talk about preservation. He said the spirit embedded in the landscape is what makes a place. He said the city adopted a Comprehensive Plan to set the foundation for new projects. He said that under the community and facilities matrix the city is advised to require the adaptive reuse of existing buildings before new community facilities are constructed. He said the economic development matrix advises the city to maintain historically significant buildings that can be redeveloped for economic activities. He further noted that in the Comprehensive Plan, 100% of the Bull Street property is designated as a landmark parcel. He said that preservation is all about the human element and he asked Council to consider this in the development agreement.

Mr. Bill Manley said he and his wife have been a part of the city and the Eau Claire Community for 61 years. He said that \$31,250,000 to \$70 million is the expected investment from the city. He asked where the citizens fit into this plan. He said that the Columbia City Council has ignored the citizens of Columbia. He asked if property taxes and water and sewer rates will increase. He asked Council to ride up Main Street to Elmwood Avenue where there is a lot of vacant commercial space and land. He referenced a January 23, 2013 article in the State Newspaper that said that City Council will hire a lawyer against its own Board of Zoning Appeals. He asked Council to hire a lawyer for the citizens of Columbia to understand what this plan does to us. He said it's not what you see, it's what you don't see; it's not what you hear; it's what you don't hear.

Mr. Floyd Brown as an owner of a local startup company, he said he would like to participate in the recycling efforts within the project and would like to be a protégé to Bob Hughes. He recommended that the property contain a museum to preserve the history of the property. He said a major league team would be more economically feasible for Columbia.

Ms. Valerie Marcil said that she has a background in historic preservation and archaeology and she supports developing the Bull Street property as a vibrant and urban cluster. She said a lot of the elements are in place, but we need more time. She is concerned about historic properties and the baseball stadium. She asked Council to

remain cognizant about what makes a vibrant community, which includes maintaining human scale; maintaining historic properties; and making people feel safe to walk, live and work. She said that we have a gold mine potential in the historic properties; it's not just about the buildings; it's about the people that were there and those that will come. She would not want to live next to a stadium; it will cause traffic congestion and discourage people from living there. She urged Council to think carefully about what we want Bull Street to look like and what it will take to make that happen; let's not rush into things and be sloppy about it.

Ms. Jeannie Eidson, Member of the Livable Links Initiative said that she attended every meeting, hearing and workshop related to the Bull Street property and was instrumental in bringing in a consultant to educate the Council on form based codes and she obtained a grant that would provide additional consultation if needed. She agreed with the Mayor in that Bull Street Project is unparalleled in its size, scope and the potential that it holds for our city; it is the largest project of its kind east of the Mississippi and probably in the nation; it's a true game changer; and it will fundamentally reshape our city for the better of our generations to come. She said she has no more tangible insight on the vision of Bull Street than when she attended the first Planning Commission hearing. She said we need to know the details of the plan, if there is a plan. She said that the city and the citizens have asked Mr. Hughes to provide details from the very first Planning Commission hearing. She said this has been a long process and it is time for Mr. Hughes to share his vision. She said the Council has shown great support for its citizens on various issues. She said that the level of detail on the preservation, protection and visioning of those sites should also apply to the Bull Street property. She is supportive of form based codes, but the true use of the code concentrates on community visioning; it works by doing the hard work upfront and building consensus. She said they want the site to be developed; the agreement is a good first draft; but Council needs to postpone voting until they incorporate the concerns voiced in this public hearing.

Ms. Jan Gilligan said she is here today to jog the conscience of the Mayor and the developer. She said this capital city can provide state of the art research with mental health therapies. She said it was the wish of the donor of the Bull Street property that it always remains for the use of mental health. She said that Robert Mills built a state of the art facility for people with brain illnesses in the late 1800s and we can far exceed his innovative ideas for providing a mental treatment center as outpatient services. She said that many mental health professionals are accepting no cure for most mental illnesses, but this can be proved wrong. She urged Council to think of preventing criminal behaviors and other illnesses. She said this beautiful property is intended to be used for the treatment of mental illnesses. She hopes that MIRCI, NAMI and all other mental health providers will cooperate fully with providing services at this site.

Rev. Wiley Cooper said he saw an article in the State Newspaper that he hopes was inaccurate. He noted that there will be two (2) hearings on this, but if we don't hear something radical we will move ahead no matter what. He asked City Council if they heard something that they needed to research or listen to further or might cause a revision in this plan. He said that everybody here wants this to go forward and soon.

He asked if the information about the failure of baseball stadiums or the need for archaeological research on the war site is anything to give you pause or cause you to delay this vote tonight. He urged Council to act on the questions and get this right for the City of Columbia, its future, its integrity and for the sake of us moving forward together.

Ms. Ryan Nevius, Sustainable Midlands agreed with Rebecca Haynes about our storm water and best management practices; we have a chance to have a model in our city. She urged Council to take the Columbia Tree and Appearance Commission's words into consideration and make the suggested changes. She said that everyone here today has hopes and dreams for a world class addition to our city, but that takes a lot of hard work. She quoted the director of Place Makers as saying that the biggest Achilles heel possible for form based codes is failing to articulate a vision. She recalled that Nathan Morris from Place Makers said that a concrete common vision is not expressed in the Bull Street PUD and he expressed concerns about a vast amount of special purpose districts that were undefined and did not fall under the form based codes that were in the PUD. She suggested that the Bull Street PUD is not a plan for development; it serves mainly as a mechanism to consider development projects as they are proposed. She noted that the developer added student housing and manufacturing to the accepted uses, but she was told by the planning director that there isn't a definition within the PUD for manufacturing; it is permitted within the T5 zones, which can be applied anywhere except along Calhoun Street and in the Calhoun Street overlay. She asked if each Council member is comfortable as stewards of our city and its resources with the ambiguity of this plan. She asked if they would commit to buying property when undefined manufacturing could be next door. She asked Council to reconsider moving forward today and have more concrete discussions; she wished that Mr. Hughes was present to hear what we care about.

Mr. Toby Ward, Esq. said this is really big and you get to decide in large measure how that project will proceed. He spoke about honesty to citizens and fiscal responsibility to taxpayers. He noted that the enabling legislation requires the developer to show you a proposed use that you buy into. He agreed with the comments made by Mr. Land. He said it is premature for you to buy into this at this time. He said that the PUD is not attached to the documents that refer to it and the public is unable to discern what the proposed use is. He said that more work is needed. He suggested that the city use the development agreement as the funding mechanism it is and to get what the citizens want. He said that serious issues of public policy are called into play by this development agreement and the PUD. He said the ordinance would have the effect of legitimizing mandatory real estate commissions to the developer. He said it is a serious policy issue to allow a developer the right of first refusal when we are providing the funding. He noted that nowhere in this agreement are we demanding local, small business and minority participation. He said when we read this we don't know what is going to happen to the historic buildings. He said that Council is not telling the citizens where you are getting the money from to pay for this; you are creating a liability by entering into this contract that requires funding. He urged Council to not go

any further in approving this development agreement until you can tell us how you are going to pay for it.

Ms. Katie Riley, Jump Start University Two said that as a reading interventionist she comes in contact with parents, local businesses and neighborhoods. She said the Bull Street project is very important to them and they want to be involved at the grassroots level. She said there is an opportunity for the community to be involved; there are many job opportunities in those 17 buildings; and the grassroots organizations have the capability to come up with a grand plan as well. She told Council, if you can get the money for Mr. Hughes, you can get the money for us, too. She sought clarification on the number of acres and the 26% that is not covered in the contract. She asked that one-third of the jobs created from this project be reserved for the common use of the diverse residents here.

Mr. Dwight James, Member of the Columbia Branch NAACP submitted a letter on behalf of Dr. Lonnie Randolph acknowledging the city's role in advancing the Bull Street Redevelopment Project. He suggested that the city's procurement code overarch the development agreement; the city implement the city's current programs; and that the city incorporate assurances of the same in writing prior to signing the agreement. He implored Council to not try to be like Charleston; we can be better than Charleston. He recalled the major development on Daniel Island and urged Council to not replicate that experience for the people in this community. He said the NAACP is concerned about inclusion, fairness and opportunities for everybody. He urged the Council to hold fast to those distinctions and ensure that everyone in the community has an opportunity to participate.

- **Council closed the public hearing at 4:55 p.m.**

Mayor Benjamin said there were a lot of great comments, ideas and thoughts. He acknowledged that good ideas were laid out and those ideas will require further consideration and inclusion.

Councilor Davis recalled that there were discussions about the advisory group, its authority and the recommendations. He suggested that staff clarify the definition and authority of the advisory committee.

Ms. Teresa Wilson, City Manager said the agreement proposes that we would appoint a point of contact for the developer. She said that she will work with them phase by phase.

Ms. Krista Hampton, Director of Planning and Development Services recalled that at the beginning of the process, the Consolidated Review Committee (CRC) was a developer led committee, but staff felt that it vested a lot of power with the development led committee. She reported that the revised PUD establishes the same CRC as a city staff led committee. She further reported that there is a Design Review

Board, which is a developer led board and we are required to receive notice of their approval prior to acting on any application.

Councilor Davis said as discussions move forward we need to be as clear as possible, because people don't clearly understand how that works.

Ms. Krista Hampton, Director of Planning and Development Services explained that the current landmarks to include the central portion of Babcock and the historic wall will be reviewed by the Design Development Review Commission, because they are individual landmarks. She said the other structures that are designated as precedent structures will be reviewed by the Design Review Board, which is the development group.

Councilor Plough said that the developer will review the structures with his committee and they will make a decision.

Ms. Krista Hampton, Director of Planning and Development Services said that process would be used for any building designated as a precedent building.

Councilor Plough asked if buildings being added would be reviewed.

Ms. Krista Hampton, Director of Planning and Development Services said that the covenants and restrictions indicate that all new construction and anything that goes on within the Bull Street Development will be reviewed by the Development Review Board first.

Councilor Newman said the biggest part of the project is the economic impact aside from the cultural impact. He asked staff to identify how the procurement process will go in terms of small, minority and women owned businesses and what the city will control in terms of minorities, protégés and how the dollars will be spent.

Ms. Teresa Wilson, City Manager said she has discussed assurances in writing with Mr. Hughes and he has committed to endeavor to ensure that there will be minority, women owned, small, local business preference. She said that should be followed regardless of the city's policy; however, she also asked him to strongly consider including triggers and benchmarks. She recalled that the city is reviewing its Mentor Protégé Program and she would certainly like to see what we can get in writing.

Councilor Plough sought clarification on the amount of acreage.

Mayor Benjamin explained that if you subtract the Hall Institute and the surrounding property, you get the smaller number; the entirety of the property is 181 acres, but if you subtract the Hall Institute it leaves 165 acres of developable land. He said the Hall Institute will maintain the current use of the property for a period of time.

Councilor Plough asked if the city will end up buying the park property and what does that include. She said the agreement refers to the city buying the park and the tree alley at \$90,000 an acre.

Ms. Teresa Wilson, City Manager explained that the tree alley is where you enter the property off of Bull Street going towards the Babcock Building.

Ms. Krista Hampton, Director of Planning and Development Services said they have requested more specificity on the park, but it would be in the vicinity of Babcock.

Councilor Devine recalled from previous discussions that a park would be desirable due to the nature and size of this development. She said the details may not have been worked out, but there was a desire for there to be a city park on the property.

Councilor Plough asked if that is part of the day lighting of Smith Branch.

Councilor Devine said the day lighting of Smith Branch will be incorporated into our overall Greenway Plan. She said the intent is for there to be an opportunity for a public right of way along Smith Branch to connect to the Greenway.

Councilor Plough asked if we need to acquire that property.

Ms. Teresa Wilson, City Manager said they discussed a public park and the city is best equipped to add to our park infrastructure and that begins to take into account the phased approach, which requires specificity for each. She said they discussed a park on the site, but no specifics as to where at this time.

A motion was made by Ms. Plough and seconded by Mr. Baddourah to continue this public hearing until August 6, 2013 to give the citizens of Columbia ample opportunity to review the draft development agreement; to post the Planned Unit Development document online for review; and to re-advertise for the second public hearing.

A motion was made by Mayor Benjamin and seconded by Mr. Runyan to table the motion made by Ms. Plough.

Mr. Kenneth E. Gaines, City Attorney advised that the ordinance passed by Council and state statute requires two (2) hearings on a development agreement. He stated that the ordinance says that seven days' notice should be given for the first public hearing and 14 days' notice for the second public hearing. He said you must have the public hearing next week as advertised or we will have to start the process over again with two (2) notices. He suggested that Council could have a third public hearing and not give second reading to the ordinance at the July 9th meeting.

Councilor Plough asked Mr. Gaines what would happen if her motion should pass and the public hearing is carried into August.

Mr. Kenneth E. Gaines, City Attorney said we will have to republish the notice

Mayor Benjamin withdrew his motion to table Ms. Plough's motion.

Councilor Plough said she made the motion, because many citizens felt that this hearing was rushed and the public hearing on the 9th at 2 p.m. would be continuing this process that doesn't work. She said her effort to continue this public hearing is to get out of the cycle that the majority of our citizens don't want us to be in.

Mayor Benjamin stated that he knows that we are at a critical point for this deal and time is of the essence. He said in order to get this deal done and secure for the next 10, 20, 30, 40 years, the time to act is now. He said we have been discussing and deliberating for many years now; we heard good ideas today, but nothing that can't we resolve between now and the next public hearing. He said that at the end of the day when this is resolved, there will be folks who want more and some who want less. He said that it is important to understand that everyone had a voice, everyone was heard; the public input and conversation has been ongoing for a significant period of time; and at some point we have to decide to move forward. He insisted that we must build this city and we must make a commitment to move it forward boldly and aggressively.

Councilor Davis said we all agree that there is a need to make sure we have copious notes regarding the discussions and questions; both general and specific. He said it is important to show and prove that we can resolve those issues to the satisfaction of the individuals and the groups whom we are familiar with so that they do feel that we heard them; we listened; and we put forth the best effort to ensure that we do in fact deliver the best deal we have for the city.

Ms. Teresa Wilson, City Manager said it may be helpful for them to see the negotiations that have gotten us this far; there are some negotiations that weren't in there before; and precedent buildings such as the Bakery have been added. She said it has been a work in progress and we will work to address the concerns presented here.

Councilor Devine agreed that the document has evolved and this document has additional things from the document that was presented three (3) weeks ago. She said we need to look at the critical things that were discussed today; those are things that we cannot ignore and attempt to see if there can be an additional meeting of the minds. She stated that everyone wants this deal to happen and for the most part, 99% believe that Bob Hughes is the guy to do it. She said the problem is that we have a very lengthy document with several issues that may have gotten lost. She believes that Mr. Hughes agreed to an archaeological dig, but we need to go back and put that into place. She said we received public input today and we will continue to do so; we will have to move forward and get this deal done. She would like to see us work hard over the next week to pull our notes together; go back to Mr. Hughes to see if some of those things can be incorporated; and at that point see where we are on the final document. She said she doesn't feel comfortable voting today to move forward with this document, because she would like to see additional language on some of the things

that we would like to see. She suggested that they set July 9th as a deadline to get some of the things we want to see incorporated and if we feel comfortable after the public hearing then there may be a desire to move forward at that time. She said if we don't move forward today, there needs to be a clear message sent to Mr. Hughes that we are just fine tuning some details; it is not the city saying that we don't want to move forward.

Ms. Teresa Wilson, City Manager said that staff can reduce paper; fine tune some details; and make sure from a staff perspective that we are clear on what we want to spend the time addressing, because we have already attempted to address some of these things.

Councilor Baddourah said that everybody knows how important this development agreement is; everybody has been waiting and anticipating how much this can mean for the city. He expressed concerns about this development agreement and being on the conservative part of this and listening to the taxpayers and their concerns about how we are going to fund this, it has become a number one problem. He asked how we are going to fund this. He noted that the risk reward for the city is greater than the risk reward for the developer. He said that the paragraph where the city will give the developer \$15 million for \$81 million worth of private investment does not add up; the contract doesn't say where he is liable to build anything. He said \$81 million in taxable property will probably generate \$480,000 in city taxes per year; it will take a long time to get our return on investment. He stated that there are a lot of unanswered questions and he is not sure that today is a good day to take a vote on this, but he is okay with coming back on July 9th and August 6th to address issues. He said the developer had 2½ years on the contract, but he can't wait 2½ weeks. He said it's too important of a document for us not to take our time to bring everybody's wishes to the table; we've heard concerns about preserving the trees and the buildings; we heard concerns from a few people about how we are going to pay for it. He asked what the best interest for the city is. He suggested that they go back to the drawing board to fine tune the development agreement. He insisted that it could cost more to build a road and to build the water and sewer; it is going to add costs and more responsibility for this city. He said if we vote on this today, we are liable to give the developer all of our money whether we find a funding source or not. He said he is uncomfortable with that until we fine tune some of the details. He said preservation is a strong word; we need to study it and bring it to the table as much as we can; we can't assume that he is going to do things and that's why we need a master plan; it would resolve a lot of the issues we have in front of us today; we would know where the park, dormitories and pump station would be. He noted that the pump station for Bull Street is not in the Capital Improvement Program (CIP) for next year; we need to find money for it.

Ms. Teresa Wilson, City Manager said that staff presented several funding options, but did not want to assume what the Council wanted to do. She said most of the things said here today are things that we have attempted to address; it is not an oversight that they are not in the CIP; it was quite purposeful and I discussed that during the budget process.

Councilor Baddourah said we are rushing it; slow down; let's not vote today; delay it until July 9th or August 6th. He said we want Bull Street to be developed, but we want to be smart about it; we want to be cautious and represent every single city resident. He said we want all resident's voices to be heard and we have to open our ears and hearts for the people that live in the city.

A substitute motion made by Ms. Devine and seconded by Ms. Plough, to schedule a third public hearing on July 23, 2013 and to send correspondence to Mr. Hughes advising him of the 3rd public hearing and that proposed amendments are forthcoming, failed by a vote of three (3) to four (4). Voting aye were Ms. Devine, Ms. Plough and Mr. Baddourah. Voting nay were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin.

A subsequent motion made by Mayor Benjamin to give first reading approval of the development agreement and bring back proposed amendments to the document prior to second reading was not seconded.

A motion made by Ms. Plough and seconded by Mr. Baddourah to continue this public hearing until August 6, 2013 in order to give citizens ample opportunity to review the development agreement; to direct staff to post the PUD online; and re-advertise the public hearing failed by a vote of three (3) to four (4). Voting aye were Ms. Devine, Ms. Plough and Mr. Baddourah. Voting nay were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin.

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to enter into executive session for the receipt of legal advice at 6:01 p.m.

Upon a motion made by Mr. Davis and seconded by Mr. Baddourah, Council voted unanimously to adjourn the executive session at 6:09 p.m.

Mayor Benjamin made a motion to proceed with first reading approval of the development agreement with Hughes Development while understanding that there were several issues raised by this Council, staff and citizens that we will need to present in discussions with the developer before the second public hearing and that we endeavor as many councilmembers to participate in those discussions over the next week. The motion was seconded by Mr. Runyan.

Councilor Plough said the Bull Street property offers the community a once in the lifetime opportunity to protect and preserve a significant part of our city and our state's heritage while utilizing the sites natural beauty and central location to attract businesses and residents into downtown Columbia. She said in the proposed Bull Street Development Agreement, the city is contributing \$31.25 million to the developer's public infrastructure fund for his use in installing and maintaining public facilities. She said the definition is public facilities such as but not limited to site preparation, demolition, asbestos abatement, contamination remediation, grading, landscaping, tree planting and removal, traffic signalization, utilities, public roads and

all associated work, storm water ponds, day lighting Smith Branch, stream restoration. She said this definition does not include parking facilities or the ball stadium. She said the developer could use public funds provided to him by the city to remove trees, to do road work, asbestos abatement or demolish buildings; these funds appear to be provided to the developer with very little or no oversight. She said the agreement does refer to another agreement that is called a public funding agreement in which the terms and conditions would be spelled out, but that doesn't exist. She's not sure how you approve an agreement committing millions of tax payer or water and sewer customer dollars without knowing where the money will come from; specifically what the money will be used for; and where; on public improvements and facilities that will be built and maintained with this developer public infrastructure fund that we provide with public funds. She noted that there is no development plan and no master plan. She noted that the only schedule included in this document is a schedule of how we would spend our public money. She said it is perplexing how you turn over public dollars to a private developer and saddle future city councils with these millions of dollars in obligation. She noted that the city is committed to providing the developer \$16 million for two (2) parking garages; each one about 800 parking spaces in the first twelve months of the agreement, but I'm not sure when those first 12 months begin and end. She said as of May 31st, our Parking Fund is in a deficit. She said on page 21 of the development agreement, the city is agreeing that a new ball stadium is needed to facilitate and to bring a minor baseball league to Columbia. She suggested that we get the private business interest to step forward and fund a market study that can be provided to us, but the city should be advancing this deal. She insisted that she is in no way suggesting that she wants to kill this deal, but we need to take time to clean up the language and the typos in the proposed ordinance; consult with our legal counsel about how we commit future Councils; determine the source of funds for the required \$47 million; and understand why, how and should we turn over \$47 million to a developer who is going to guide the expenditure of public funds with little or no oversight; provide City Council and the public with information on our ongoing maintenance and operating costs; when will those costs hit our budget; we need details on what the developer will do particularly in the first three (3) years of this document; we need to understand the impact of the Bailey Bill; we need a development plan that outlines the phases of the development. She said that the developer has a plan, because he had to provide it to the Department of Mental Health and we need to clarify what breaches this agreement by either party.

Councilor Baddourah said that he understands business and he wants to be a part of a legacy that we can build, but we have to do it responsibly; we owe it to our children and the residents of this city. He said the document isn't balanced. As a representative of District Three, he understands what historic preservation and fiscal responsibility is all about, because his district is 50/50. He wants to make sure we understand that we are moving forward, but we have to move forward responsibly and we have to bring balance to this document.

Councilor Devine said this document is a good first draft; there are some things that have been brought to our attention over the last week and tonight that require

additional consideration. She prefers not to vote for a document that is not substantially complete. She expressed concerns about sending a message that we are not serious about the amendments we are going to be proposing. She believes that we have a good partner in Mr. Hughes and this is going to be a tremendous development. She committed to work every day to build language that incorporates our citizens' comments. She said with another week, they could get a better document.

Mayor Benjamin committed to having a better document next week. He said it's important both realistically and symbolically to move forward today.

Upon a motion made by Mayor Benjamin and seconded by Mr. Runyan, Council voted four (4) to three (3) to give first reading approval to Ordinance No.: 2013-072 – An ordinance to approve pursuant to Section 6-31-30 of the Code of Laws for South Carolina, 1976, as amended, a Development Agreement between the City of Columbia, South Carolina and Hughes Development Corporation, as equitable owner and developer, of approximately 165 acres of land within the City of Columbia, commonly known as the Department of Mental Health's "Bull Street Campus". Voting aye were Mr. Runyan, Mr. Newman, Mr. Davis and Mayor Benjamin. Voting nay were Mr. Baddourah, Ms. Plough and Ms. Devine.

A motion made by Ms. Plough and seconded by Ms. Devine to adjourn the meeting at 6:24 p.m. was not voted upon.

EXECUTIVE SESSION

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to enter into executive session at 6:25 p.m. for the discussion of **Items 2 and 3** as outlined.

2. Discussion of negotiations incident to proposed contractual arrangements – *This item was discussed in Executive Session. No action was taken.*
3. Discussion of negotiations incident to the settlement of legal claims – *This item was discussed in Executive Session. No action was taken.*

Upon a motion made by Mr. Davis and seconded by Mr. Runyan, Council voted unanimously to adjourn the executive session at 6:56 p.m.

Upon a motion made by Ms. Plough and seconded by Mr. Newman, Council voted unanimously to adjourn the meeting at 6:56 p.m.

Respectfully submitted by:

Erika D. Moore
City Clerk



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013
DEPARTMENT: City Clerk
FROM: Erika Moore
SUBJECT: Minutes of August 6, 2013
FINANCIAL IMPACT: Minutes to Review

SUMMARY:

Please review the Work Session Minutes of August 6, 2013.

ATTACHMENTS:

- WSM_08_06_2013 (PDF)



CITY OF COLUMBIA
WORK SESSION MEETING MINUTES
TUESDAY, AUGUST 6, 2013
2:00 P.M.
EAU CLAIRE PRINT BUILDING
3907 ENSOR AVENUE

On Tuesday, August 6, 2013, the Columbia City Council met in Executive Session at the Eau Claire Town Hall, 3905 Ensor Avenue, Columbia, South Carolina. The Honorable Stephen K. Benjamin called the meeting to order at 1:24 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Leona K. Plough, The Honorable Brian DeQuincey Newman, The Honorable Cameron A. Runyan and The Honorable Moe Baddourah. Also present were Ms. Teresa B. Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the Freedom of Information Act.

Upon a motion made by Mr. Davis and seconded by Mr. Newman, Council voted unanimously to go into Executive Session at 1:25 p.m. for the discussion of **Items 1, 2, 13 and 14.**

EXECUTIVE SESSION

1. Receipt of legal advice which relates to a matter covered by attorney-client privilege - *This item was discussed in Executive Session. No action was taken.*
2. Receipt of legal advice which relates to a pending, threatened or potential claim - *This item was discussed in Executive Session. No action was taken.*
3. Discussion of the employment of an employee – *Discussion of this item was deferred.*
- **Council adjourned the Executive Session at 2:30 p.m. and convened the Work Session at 2:35 p.m. Mr. Runyan was not present at this time.**

CITY COUNCIL DISCUSSION / ACTION

4. [Fiscal Year 2013/2014 General Fund External Organization Requests](#) – Ms. Melissa Caughman, Budget Director

Ms. Melissa Caughman, Budget Director recalled that City Council allocated \$100,000.00 from the General Fund to address funding requests from outside organizations.

Ms. Teresa Wilson, City Manager explained that they have often discussed having a process for reviewing requests that come in through various sources. She further explained that they issued a notice of funds availability for this funding, which is similar to the former Community Promotions Fund. She noted that this was an attempt to give everybody the opportunity to apply.

Councilor Plough made a motion to fund Reality Check Midlands at \$50,000.00 from the \$250,000 reserves in the General Fund. Ms. Devine seconded the motion.

Councilor Plough noted that there was \$1 million in the Reserve Fund last year and now it has been cut to \$250,000.00.

Mayor Benjamin noted that we had a \$900,000.00 hospitality tax reserve.

Ms. Teresa Wilson, City Manager suggested they find out what the county has allocated and how successful the group has been with private fundraising efforts. She suggested that it could be \$25,000.00 from the city and county each.

Councilor Devine suggested that funding be approved up to \$50,000.00.

Councilor Plough explained that Reality Check is a privately driven community planning economic development initiative that has already been done in Charlotte, Greenville and Charleston.

Councilor Newman said he supports the motion, but he sought clarity on the level of support we already committed to.

Mayor Benjamin stated that Richland County allocated \$25,000.00. He asked staff to find out how much has been raised. He suggested that they come back to the motion. He asked if the Columbia Urban League ramped up their efforts this year for its youth employment program.

Ms. Teresa Wilson, City Manager said that the Urban League was appreciative of the funding generated through water bills for Youth Works, which is usually \$30,000.00 along with the \$50,000.00 Council approved last year. She explained that the additional request is for a year-long program and we contributed to that by identifying parks where the programming will occur during the school year. She noted that they ramped up their efforts to employ youth last year and the previous year.

Ms. Melissa Caughman, Budget Director said that the year round program is for \$75,000.00 and the summer youth program is \$100,000.00 for 252 participants.

Councilor Devine said that the Columbia Urban League, Capital Senior Center and the Greater Columbia Community Relations Council were line items in the Community Promotions Fund in prior years; there has always been a significant commitment from the city.

Councilor Davis said the Columbia Urban League has one of the largest and most sustaining summer programs that provide youth with meaningful jobs.

Councilor Plough asked if we had promoted the water bill donations for Youth Works lately.

Ms. Teresa Wilson, City Manager said they are looking to revamp the water bill itself so that it can be used as an efficient marketing tool.

Councilor Devine said that a number of requests are outdated. She suggested that Jared Glover serve as a liaison to SC Equality and work with them on their initiative, instead of funding them. She recommended that the request from the Home Builders Association be linked with Home Works or another group that can complete the roof replacement.

Mayor Benjamin reported that the Urban Land Institute's budget for Reality Check is \$400,000.00 and they have raised \$265,000.00 from public and private donations. He reported that the Columbia Urban League served sixty (60) additional youth through the Summer Work Experience Leadership Program (SWELP).

Councilor Newman asked if any work was done at the USC/Columbia Technology Incubator Center.

Ms. Teresa Wilson, City Manager said they did the work and asked us to reimburse them. She noted that they received \$25,000.00 from the Economic Development Fund.

Councilor Devine inquired about IT-ology.

Ms. Melissa Caughman, Budget Director said that it includes funding for POSSCON.

Councilor Baddourah requested that Senior Resources be funded for its Meals on Wheels program.

Councilor Devine said that we've had a long standing partnership with Communities in Schools, but they are not being funded.

Ms. Melissa Caughman, Budget Director noted that we last funded the organization three (3) years ago.

Councilor Devine added that the Arnold School is a partner in Lets Move! and she would like to fund the organization in the amount of \$1,000.00 for twenty (20) children to participate in the 13-week Good Bodies Program.

Mayor Benjamin acknowledged that there are a number of requests that speak to the growing need to serve children in our community in a much more urbanized manner. He asked to set funding aside for a competitive pool of applicants.

Councilor Devine recalled that they had a committee that reviewed requests for Community Promotions funding.

Councilor Newman asked if we would have to appoint new people. He noted that these may be time sensitive requests.

Mayor Benjamin suggested that it could be a Council committee.

Councilor Devine inquired about the requests from religious organizations that don't have a 501(c) (3) status. She asked that any limitations on funding be communicated to those organizations.

Councilor Plough said there was an expectation to fund groups in the City and not events. She said with the limited resources we have, we need to tie everything back to our strategic plan.

Upon a motion made by Ms. Plough and seconded by Ms. Devine, Council voted unanimously to allocate \$50,000.00 to the Urban Land Institute for Reality Check Midlands from reserves in the General Fund.

Ms. Melissa Caughman, Budget Director reported that there is \$43,000.00 available in the Accommodations Tax Fund that can be used for general purposes.

Councilor Plough requested a breakdown of the request for reimbursement from the USC/Columbia Technology Incubator Center.

Ms. Teresa Wilson, City Manager explained that \$77,000.00 was for the boiler and \$10,000.00 was for other operating issues.

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted five (5) to one (1) to approve the allocation of \$25,000.00 to the Lourie Center (formerly known as the Capital Senior Center); \$5,000.00 to Alston Wilkes; and \$5,000.00 to SisterCare in the total amount of \$35,000.00 from the \$100,000.00 in the General Fund. Voting aye were Mr. Baddourah, Mr. Newman, Ms. Devine, Mr. Davis and Mayor Benjamin. Ms. Plough voted nay.

Mayor Benjamin asked that we incorporate the cost of operating our building at 1225 Laurel Street going forward.

Mr. David Knoche, General Services Superintendent explained that we updated the HVAC system on two floors when we moved out and we did mold abatement around the old boiler. He noted that the cooling tower needs to be repaired and they replaced the boiler themselves at the end of the year.

Mayor Benjamin noted that private sector funds were also used for the repairs. He stated that this incubator program was recently highlighted as a program to watch and we should ensure that the basic needs of this building are taken care of.

Ms. Teresa Wilson, City Manager said we are venturing down a path to do creative things to assist these young business owners.

Councilor Plough said that staff has tried to be helpful, but the building has a number of problems associated with it. She said their focus should be more on incubating the businesses and not repairing the building they occupy.

Ms. Teresa Wilson, City Manager suggested that David Knoche sit down with them again to get a better understanding of what the needs are for this year.

Mayor Benjamin said we must make a long-term determination on what we will do with this building.

Ms. Teresa Wilson, City Manager said we would love to have them look at 1225 Lady Street.

There was a consensus of Council to accept the City Manager's recommendation for David Knoche to meet with Mr. Kirkland within the next seven (7) days to ascertain the anticipated maintenance costs for this year.

5. [Fiscal Year 2013/2014 Accommodations Tax Funding Recommendations](#) – Mr. David May, Chair of the Accommodations Tax Advisory Committee

Mr. David May, Chair of the Accommodations Tax Advisory Committee presented the committee's recommendations.

Councilor Plough asked about the request from the Three Rivers Music Festival.

Mr. David May, Chair of the Accommodations Tax Advisory Committee advised Council that all applications were reviewed, but this was not discussed.

Councilor Devine recalled that the previous Council voted to have the Accommodations Tax Advisory Committee to review large requests; she asked will that still be considered.

Mr. David May, Chair of the Accommodations Tax Advisory Committee said there was a strong will from the committee; a unanimous decision was made for some events considerations and selected groups were funded on a minimum basis.

Councilor Davis asked what is the reason behind not considering Three Rivers.

Mr. David May, Chair of the Accommodations Tax Advisory Committee said we made a decision to fund the Greater Community Relations to include International Festival, which are the events that have the strongest crowds from around the world.

Councilor Baddourah asked if organizations are funded from both Hospitality Tax and Accommodations Tax.

Mayor Benjamin replied yes.

Councilor Baddourah inquired about the organization's amount allocated versus the projected collections.

Councilor Devine asked about allocated amount.

Ms. Melissa Caughman, Budget Director said the revenue projections are based on the \$1.5 million from the Accommodations Tax; \$25,000 goes to the General Fund; 5% is available for general purposes; and the remaining amount goes to the committee.

Councilor Plough noted that the committee has more money than it has allocated.

Ms. Melissa Caughman, Budget Director said not all of the allocations belong to the committee; some allocations are funded from fiscal year 2012/2013.

Mr. David May, Chair of the Accommodations Tax Advisory Committee said that the committee recommended additional funding to go to the Conventions and Visitors Bureau (CVB).

Mayor Benjamin said that he would like to take Capital City Lake Murray back to last year's recommendation to fund the other organizations with the balance.

Upon a motion made by Ms. Devine and seconded by Mr. Baddourah, Council voted unanimously to fund Capital City Lake Murray at \$175,000.00 from the Accommodations Tax Fund.

Councilor Devine made a motion to fund the Three Rivers Music Festival at \$25,000. This was seconded by Mr. Newman.

Councilor Plough asked who assigned Three Rivers Music Festival.

Councilor Devine said that the County allocated \$25,000.00; it was not allotted by the City.

Ms. Sandra Sims said that the County has allocated \$100,000.00 for next year; it will carry forward to bring the artists back.

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted four (4) to one (1) to allocate \$25,000.00 to the Three Rivers Music Festival from the Accommodations Tax Fund. Voting aye were Ms. Plough, Ms. Devine, Mr. Davis and Mayor Benjamin. Mr. Baddourah voted nay. Mr. Newman was not present for the vote.

6. [Fiscal Year 2013/2014 Hospitality Tax Funding Recommendations](#) – Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said \$2.29 million was allocated and the committee spent two (2) weeks reviewing ninety (90) applications along with the quantitative value that the funding can put back into the community.

Councilor Devine asked about the Three Rivers Music Festival.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said that the request was for a large amount and there was a short time for planning; the committee did not feel this would be a good use of City funds.

Councilor Devine asked if there is a surplus.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said in the past, we were asked to leave a surplus for a second round of applications; there wasn't a request to leave a surplus this year.

Mayor Benjamin clarified there is access to the \$900,000 reserve fund.

Councilor Baddourah asked that funding adjustments be made for the following organizations: \$1,500 modification from the Five Points Association to give to the Hollywood RoseHill Neighborhood Association; full total amount of \$20,000 for the Columbia Restaurant Association; \$5,000 increase for the Palmetto Opera; full total amount of \$25,000 for the Columbia International Festival; and \$1,000 modification from the Rosewood Merchants Association to give to the Trenholm Artist Guild.

Councilor Devine suggested that the Rosewood Merchants Association partner with the Trenholm Artist Guild instead of taking funds from one group and giving it to another. She agreed more funding is needed for the Columbia International Festival and support the committee's recommendations. She asked that the committee take into consideration for next year's recommendations a policy for funding the runs.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said the committee has discussed runs and is being taken into consideration.

Mayor Benjamin said that the Main Street Crit is a unique event; he would like to see it funded.

Ms. Devine made a motion to approve the Hospitality Tax Advisory Committee's recommendations. Mr. Newman seconded it.

Councilor Newman noted the additional time was put in by the committee on weekends and by attending Council committee meetings. He doesn't see the overarching issues he saw previously and likes what he sees for the most part.

Councilor Davis said that he always advocated spreading the money around more and giving new groups an opportunity to get in the game.

Councilor Plough inquired about the decrease in funding for the Riverbanks Zoo.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said it is an ongoing request. We are supplementing that success with Hospitality Tax Funding.

Mayor Benjamin noted that this is the final year for the five year commitment to the State Museum.

Councilor Devine asked about Keep the Midlands Beautiful.

Ms. Teresa Wilson, City Manager said we are working with them internally through our Public Works Department.

Councilor Plough asked if the organizations included line items for approval.

Ms. Teresa Wilson, City Manager said yes, those that are listed have been approved.

Mayor Benjamin asked Council about their thoughts on reserves; he asked the committee if they are prepared to do a supplemental round of funding.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee said yes.

Councilor Devine suggested to wait until the audit is complete, because additional funding may be available.

Ms. Libby Gober, Assistant to City Council said that the funds may roll back into the fund balance.

Mayor Benjamin deferred to the majority. He said that he would love to sequester a majority of that funding for major issues such as restoring the gardens overseen by the Historic Columbia Foundation, the International Festival and Main Street Crit.

7. Other Funding Matters – Ms. Teresa Wilson, City Manager
 - [Additional Requests from Line Items Organizations](#)
 - [Camp Asylum](#)
 - [FIG Communications Package](#)
 - [Busted Plug](#) / Legacy Projects
 - Hospitality Tax Bond

Ms. Melissa Caughman, Budget Director noted that there is a supplemental page that has the requests from EdVenture, the Columbia Art Museum operating requests and special projects.

Ms. Teresa Wilson, City Manager reviewed the additional funding requests from line item organizations such as Camp Asylum, FIG Communication Package and the Busted Plug. She said they will be reviewing the CIP for the General fund. From a staff review of Finlay Park in its totality; is a legacy project. She added that a hospitality tax bond is an opportunity to do something special.

Mayor Benjamin asked about park improvements.

Ms. Teresa Wilson, City Manager said that staff would need to do an assessment.

Mayor Benjamin asked if that includes the Greenway.

Ms. Teresa Wilson, City Manager said it could be included to some extent. If you were to look at the hospitality tax bonding capacity, then Mr. Palen could address those issues. I would love to be able to speak firmly about what we could accomplish and how much it would take; it would be at the will of Council to proceed.

Mayor Benjamin concurred.

Councilor Plough concurred with Finlay Park being our legacy project; it needs a lot of work. The commitment to put in the operational and maintenance staff needs the resources to maintain it.

Councilor Devine added that we are hopeful that there will be additional dollars available for the Greenway portion; it should be incorporated in the planning.

Ms. Teresa Wilson, City Manager noted that we are pursuing grants.

Councilor Plough said adding the Busted Plug can be exceptional, but we have to look comprehensively at the park. We need to look at parking and accommodate the existing patterns that will change in the park.

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted unanimously to approve the Hospitality Tax Advisory Committee funding recommendations.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted four (4) to one (1) to appropriate \$200,000 from the reserve fund as supplemental funding for the Hospitality Tax Advisory Committee and to fund the following from the Hospitality Tax Fund: \$10,000 for the Main Street Crit; \$12,500 for the Columbia International Festival; \$10,000 for the Eau Claire Community Council; \$10,000 for the Chamber of Commerce for printing of Fort Jackson publications; \$25,000 for the Camp Asylum excavation; \$2,500 for the Earlewood; \$55,000 for the Historic Columbia Foundation for Our Story Matters 1963. Voting aye were Mr. Newman, Ms. Devine, Mr. Davis and Mayor Benjamin. Ms. Plough voted nay. Mr. Baddourah was not present for the vote.

Mr. John Whitehead, Chair of the Hospitality Tax Advisory Committee asked if they can reexamine applications that were already proposed.

Mayor Benjamin said that he is not opposed to that and suggested that the committee decide how much to retain for new requests.

Councilor Devine suggested that they leave that to the discretion of the committee.

Mayor Benjamin concurred.

Councilor Devine said that she would like to review the additional requests from line item organizations as part of our long-term planning.

Ms. Teresa Wilson, City Manager said we can discuss the additional requests at a later date.

Ms. Janet Scouten explained that FIG is an economic development tool and a communications package for the City of Columbia, shining a spotlight on great things happening in the community. It currently exists in a few communities including Lancaster, Pennsylvania. It is free and distributed 4 times a year. Sixty-five percent of the distribution is direct mail with the goal of serving as a pride piece. It can be used as a tool to bring in local tourists. FIG is a public/private partnership. The city would partner with FIG. The city logo will be on the introduction page of each hard copy issue and on the website. FIG provides web ads, yearlong promotion of events, openings and happenings; weekly e-blast and an online list of businesses by category.

Mayor Benjamin said that FIG is a high quality publication. He said there are others here that would love to do this and have asked for a competitive process.

Ms. Janet Scouten, FIG said that Columbia has a lot of magazines, but FIG is not first and foremost a magazine, it's an economic development tool and a direct marketing piece. It is not run by an editor, but more by a marketer.

Councilor Plough said it's a great book; what will the mailing costs would be.

Ms. Janet Scouten, FIG stated she would look into that. She has talked to many businesses and they are very interested in it. It's a new magazine to Columbia; it has been around for eight (8) years.

Councilor Plough inquired about the arrangement with Lancaster.

Ms. Janet Scouten, FIG said the City of Lancaster has partnered with the magazine; each entity develops its own partnership with the magazine.

Councilor Plough said we would have to issue a RFP; it could not be considered as a sole source.

Ms. Janet Scouten, FIG said they are looking to launch three issues with November being the first issue.

Ms. Teresa Wilson, City Manager asked if Council would consider this as a partnership to allow staff to drive this as an Economic Development asset for our small businesses.

Mayor Benjamin said he was sold on FIG when he first saw it and would love to reach out to others who have expressed an interest with a 14-day turnaround for proposals.

Ms. Teresa Wilson, City Manager asked about the funding source.

Mayor Benjamin said he is fine with it coming from the Hospitality Tax Fund.

Councilor Devine said that it should not come from the Hospitality Tax Fund. She said that the Office of Business Opportunity (OBO) or Economic Development is an appropriate source since it will drive our small businesses.

Councilor Davis asked staff for recommendations.

Mayor Benjamin sought to make the commitment today and determine the funding source from those three (3) funds and kick off the request for proposals from others.

Ms. Teresa Wilson, City Manager agreed to provide a recommendation on funding the three publications in the amount of \$18,000.

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted five (5) to one (1) to ask staff to bring back recommendations on the request from FIG Communications to include a process and a funding source. Voting aye were Mr. Baddourah, Mr. Newman, Ms. Plough, Ms. Devine and Mayor Benjamin. Mr. Davis voted nay.

8. Council is asked to approve an [Artwork Loan & Display Agreement](#) between the City of Columbia and the South Carolina State Museum effective September 1, 2013 to December 31, 2013. *This artwork will be displayed at City Hall.*

Councilor Plough asked staff to complete a cost analysis for the requests.

Mr. David Knoche, General Services Director said the cost is very minimal.

Councilor Plough said that we need portraits of our Mayors or Chief Justices.

Mr. David Knoche, General Services Director said that is underway.

Councilor Davis asked that we consider liability.

Mr. David Knoche, General Services Director advised that it is minimal.

Upon a motion made by Mayor Benjamin and seconded by Mr. Newman, Council voted unanimously to approve the Artwork Loan & Display Agreement between the City of Columbia and the South Carolina State Museum effective September 1, 2013 to December 31, 2013.

9. [2013 Election Expenses](#) – Ms. Erika D. Moore, City Clerk

Mayor Benjamin asked if the cost provided is what the city has to pay and does it include the referendum for the library and other municipalities' elections. He noted that it has increased significantly.

Ms. Erika D. Moore, City Clerk explained that if the Town of Irmo has an election, we will share the costs of two (2) precincts; that's a \$1,000 savings. She continued to explain that since the referendum for the library is now on the ballot, we will have precincts that have more county voters than city voters and the County is in discussions with their legal department to determine how we can balance those costs.

Mayor Benjamin asked how it was done in the past in relation to more county voters than city voters at any one precinct; was the cost shared?

Ms. Erika D. Moore, City Clerk said in the past they combined with other city precincts.

Councilor Davis said the county wide referendum could have some bearing on numbers as well as costs that can be shared.

Ms. Erika D. Moore, City Clerk said that she, the City Attorney and his administrator recently met with the County to discuss the cost of the upcoming election. She explained that after learning of the county referendum, the decision was made to un-combine precincts in an effort to address an influx of voters. She noted that if we were to combine the precincts, we would have the cost of re-advertising and noticing those changes to the public.

Councilor Plough inquired about precincts that have registered voters, but no one voted. She noted that one precinct has 54 registered voters and no one voted; another precinct has 52 registered voters and no one voted; and a third precinct has 135 registered voters with only one (1) person voting. She suggested that we consolidate these precincts to have some efficiency. She asked why there is a need to break them out; the city shouldn't have to bear the costs.

Mayor Benjamin expressed an abundance of caution related to the 300% cost increase. He stated that no one wants to see a repeat of the debacle that happened in 2012. He said we need to make some additional requests to see if we could share more of the costs. He questioned some of the costs that have been outlined by the county. He asked about the deadline.

Ms. Erika D. Moore, City Clerk said there is time to make a well informed decision. She explained that there may be another cost savings from on demand printing of absentee ballots. She agreed to meet with the County again to delve into the costs more.

10. Bull Street Update - The Honorable Mayor Stephen K. Benjamin – *Discussion of this item was deferred.*

11. Palmetto Compress Warehouse Update – Mr. Fred Delk, Executive Director of the Columbia Development Corporation – *Discussion of this item was deferred.*

RESOLUTION

12. [Resolution No.: R-2013-081](#) – Establishing a Policy Prohibiting Non-Law Enforcement Officials or Employees from Appearing at Crime Scenes

Mayor Benjamin made a motion to give approval to Resolution No.: R-2013-081 – Establishing a Policy Prohibiting Non-Law Enforcement Officials or Employees from Appearing at Crime Scenes. It was seconded by Ms. Devine.

Councilor Plough stated that everything we are trying to achieve is already on the books. She said we have to identify what a crime scene is; why this is important.

Mayor Benjamin replied it is important that elected officials and appointed officials leave those matters to the police officers to handle; there is no place for any of us at a crime scene.

Councilor Plough said that is covered in state law. She asked for clarification of what a crime scene consists of.

Councilor Devine recalled that she and her husband went to TS Martin several years ago when there was a shooting. She noted that she did not go beyond the tape because this would prohibit us from going to the scene. She said this resolution is not necessary. She is concerned that when a neighborhood needs consolation, she would not want to be prohibited from showing up. If it goes forward, then the definition of a crime scene is needed.

Councilor Davis said that over the years he has ended up in the area of a crime scene and his policy is that you don't go across the lines. He said sometimes folks want to know that you care. He said that he supports public safety in the performance of their duties and there are opportunities to help a family out. He said it is understood that there are limits in terms of involvement and location at incidents. He said we can get there if you are willing to take another look at it.

Councilor Newman said he is fine with the policy as written, but adding a definition would be helpful. He goes to the homes of citizens and not the crime scenes. He said that Mr. Davis does a great job, but his presence may influence the officer's conduct. He said this doesn't create a problem, it prevents one.

Ms. Teresa Wilson, City Manager asked what is impropriety or undue influence. She supports whatever policy Council approves and will make sure that it is followed. She said if this has anything to do with the incident involving Dr. Randolph, she wouldn't do anything differently. She stated that her judgment tells her how to use her values, how to ensure there is care for everyone concerned. Nothing from an undue influence happened that evening. If this is meant to be about undue influence, then we need to ask ourselves

WSM 08/6/2013 Page 13 of 15

what we are doing. What questions are we asking of individuals; to law enforcement; to staff that would also beg the question of undue influence. She asked that the policy be made fully comprehensive.

Councilor Devine stated that the policy as written would have had Mr. Davis and me in violation. This policy is something extra that is not needed; we are all clear on what is needed.

Councilor Davis said there is another way to get there than to outright prohibit the presence of a council person or staff person.

Mayor Benjamin read the policy as it is written. He said that we don't need to define a crime scene, because we all know what it is. This is meant to be prospective and not to address any indication of wrongdoing. The misperception of wrongdoing and the public trust is not impaired in the future.

Ms. Teresa Wilson, City Manager suggested that they add undue influence that might occur beyond the scene, because it seems a bit un-comprehensive as it stands.

Council voted five (5) to one (1) to deny a motion made by Mayor Benjamin and seconded by Devine to give approval to Resolution No.: R-2013-081 – Establishing a Policy Prohibiting Non-Law Enforcement Officials or Employees from Appearing at Crime Scenes. Voting aye was Mayor Benjamin. Voting nay were Mr. Baddourah, Ms. Plough, Mr. Newman, Ms. Devine, and Mr. Davis.

Mayor Benjamin announced that he will be sending a written request to Council to hold a special meeting on August 20, 2013 to discuss changing our form of government.

Councilor Devine stated she has a conflict with that date.

Councilor Plough said this is an important discussion; all of Council should discuss this issue.

Mayor Benjamin stated that the meeting will be held on August 13, 2013.

EXECUTIVE SESSION

13. Receipt of legal advice which relates to a matter covered by the attorney-client privilege - *Discussion of this item was deferred.*
14. Discussion of negotiations incident to the proposed sale of property - *Discussion of this item was deferred.*
15. Receipt of legal advice regarding pending, threatened or potential claim - *Discussion of this item was deferred.*

16. Discussion of negotiations incident to proposed contractual arrangements -
Discussion of this item was deferred.

Upon a motion made by Ms. Plaugh and seconded by Mr. Baddourah, Council voted unanimously to adjourn the meeting at 5:21 p.m.

Respectfully submitted by:

Erika D. Moore
City Clerk

DRAFT

Attachment: WSM_08_06_2013 (1101 : Minutes of August 6, 2013)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Mentor Protege Project SS7247 - Sewer Services to 1817 Cushman Drive

FINANCIAL IMPACT: Funding Source: Special Contracts/Capital Projects; 552999-658650/SS724701-658650 – Note: Lake Murray Utility Company (Protégé) located in Chapin, SC is implementing 10% (\$5,500.00) of the contract value. The original budgeted amount for this project is \$59,255.00.

SUMMARY:

Council is asked to approve Mentor Protégé Program Project SS7247; Sewer Service to Serve 1817 Cushman Drive, as requested by Utilities and Engineering. Award to G.H. Smith Construction, Inc., (Mentor) the lowest responsive and responsible bidder in the amount of \$55,382.00. This vendor is located in Columbia, SC.

ATTACHMENTS:

- project_SS7247_sewer_service_cushman_drive (PDF)



**CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM**

TO: Teresa B. Wilson, City Manager

FROM: *Joseph D. Jaco, P.E., Director*
Department of Utilities and Engineering

DATE: October 31, 2013

SUBJECT: COUNCIL AGENDA ITEM: A MENTOR PROTÉGÉ PROGRAM PROJECT
#SS7247 Sewer Service to Serve 1817 Cushman Drive

The purpose of this project consists of the installation of 228 linear feet of 8" gravity sewer; 30 linear feet of a jack steel casing pipe, manhole installations, service lateral, traffic control, TV inspection, testing, asphalt paving, and all necessary connections.

Bids for this project were opened publicly at 2:00 p.m., September 26, 2013, in the seventh floor Conference Room, 1136 Washington Street.

The bids were as follows (lowest to highest):

<u>Contractors</u>	<u>Bid Amount</u>
1. G.H. Smith Construction, Inc.	\$55,382.00
2. Carolina Tap & Bore	\$56,830.00
3. LAD Corporation of West Columbia	\$63,207.00
4. Trussell Bros. Construction Co., Inc.	\$64,440.00

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

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

This project is located in City Council District 2.

The lowest, responsive and responsible bidder is G.H. Smith Construction, Inc. (Mentor) and Lake Murray Utility Company, Inc. (Protégé). The protégé is implementing 10% (\$5,500.00) of the contract value.

Recommend the City award this contract to G.H. Smith Construction, Inc. in the amount of \$55,382.00. CIP budgeted amount for this project is \$59,255.00. It's funding and supplement source is from 5529999-658650 / SS724701-658650 (Special Contracts/Capital Projects).

Upon your approval, please forward for inclusion on the November 12, 2013 Council Agenda Meeting or sooner if possible.

Joseph D. Jaco *JBR*
Joseph D. Jaco, P.E., Director
Department of Utilities and Engineering

Bidders Addresses

G.H. Smith Construction, Inc.

430 Shuler Court
Columbia, SC 29212

Carolina Tap & Bore, Inc.

2410 Morningside Dr
West Columbia, SC 29169

LAD Corporation of West Columbia

P.O. Box 2634
West Columbia, SC 29171

Trussell Bros. Construction Co., Inc.

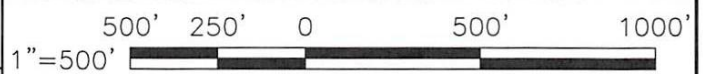
8024 Irmo Dr
Columbia, SC 29212



LOCATION MAP

1817 CUSHMAN DR SEWER
SERVICE (GRAVITY SEWER)

CITY OF COLUMBIA
SOUTH CAROLINA



DATE:6-13-2013

PROJECT NO: SS-7247





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Request Approval for Compost Grinding

FINANCIAL IMPACT: Solid Waste Compost 1014406-638500
\$ 129,634.11

11/12/13 1014406-638500 · Solid Waste

SUMMARY:

I ask for City Council's approval for the purchase of Compost Grinding as requested by the Solid Waste Department.

ATTACHMENTS:

- Bid #00002-13-14 McClam Response (PDF)
- RE Bid#00002-13-14 Compost Bid - Approval from Department and Item Pricing Breakdown (MSG)
- Bid #00002-13-14 Tabulation Breakdown (XLSX)

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: 09/10/2013	Bids will be opened at 10:00 AM on 10/2/2013 and may not be withdrawn within 60 days after such date and time.		Bid No: 00002-13-14
Bid Title: Compost Grinding FY 2013-14		Reason For No Bid:	
Vendor Name: M ^C CLAM & ASSOCIATES			
Vendor Mailing Address: 1642 HOLYTRINITY CHURCH ROAD			
City-State-Zip: LITTLE MOUNTAIN, SC 29075			
Telephone No: 8033459194			
Fax No: 8033455362		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.  AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE: TITLE (TYPED) <u>jrm@mcclam.net</u> 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. 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.			
3. 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.			
4. 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 of 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.			
General Conditions(Con't)			

Bid No: 00002-13-14

Page No: 8

Pricing Sheet

Items 1 - 5 Compost Grinding:

Per Cubic Yard: \$ 2²⁴Extended Cost: \$ 156,800⁰⁰

Items 6 - 7 Screen Piles:

Per Cubic Yard: \$ 1⁵³Extended Cost: \$ 33,334¹¹Combined Extended Cost: \$ 190,134¹¹***Bidders must submit pricing on Items 1 – 5 and Items 6 & 7 on Bid Online***

Attachment: Bid #00002-13-14 McClam Response (1051 : Request Approval for Compost Grinding)

Lee Pappas - IQM2

From: Hooks, John P
Sent: Monday, October 21, 2013 4:48 PM
To: LeVeck, Kelly L
Subject: RE: Bid#00002-13-14 Compost Bid

thanks

John P. Hooks, Solid Waste Superintendent
Public Works

2910 Colonial Drive, Columbia, SC 29203

Phone: 803-545-3830
Fax: 803-733-8648

ColumbiaSC.net

From: LeVeck, Kelly L
Sent: Monday, October 21, 2013 4:47 PM
To: Hooks, John P
Cc: Wright, Sandra A
Subject: RE: Bid#00002-13-14 Compost Bid

OK. Item 1, 2,4,5,6,7 which totals \$129,634.11 without tax. I will proceed.

Thanks,



We Are Columbia

Kelly L. LeVeck, Buyer

Purchasing Division

1136 Washington Street, Columbia, SC 29201

Phone: 803-545-3472
Fax: 803-733-8408

ColumbiaSC.net

Attachment: RE Bid#00002-13-14 Compost Bid - Approval from Department and Item Pricing Breakdown

From: Hooks, John P
Sent: Monday, October 21, 2013 4:39 PM
To: LeVeck, Kelly L
Cc: Wright, Sandra A
Subject: RE: Bid#00002-13-14 Compost Bid

Correction- all windrows with exception of #3

John P. Hooks, Solid Waste Superintendent
 Public Works

2910 Colonial Drive, Columbia, SC 29203

Phone: 803-545-3830
 Fax: 803-733-8648

ColumbiaSC.net

From: LeVeck, Kelly L
Sent: Monday, October 21, 2013 4:37 PM
To: Hooks, John P
Cc: Wright, Sandra A
Subject: RE: Bid#00002-13-14 Compost Bid

John,

The totals for Items 1 thru 5, and Item 7 will total \$173,691.20 without tax. With your approval to proceed, I assume the additional funding is available for me to advertise the Letter of Intent and adding it to the next City Council's agenda.

Thanks,



We Are Columbia

Kelly L. LeVeck, Buyer

Purchasing Division

1136 Washington Street, Columbia, SC 29201

Phone: 803-545-3472
 Fax: 803-733-8408

ColumbiaSC.net

From: Hooks, John P
Sent: Monday, October 21, 2013 4:26 PM
To: LeVeck, Kelly L
Subject: RE: Bid#00002-13-14 Compost Bid

We want to Grind all windrows with exception of #6

Any questions let me know

John P. Hooks, Solid Waste Superintendent
Public Works

2910 Colonial Drive, Columbia, SC 29203

Phone: 803-545-3830
Fax: 803-733-8648

ColumbiaSC.net

From: LeVeck, Kelly L
Sent: Monday, October 07, 2013 4:59 PM
To: Hooks, John P
Cc: Wright, Sandra A
Subject: FW: Bid#00002-13-14 Compost Bid

John,

Please review the windrows pricing listed below provided by McClam and Associates. Let me know what you what to do.

Thanks,



Kelly L. LeVeck, Buyer

Purchasing Division

1136 Washington Street, Columbia, SC 29201

Phone: 803-545-3472

Fax: 803-733-8408

ColumbiaSC.net

From: Scott Nolff [<mailto:snolff@mcclam.net>]
Sent: Monday, October 07, 2013 4:49 PM
To: LeVeck, Kelly L
Cc: 'Rusty McClam'; nedabrewer@yahoo.com
Subject: RE: Bid#00002-13-14 Compost Bid

Mr. LaVeck

Rusty asked that I respond to your request from last week in referenced to the above job. Please review the following pricing and let me know what yall want to process.

Stockpile #1 - \$31,738.00
 Stockpile #2 – \$16,576.00
 Stockpile #3 – \$60,500.00
 Stockpile #4 – \$38,560.00
 Stockpile #5 – \$9,426.00
 Stockpile #6 – \$16,442.91
 Stockpile #7 – \$16,891.20

Thanks

Scott Nolff
 Project Manager
 McClam & Associates
 (803) 345-9194 Office
 (803) 345-5362 Fax

From: Rusty McClam [<mailto:jrm@mcclam.net>]
Sent: Friday, October 04, 2013 10:03 AM
To: 'LeVeck, Kelly L'
Cc: snolff@mcclam.net
Subject: RE: Bid#00002-13-14 Compost Bid

Attachment: RE Bid#00002-13-14 Compost Bid - Approval from Department and Item Pricing Breakdown

Mr.. LeVeck,
Scott and Ned are out of the office today, but on Monday (10-7-13) they will get the information together an we will be in touch with you Mon afternoon.
Have a great weekend.
Thanks,
Rusty

From: LeVeck, Kelly L [<mailto:klleveck@columbiasc.net>]
Sent: Thursday, October 03, 2013 2:22 PM
To: jrm@mcclam.net
Cc: Wright, Sandra A
Subject: Bid#00002-13-14 Compost Bid

Mr. McClam,

Thank you participating in the Compost Grinding bid that was opened 10/2/2013 at 10:00 AM. After reviewing your extended cost on items 1-7, I was wondering if you can break down your cost individually for each windrow for me. The reason I am asking is because funds are very limited for this resource and we might have to award by individual windrows instead of all seven items. This possible scenario was stated in the bid specifications on page 6. If you have any questions, please don't hesitate to give me a call.

Thank you,

Kelly L. LeVeck, Buyer
Purchasing Division
1136 Washington Street, Columbia, SC 29201
Phone: 803-545-3472
Fax: 803-733-8408
ColumbiaSC.net

Bid 00002-13-14 Bid Tabulation Breakdown of Items per email from McClam 10/7/2013

	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7
McClam @ Assoc.	\$31,738.00 *	\$16,576.00 *	\$60,500.00	\$38,560.00 *	\$9,426.00 *	\$16,442.91 *	\$16,891.20 *

Note: Items with asterisks we are awarding



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Tandem Dump Truck

FINANCIAL IMPACT: Funding Source: Utilities Water Distribution & Maintenance-Autos, Truck, Heavy Equipment Capital;
5516203-658500

SUMMARY:

Council is asked to approve the Purchase of One (1) Tandem Dump Truck, as requested by the Water Distribution Division. Award to Shealy's Truck Center, Inc., meeting the Local Business Enterprise requirements in the amount of \$134,242.00. This vendor is located in Columbia, SC.

ATTACHMENTS:

- Purchase_Tandem Dump Truck (PDF)



MEMORANDUM

To: Ms. Teresa B. Wilson, City Manager

From: LaWana Robinson-Lee, Buyer *(Signature)*

Date: October 8, 2013

Re: Request for Council Approval

Six (6) bids were received for the purchase of one Tandem Dump Truck. The request was made by Water Distribution.

I ask that you seek Council's approval for this purchase from Shealy's Truck Center Inc. Shealy's Truck Center Inc. was not the low bidder, but met the LBE requirements and agreed to match the lowest bidder's price, at the following quantity and cost plus S.C. sales tax.

1- Tandem Dump Truck	\$ 133,942.00
Sales tax	<u>300.00</u>
Total	\$ 134,242.00

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

This will be charged as follows:

Utilities Water Distribution & Maintenance- Autos, Truck, Heavy Equip.
Capital

5516203- 658500	\$ 134,242.00
-----------------	---------------

Attachment: Purchase Tandem Dump Truck (1067 : Tandem Dump Truck)

(Signature)
10/8/13

Bid Tabulation Report
00004-13-14: Tandem Dump Truck w/ Steerable Drop Axle
Friday, September 27, 2013

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: B000304 - SHEALYS TRUCK CENTER INC.					
1340 BLUFF RD COLUMBIA, SC 29201			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: Y		
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	138,968.00	138,968.00
Total SHEALYS TRUCK CENTER INC.					138,968.00
Bidder ID: B001351 - Carolina International Trucks, Inc.					
1619 Bluff Road COLUMBIA, SC 29202			Terms and Conditions: I Agree Noncollusion: Y Local Preference: Yes AMENDMENT: Y Certified Local Vendor: N		
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	135,202.00	135,202.00
Total Carolina International Trucks, Inc.					135,202.00
Bidder ID: B001352 - YOUNGS TRUCK CENTER INC					
POST OFFICE BOX 560007 CHARLOTTE, NC 28256			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	140,405.00	140,405.00
Total YOUNGS TRUCK CENTER INC					140,405.00
Bidder ID: B001785 - Worldwide Equipment					
707 Cherokee Lane W. Columbia, SC 29169-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	139,745.00	139,745.00
Total Worldwide Equipment					139,745.00
Bidder ID: B001860 - Columbia Truck Center					
1450 Bluff Road Columbia, SC 29201-			Terms and Conditions: I Agree Noncollusion: Y Local Preference: No AMENDMENT: Y Certified Local Vendor: N		
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	133,942.00	133,942.00
Total Columbia Truck Center					133,942.00

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.

Bid Tabulation Report
00004-13-14: Tandem Dump Truck w/ Steerable Drop Axle
Friday, September 27, 2013

Item #	Product Code	Product Description	Quantity	Unit Price	Extended
Bidder ID: V010470 - COLUMBIA TRUCK CENTER					
1450 BLUFF ROAD COLUMBIA, SC 29201		The Pete Store Submitted under Columbia Truck. Sales representative was formally at Columbia Truck and then went to the Pete Store.			
1	07200	Tandem Dump Truck with Steerable Drop Axle	1.00	144,024.00	144,024.00
Total COLUMBIA TRUCK CENTER					144,024.00

Terms and Conditions: I Agree
Noncollusion: Y
Local Preference: No
AMENDMENT: Y
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.



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Contract Renewal for Auditing Services

FINANCIAL IMPACT: Funding Source: Finance Water Administration-Audit Costs, 5511409-635600; \$67,450.00 and Accounting-Audit Costs, 1011401-635600; \$67,450.00

SUMMARY:

Council is asked to approve a Contract Renewal for Auditing Services, as requested by the Finance Department. Award to Webster Rogers, LLP in the amount of \$134,900.00.

ATTACHMENTS:

- Purchase_Webster Roger Memo (PDF)



MEMORANDUM

To: Ms. Teresa B. Wilson, City Manager

From: LaWana Robinson-Lee, Buyer *(Signature)*

Date: October 11, 2013

Re: Request for Council Approval

Request for the Renewal of the Contract for Auditing Services as requested by the Finance Department.

The original contract term was an initial period of three (3) years with an option to renew for two consecutive one (1) year terms. I ask that you seek Council's approval for this renewal with Webster Rogers LLP, at the following cost.

Auditing Services	\$134,900.00
Total	\$134,900.00

Webster Rogers, LLP is located in Florence, SC 29501

This will be charged as follows:

Finance Water Administration- Audit Costs	
5511409 - 635600	\$134,900.00

Attachment: Purchase Webster Roger Memo (1064 : Contract Renewal for Auditing Services)

(Signature)
10/14/13


Webster

CERTIFIED PUBLIC ACCOUNTANTS • CONSULTANTS

Columbia • Florence • Georgetown • Charleston • Myrtle Beach • Sumter • Litchfield • Summerville

August 13, 2013

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
City of Columbia
 P.O. Box 147
 Columbia, SC 29217

Dear Ladies and Gentlemen:

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the **City of Columbia** (the "City"), which comprise governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year-ended June 30, 2013, which collectively comprise the basic financial statements. We will also audit the financial statements of the **Columbia Development Corporation**, **TN Development Corporation**, the **Columbia Housing Development Corporation**, **Eau Claire Development Corporation**, and the **Columbia Empowerment Zone** as of and for the year ended June 30, 2013. You acknowledge that we are the group auditor of the City's basic financial statements as of and for the year ended June 30, 2013. We will not audit the financial statements of the Midlands Authority for Convention, Sports, and Tourism. Those financial statements will be audited by other component auditors. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of the City as of June 30, 2013, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement. Those standards, circulars, or supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. We will make reference to the component auditor's audit of Midlands Authority for Convention, Sports, and Tourism in our report on your financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

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MCGladrey ALLIANCE McGladrey

The City of Columbia, SC
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Attachment: Purchase Webster Roger Memo (1064 : Contract Renewal for Auditing Services)

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 2 of 8

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or frauds that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the finance, audit, and budget committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

- General Fund
- County Services Fund
- Water and Sewer Facilities Fund
- Parking Facilities Fund
- Accommodations Tax Fund
- Tourism Development Convention Center Fund
- Liquor Permits Fund
- Business Improvement District Fund
- Hospitality Tax Fund
- Confiscated Drug Program Fund
- Other Programs Fund
- Franchise Fee Fund
- Community Development Grants and Awards Fund
- Federal Grants Fund
- Other Grants Fund
- Debt Service Fund
- Congaree Vista District Fund
- Columbia Parking Facilities Corporation Fund
- Streetscaping Fund
- General Capital Projects Fund
- Miscellaneous Projects Fund
- Anna Dickson Park Trust Fund
- Hydro-Electric Facilities Fund
- Stormwater Facilities Fund
- Redevelopment Programs Fund
- Parks and Recreation Camp Fund
- Fleet Management Fund
- Support Services Fund
- Risk Management Fund
- Private Purpose Trust Funds
- Agency Funds

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 3 of 8

The component units whose financial statements you have told us are to be included as part of the City's basic financial statements are listed here:

1. Columbia Development Corporation
2. Columbia Housing Development Corporation
3. Eau Claire Development Corporation
4. Midlands Authority for Conventions, Sports, and Tourism
5. TN Development Corporation
6. Public Facilities Corporation (blended)
7. Columbia Parking Facilities Corporation (blended)
8. Columbia Empowerment Zone, Inc.

The federal financial assistance programs that you have told us that the City participates in and that are to be included as part of the single audit are listed here:

1. Economic Adjustment Assistance 11.307
2. Community Development Block Grant 14.218
3. HOME Loan Program 14.239
4. HUD Housing Opportunities for People with AIDS 14.241
5. Project Prevention 16.548
6. Bulletproof Vest Partnership 16.607
7. Public Safety Partnership and Community Policing Grants 16.710
8. Edward Byrne Memorial Justice Assistance Grant Program Cluster 16.738
9. Justice Assistance Criminal Domestic Violence Grant Program Cluster ARRA 16.803
10. Highway Construction and Planning 20.205
11. State and Community Highway Safety 20.600
12. Brownsfield Assessment 66.818
13. Energy Efficient and Conservation Block Grant 81.128
14. Assistance to Firefighters 97.044
15. Homeland Security Grant Program 97.067
16. SAFER Hiring Grant 97.083

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 4 of 8

- d For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan; and (c) report distribution including submitting the reporting package; and
- e. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
 - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the RSI and supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The finance, audit, and budget committee is responsible for informing us of its views about the risks of fraud or abuse within the entity and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us in any public or private securities offering.

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 5 of 8

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

WebsterRogers LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. WebsterRogers LLP also has not performed any procedures relating to this official statement.

Because WebsterRogers LLP will rely on the City and its management and the finance, audit, and budget committee to discharge the foregoing responsibilities, the City holds harmless and releases WebsterRogers LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, WebsterRogers's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Additionally, we require that any reproduction of our audit reports be included only with a complete presentation of all financial statements, footnotes, and supplemental schedules, as applicable, as referenced in the audit report.

The City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jan Alonso, Deputy Finance Director, and select members of her staff, at an audit planning meeting at the City on June 10, 2013. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including the preparation of the financial statements. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States GAS require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City of Columbia, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Jeff Palen, Chief Financial

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 6 of 8

Officer, possesses suitable skill, knowledge, or experience and that the individual understands the preparation of the financial statement services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Jeff Palen, Chief Financial Officer, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Jeff Palen will assume all management responsibilities for subject matter and scope of the preparation of the financial statements.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of the City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from the City personnel.
- b. Timely responses to our inquiries.
- c. Timely completion and delivery of client assistance requests.
- d. Timely communication of all significant accounting and financial reporting matters.
- e. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$134,900 unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate WebsterRogers LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of WebsterRogers LLP.

In the event we are requested or authorized by The City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Members of the Finance, Audit and Budget Committee
 Ms. Teresa B. Wilson, City Manager
 Mr. Jeffery M. Palen, Chief Financial Officer
 August 13, 2013
 Page 7 of 8

The documentation for this engagement is the property of WebsterRogers LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of WebsterRogers LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the CAFR is to consist of preparing the statistical schedules based on information the City provides and reading the introductory section.

Claim Resolution

The City and WebsterRogers LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by WebsterRogers LLP or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. WebsterRogers LLP's liability for all claims, damages, and costs of the City arising from this engagement is limited to the amount of fees paid by the City to WebsterRogers LLP for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the mayor and members of city council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ended June 30, 2013.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular No. A-133, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between WebsterRogers LLP and the City superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Members of the Finance, Audit and Budget Committee
Ms. Teresa B. Wilson, City Manager
Mr. Jeffery M. Palen, Chief Financial Officer
August 13, 2013
Page 8 of 8

Please sign and return the attached copy of this letter to indicate your acknowledgment of and agreement with the arrangements for our audit of the financial statements including our respective responsibilities.

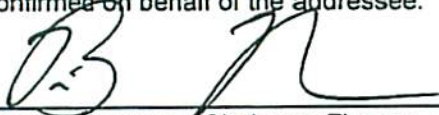
Sincerely,

WebsterRogers LLP

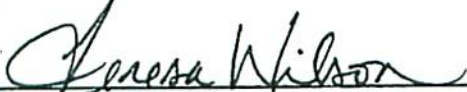


Ellen K. Adkins, CPA
Partner

Confirmed on behalf of the addressee:



Brian D. Newman, Chairman Finance, Audit and Budget Committee



Teresa B. Wilson, City Manager



Jeffery M. Palen, Chief Financial Officer

Attachment: Purchase Webster Roger Memo (1064 : Contract Renewal for Auditing Services)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Asphalt Paver and Options

FINANCIAL IMPACT: Funding Source: Streets-Water & Sewer Repair/Auto,
Truck, Heavy Equipment-Capital; 5513202-658500

SUMMARY:

Council is asked to approve the Purchase of One (1) Asphalt Paver and Options, as requested by the Streets Division. Award to Blanchard Machinery Company, using the National Joint Powers Alliance Contract in the amount of \$137,410.00. This vendor is located in Columbia, SC.

ATTACHMENTS:

- Purchase_Aspphalt Paver (PDF)



MEMORANDUM

To: Ms. Teresa Wilson, City Manager

From: LaWana Robinson-Lee, Buyer 

Date: October 7, 2013

Re: Request for Council Approval

Request for the purchase of One (1) Asphalt Paver and options as requested by the Streets Division.

I ask that you seek Council's approval for this purchase using the National Joint Powers Alliance Contract #060311-VTL, Blanchard Machinery Company, at the following quantity and cost plus S.C. sales tax.

1-Asphalt Paver 8500C	\$137,110.00
Plus Sales tax	<u>300.00</u>
Total	\$137,410.00

Blanchard Machinery Company is located in Columbia, SC 29202

This will be charged as follows:

Streets- Water & Sewer Repair/ Auto, Truck, Heavy Equipment- Capital	
5513202 - 658500	\$137,410.00

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 cooperative purchasing.

Attachment: Purchase Asphalt Paver (1066 : Asphalt Paver and Options)


10/8/13

Quoted For: City of ColumbiaDealer: Blanchard Machinery

Date: 13 September 2013

NJPA Contract #: 060311-VTL

8500C Paver

8500C Pavers are equipped with: Tier 4i Naturally Aspirated engine w/glow plugs and controlled by manual levers mounted on both sides, electric throttle, enclosed engine package, 9" dia. augers, manually adjustable tow points, 2 Speed Drive Motor, fail-safe brakes w/ anti-creep function, Amber Safety Strobe Light, vandalism protection covers, horn, back-up alarm, Spraydown system with 2 hose wraps, oil pressure gauge, hour meter, electric fuel gauge, volt meter, water temp, tachometer. Legend Screed: 8' to 15' hydraulically-extendable w/ single vibrator, heated by 4 LP burners.

TOTAL LIST PRICE BASE UNIT:	\$ 112,000.00
NJPA DISCOUNT (5%)	- \$ 5,600.00
TOTAL NJPA LIST PRICE BASE UNIT:	\$ 106,400.00
SALES TAX	\$ 300.00
FREIGHT PER NJPA DISCOUNT, SPECIAL ONE TIME PRICING:	\$ 900.00
TOTAL PRICING DELIVERED TO AGENCY:	\$ 107,600.00*

POSSIBLE OPTIONS. MANUFACTURE LIST PRICE:

(Options do qualify for the NJPA Discount with machine order)

Electric Legend Screed: 8' to 15' hydraulically-extendable w/ single vibrator, electrically heated.	\$ 5,850.00*
14" Poly Pad Tracks	\$ 4,800.00
High-Deck Configuration (includes second seat with option)	\$ 1,600.00*
Truck Hitch	\$ 6,250.00
Second Seat (Low Deck configuration only)	\$ 450.00
Work Light Package (4 Lights)	\$ 820.00
Sonic Auger, Sensors and Cords	\$ 4,100.00*
Electric Screws for Grade Controls	\$ 1,800.00
Wiring Only, Grade Controls (Topcon) - includes A M modules	\$ 3,400.00
Dual Grade Control (Topcon System 5) - includes electric screws	\$ 17,000.00*
Citrus Tank, 7 Gallons	\$ 960.00*
Hose Reel (limited to 2)	\$ 540.00

EAH
10-7-13

1 @ 137,110.00

Attachment: Purchase Asphalt Paver (1066 : Asphalt Paver and Options)

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY – VT LEEBOY, INC.

DATE November 14, 2011	RFP # 060311
AWARDED CONTRACT NUMBER 060311-VTL	NJPA RFP TITLE & CATEGORY Heavy Construction Equipment Together With Related Accessories, Supplies, And Services Heavy Equipment, Paving Equipment
CONTRACT PERIOD November 14, 2011 through November 14, 2015	PRICING MODEL Discount from catalog/list
DESCRIPTION Asphalt Rakes and Tools, Compactors, Curbing, Distributors, Force Feed Loaders, Motor Graders, Maintainers, Mixers, Pavers, Rollers, Scrapers, Screeds.	
VENDOR NAME AND ADDRESS VT LeeBoy, Inc. 500 Lincoln County Parkway Ext Lincolnton, NC 28092	VENDOR CONTACT Naomi Gibson 704-966-3371 ngibson@leeboy.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.6 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". • Request for Proposal (RFP) • Bid Acceptance & Award • Pricing Discount Summary • Bidder's Response and Pricing - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION Board Minutes Affidavit of Advertisement Bid Evaluation Bid Opening Witness Page Bid Comment & Review
DOCUMENTATION OF CONTRACT MAINTENANCE Renewal Extension 11-15-12	ADDITIONAL INFORMATION: • Award Announcement

NJPA INFORMATION

NJPA CONTACT Jeremy Schwartz	TITLE NJPA Contract Manager
PHONE 218-894-5488	EMAIL jeremy.schwartz@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department

Attachment: Purchase Asphalt Paver (1066 : Asphalt Paver and Options)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Purchasing

FROM: Sandra Wright

SUBJECT: Request for Council Approval – Emergency Procurement of Magnesium Hydroxide for Metro Wastewater Treatment Plant

FINANCIAL IMPACT: Wastewater Treatment Plant, Operations, Testing, and Maintenance/ 5516208-638500

SUMMARY:

I ask that you seek Council's approval for an emergency purchase of Magnesium Hydroxide in the amount of \$196,344.00 which allows the Metro Wastewater Treatment Plant a 3 month window to implement a temporary bulk storage tank and a feed system. The new system will insure governmental compliance by supplying the plant with Magnesium Hydroxide as needed. Please, see attached memo from the Interim Plant Superintendent for a more detailed explanation of the process.

Premier Magnesia, LLC located in West Conshohocken, PA is the supplier for the Magnesium Hydroxide.

ATTACHMENTS:

- Emergency Procurement Request (PDF)
- Quotes for Magnesium and Feed System (PDF)



MEMORANDUM

To: Ms. Teresa B. Wilson, City Manager

From: Kelly L. LeVeck, Buyer, Purchasing Division *(KLL)*

Date: November 4, 2013

Re: Request for Council Approval – Emergency Procurement of Magnesium Hydroxide for Metro Wastewater Treatment Plant

I ask that you seek Council's approval for an emergency purchase of Magnesium Hydroxide in the amount of \$196,344.00 which allows a 3 month window to implement a new temporary bulk storage tank and a feed system. Currently, the plant must feed Magnesium Hydroxide to keep in compliance with governmental regulations. Please, see attached memo from the Interim Plant Superintendent for a more detailed explanation of the process.

This purchase allows the Metro Wastewater Treatment Plant time to implement a new temporary bulk storage area and feed system. The new system will insure governmental compliance by supplying the plant with Magnesium Hydroxide as needed. I am currently working with Metro refining the specifications needed for a new bid that will be out mid/late winter.

Original Purchase requested:	\$104,800.00
Change Order Request:	\$ 77,000.00
SC sales tax:	<u>\$ 14,544.00</u>
Total including sales tax:	\$196,344.00

Premier Magnesia, LLC. are located in West Conshohocken, PA 19428

This will be charged as follows:

Wastewater Treatment Plant, Operations, Testing, and Maintenance/ 5516208-638500	\$196,344.00
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DL
11/5/13

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)

JUSTIFICATION FOR
EMERGENCY PROCUREMENT

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

This governmental body proposes to procure services for the temporary feed of Magnesium hydroxide for Train 2. Services include temporary pumping, hosing, valves & appurtenances, and up to 10 deliveries.

(1)

as a emergency procurement from Premier Magnesia, LLC.

(2)

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

The plant is showing decreased pH that could result in exceedances of the City's NPDES limits. Magnesium hydroxide will provide operations will the ability for pH adjustments to the wastewater stream and alkalinity addition for nitrification. Permit violations result in fines and enforcement actions.

(3)

10/15/2013 KU
Date

Department Head

Melissa S. Gentig
Assistant City Manager

John A. Wright
Purchasing Agent

Alonso
CFO or Authorized Designee

goods or services to be procured.
agency contractor.
ion and basis for emergency 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.

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)

 We Are Columbia	CITY OF COLUMBIA PURCHASING DIVISION ***For Internal Use Only PO Change/Modification Order Form	Contract Number:	
		Procurement Officer:	
		Phone:	803.545.3470
		E-Mail Address:	
		Address:	1136 Washington St., 4 th Floor Columbia, SC 29201

Routing Date: 11 / 04 / 13DESCRIPTION: Magnesium hydroxide

Form must be completed for all requested
changes/modifications greater than
\$100.00.

DEPARTMENT NAME AND REQUESTOR: Metro WWTP - Madeline ZimmermanPremier Magnesia LLC - 300 Barr Harbor Drive Suite 250CONTRACTOR'S NAME AND ADDRESS: West Conshohocken, PA 19428PURCHASE ORDER NUMBER (if applicable): P138686 CHANGE ORDER # 01

TYPE OF CHANGE (check all applicable boxes):

- ☒ Purchase Order Increase
☐ Purchase Order Decrease
☐ Change to Contract Scope of Work
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☐ Other Change

Brief Explanation/Justification: Division must increase the PO to procure enough magnesium hydroxide to last until the completion of upcoming bid (est February 1, 2014).

Requested Amount of Increase/Decrease: \$ 77,000.00 Current PO amount/total: \$ 113,184.00Accounting Information on Original PO: ORG 5516208 OBJ 638500 (Required)Funding/Account Info for Change Order: ORG 5516208 OBJ 638500 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):
5516208 budget transfer sent forward on 11/4/13

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$0 - \$5,000): Interim Plant Superintendent
 Recommended for Approval: [Signature] (Signature) (Title)

Assistant City Manager Approval (\$5,000.01-25,000): ACM
 Recommended for Approval: [Signature] (Signature) (Title)

City Manager Approval (\$25,000.01 - \$50,000):
 Recommended for Approval: _____ (Signature) _____ (Title)

City Manager, please acknowledge:

City Council Approval Needed: Yes or No

If yes, a copy of the final City Council minutes must be attached to this document and maintained with the purchasing file.

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.

INTERNAL PO Modification CHANGE ORDER (COC 10.30.13 Revised)

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)



We Are Columbia

PO Box 147, Columbia, SC 29217 • Phone: 803-545-3289 • Fax: 803-733-8674

To: Kelly LeVeck
Buyer

From: Laxmi Nagaraj
Interim Plant Superintendent

Date: October 16, 2013

Ref: Emergency Procurement of Magnesium Hydroxide

Kelly,

The Metropolitan Wastewater Treatment Plant (Metro WWTP) exceeded its ammonia (NH_3) limit for the month of August and September 2013. To meet the NH_3 limit and to stay compliant, process modifications were made to Train 2 to fully nitrify the influent NH_3 to nitrate (NO_3^-). During this process, alkalinity in the wastewater is consumed. Alkalinity concentrations in the influent wastewater are relatively low requiring supplementary alkalinity such as magnesium hydroxide. If supplementary alkalinity is not added to the process, low levels of alkalinity can inhibit the nitrification process and can depress the pH below 6 which can lead to permit violations. Therefore, the emergency procurement of supplemental alkalinity in the form of magnesium hydroxide is required for nitrification so that the plant can meet its permit limits.

Please do not hesitate to contact me or members of my staff should you have questions or need additional information.

Sincerely,


Laxmi Nagaraj
Interim Plant Superintendent

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)

Quote & Justification from Pent

LeVeck, Kelly L

From: Zimmerman, Madeline
Sent: Monday, October 14, 2013 6:23 PM
To: LeVeck, Kelly L
Cc: Wright, Sandra A; Nagaraj, Laxmi; Davis, William H; Wagoner, David L.; 'Yandle, Fred L'
Subject: FW: Thioguard Quote
Attachments: PREMIER W-9.pdf; James Elsey.vcf

Kelly,

I have attached a copy of the W-9 and Mr. Elsey's contact information. I will also attach the Emergency Justification to the requisition (R152673) for you to expedite authorization.

Thanks,

Madeline Zimmerman, Sr Staff Assistant
 Utilities & Engineering – Metro WWTP
 1200 Simmon Tree Lane, Columbia, SC 29201
 Phone: 803-733-8566
 Fax: 803-988-8057
 ColumbiaSC.net

-----Original Message-----

From: Nagaraj, Laxmi
Sent: Monday, October 14, 2013 3:46 PM
To: Zimmerman, Madeline
Subject: FW: Thioguard Quote

FYI

-----Original Message-----

From: James Elsey [<mailto:jelsey@premiermagnesia.com>]
Sent: Monday, October 14, 2013 2:56 PM
To: Nagaraj, Laxmi
Subject: Thioguard Quote

Laxmi:

Delivered price for Thioguard is \$2.14 per gallon, plus a tanker drop off charge \$0.48 per gallon. This will only be charged if the carrier has to leave the trailer on site. Total gallons should be ~3,900 gallons.

James M. Elsey
 Southeast Project Manager
 Premier Magnesia, LLC
 770-365-2068

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)

From: Nagaraj, Laxmi
To: Zimmerman, Madeline
Subject: FW: Premier Contact Information
Date: Monday, October 14, 2013 1:26:52 PM
Attachments: James Elsey.vcf
Importance: High

Madeline:
FYI

From: Wagoner, David L. [mailto:wagonerdl@cdmsmith.com]
Sent: Monday, October 14, 2013 12:19 PM
To: Nagaraj, Laxmi; Wiman, David R
Cc: Jim Struve (jstruve@hazenandsawyer.com); Zimmerman, Madeline; House, Michael E; Hinson, Kim (khinson@hazenandsawyer.com)
Subject: FW: Premier Contact Information
Importance: High

Laxmi and David,
Please see information below and attached. A PO is needed for the tanker of Magnesium Hydroxide (mag) that is coming in this afternoon. It will be set up to start feeding mag this afternoon.
James Elsey of Premier will be bringing pump and tubing and on-site to assist in set-up/start-up.

This is a temporary/emergency need but still need to make sure safety precautions are in place around tanker, MSDS is reviewed/on file, operators are informed, stormwater catch basins in the area are protected/sandbagged, electrical service is secure, etc.

Thanks.
David

From: Struve, James N. [mailto:jstruve@hazenandsawyer.com]
Sent: Thursday, October 10, 2013 6:01 PM
To: Faulk, Tommy
Cc: Struve, James N.; Wagoner, David L.
Subject: Premier Contact Information

Tommy- As we discussed, I have attached contact information for James Elsey of Premier Magnesia. Please contact him tomorrow about getting a tanker of magnesium hydroxide on-site Monday, Oct 14th. Premier will also have to provide temporary pumping, hosing, and any valves and appurtenances as required to convey the magnesium hydroxide to the primary clarifier effluent channel. This cost should be approximately \$2.60 per gallon per previous discussions with James.

The City will have to provide temporary power for the feed pump. Please coordinate voltage and amperage requirements with James and notify your maintenance staff that this will be required for operation on Monday.

In order to get delivery by Monday, Oct 14th, the City will need to set-up an account with Premier. Consequently, the following minimum information is required by the City:

Attachment: Emergency Procurement Request (1080 : Emergency Procurement of Magnesium)

- City Tax ID Number
- Shipping Address
- Purchase Order Number

James – I have attached Tommy Faulk's contact information for your information as well.

It is imperative that an account is established tomorrow so that delivery can occur by Monday, Oct 14th.

Jim

James N. Struve, PE

Vice President | Hazen and Sawyer
4944 Parkway Plaza Blvd, Ste. 375, Charlotte NC 28217
704 357-3150 (main) | 704 941-6046 (direct) | 704 650-6309 (cell)
jstruve@hazenandsawyer.com | hazenandsawyer.com

**COLUMBIA**

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

TO: **PREMIER MAGNESIA LLC**
300 BARR HARBOR DRIVE, SUITE 250
WEST CONSHOHOCKEN, PA 19428

PURCHASE ORDER	
P.O. NUMBER	P138686
DATE	10/16/13
VENDOR I.D.	V013286
DELIVERY DATE	
FOB	DESTINATION
REQUISITION NO	R152673
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

FAX#

Page 1 of 1

DELIVER ITEMS TO:

WASTEWATER TREATMENT PLANT (METRO)
1200 SIMMON TREE LANE
COLUMBIA, SC 29201

SEND INVOICE TO:

ACCOUNTING
PO BOX 147
COLUMBIA, SC 29217

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	Open Purchase Order that will close 6/30/2014. KLL Magnesium hydroxide Contact: Madeline Zimmerman @ 803-733-8566 Kelly L. LeVeck Buyer Procurement Department City of Columbia 1136 Washington Street, 4th Floor PO Box 147 Columbia, SC 29201/29217 (v) 803-545-3472 (f) 803-733-8408	104,800	EA	1.00	104,800.00
				SALES TAX	8,384.00
				TOTAL	113,184.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

AUTHORIZED SIGNATURE

City of Columbia	
Quotes for Magnesium Hydroxide and temporary Feed System (R152673)	
Premier Magnesium	Polytec
\$2.14/gal + \$900.00/month for temporary tank and feed system	No quote available - Polytec requires a 3 yr commitment
46,449 gallons = \$5,400 rental (\$900.00 x 6) =	
total \$104,800.00	



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Black & Veatch Compliance Consulting MWWTP SS7256 The Above Referenced Agreement Provides for the Engineering Consulting Services Related to the Process Control Matters, Assessment of the Existing On-Site Laboratory, Evaluation of the Existing Industrial Pre-Treatment Program, and Oversight of Install Action of Process Monitoring Installation.

FINANCIAL IMPACT: Staff has negotiated with Black & Veatch to provide the services for a not to exceed fee of \$266,000.00. The project is being funded by the Sewer Maintenance Fund (5516208-638505). Services to be performed will impact all City Council districts.

SUMMARY:

ATTACHMENTS:

- B&V.2013.SS7256.CDComplianceConsulting.Council Memo.w.attachments.kr (PDF)
- B&V.2013.SS7256.CDComplianceConsulting.Council.Memo.with B&V signature.kr (PDF)



CITY OF COLUMBIA
SOUTH CAROLINA

INTER-OFFICE MEMORANDUM

TO: Ms. Teresa Wilson
City Manager

DATE: October 29, 2013

FROM: Shannon S. Lizewski
Contracts Administrator

INITIAL: *Kimberly Roof*
for Shannon Lizewski

SUBJECT: **COUNCIL AGENDA ITEM:** Agreement for Engineering Services for Black & Veatch for Regulatory Compliance Consulting for the Metropolitan Wastewater Treatment Plant; CIP Project SS7256

The enclosed subject Agreement provides for the engineering consulting services relating to the process control matters, assessment of the existing on-site laboratory, evaluation of the existing industrial pretreatment program, and oversight of installation of process monitoring installation. A complete Scope of Services is outlined in the attached package.

Staff has negotiated with Black & Veatch Corporation to provide the above services for a not to exceed fee of \$266,000.00. The professional services budget for this project is established at \$275,000.00. Black & Veatch Corporation is an OBE firm with headquarters in Overland, KS and an office in Greenville, SC. Black & Veatch Corporation participates in the City's Mentor Protégé Program and formally mentors Howard Engineering, an FBE firm located in Marietta, SC who is providing electrical and instrumentation system design and laboratory training services at 6.2% of the contract value. The following additional sub-consultants will be utilized for this project in the following capacities:

- Shealy Environmental Services, Inc., an SBE firm located in Cayce, SC, will perform Analytical Testing Services at 7.5% of the contract value
- ICA Engineering, Inc., an OBE firm with headquarters located in Brentwood, TN and a local office in Columbia, SC, will provide Biological Process Control SOP Training at 3.75% of the contract value

Services to be performed will impact all City Council districts. The project is being funded by the Sewer Maintenance Fund (5516208-638505).

The Compliance Division has reviewed this project on behalf of the Mentor Protégé Program, the Legal Department has reviewed this Agreement, and the Director of Engineering and the Assistant City Manager for Operations recommend its approval.

/enclosures

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Dana R. Higgins, P.E., City Engineer
Mr. Bill Davis, P.E., Wastewater Engineer

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation (hereinafter referred to as the "Engineer"), for Engineer to render certain services required for design and construction of Regulatory Compliance Consulting for Metro WWTP (SS7256).

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

I. Scope of Services

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

II. Supplemental or Additional Services

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

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

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

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.

V. Compensation

A. The compensation paid by the City to the Engineer under this Agreement for Phase 1 (Project Coordination), shall not exceed a lump sum fee of Fifteen Thousand and No/100 (\$15,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Phase 2 (Process Control) shall not exceed a lump sum fee of Eighty-Five Thousand and No/100 (\$85,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Phase 3 (Laboratory Assessment) shall not exceed a lump sum fee of Forty-Two Thousand and No/100 (\$42,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Phase 4 (IPP Assessment) shall not exceed a lump sum fee of Thirty-Nine Thousand and No/100 (\$39,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Phase 5 (Process Instrumentation and Installation Oversight) shall not exceed a lump sum fee of Fifteen Thousand and No/100 (\$15,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Analytical Testing shall be based on the Laboratory Analysis Rate Schedule as provided for in Exhibit B.1, and shall not exceed Twenty Thousand and No/100 (\$20,000.00) dollars.

The compensation paid by the City to the Engineer under this Agreement for Phase 6 (Additional Consulting Services) shall be based on the Hourly Rate Schedule as provided for in Exhibit B, and shall not exceed Fifty Thousand and No/100 (\$50,000.00) dollars.

The total compensation paid by the City to the Engineer under this Agreement shall not exceed Two Hundred, Sixty-Six Thousand and No/100 (\$266,000.00) dollars.

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment 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, including any such services that are specified in the Summary of Proposed Sub-consultants shown on Exhibit B or Exhibit B.1 hereto, and identify if the subcontractor is a Minority or Female 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.

VI. 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.

VII. 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.

VIII. 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.

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The 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 **plus fifteen percent** 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.

X. 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.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of 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, P.O. Box 803823, Kansas City, MO 64180-3823.

XII. 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
City Manager

Black & Veatch Corporation

Witness

By: _____
Title:

RECOMMENDED BY: _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

BV.SSCONORD whd/sl

EXHIBIT APage 1 of 11

**EXHIBIT A
TO
CONTRACT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCOPE OF SERVICES

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide engineering consulting services for the Regulatory Compliance Consulting Project for the Metro Wastewater Treatment Plant (WWTP).

The project consists of engineering consultation on process control matters, assessment of the existing on-site laboratory, evaluation of the existing industrial pretreatment program, and oversight of installation of process monitoring instrumentation. Specific components of the overall project include the following:

- Identification and documentation of biological process measures to manage and control nitrification within the existing treatment system, based on the existing plant configuration and unit processes. These measures will be incorporated into standard operating procedures (SOPs) and be documented in the format of the existing Metro WWTP Operation and Maintenance Manual. Training will be provided to Metro WWTP staff on the new SOPs.
- Review of process instrumentation to assess the condition of the equipment. Utilizing the previous instrumentation inventory information by Metro WWTP staff and others, develop a condition assessment report and provide recommendations for instrumentation maintenance and/or replacement. Design and prepare specifications for new instrumentation that will be included in the construction documents for the non-potable water system improvements. Development of a scope of services for a plant-wide process instrumentation maintenance contract. Development of a request for qualifications and request for proposals and evaluation of submittals. Negotiation of contract terms with the selected vendor. The City will be responsible for implementation of final maintenance contract.
- Identification and quantification of high strength waste streams to determine potential impact on the Metro WWTP's biological process and disinfection

EXHIBIT APage 2 of 11

effectiveness. These waste streams may include landfill leachate (hauled or pumped), centrifuge centrate, dissolved air flotation system underflow, other hauled waste, plant process washdown, and other potential streams. Emphasis shall be placed on the landfill leachate, as data to date has shown it to be of greatest concern. Funding of \$20,000 is provided for sampling, analysis, and characterization of the high strength waste streams. This task is only for collection of monitoring data and does not include evaluation of impacts on the treatment plant. City will be responsible for providing flow information for recycle streams generated within the site of the metro wastewater treatment plant.

- Perform a Gap Analysis on the existing on-site laboratory and document necessary improvements, budget requirements, etc. needed to achieve laboratory certification.
- Perform a Gap Analysis on the current industrial pretreatment program to identify areas of deficiency and provide recommendations for improvements.
- Provide oversight of installation of residual chlorine and ammonia analyzers for compliance with recently submitted Corrective Action Plan to address fecal coliform issues.

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

PHASE 1 – PROJECT COORDINATION

The Project Coordination phase will include general project administration duties and preparation of project management documents, including project budget, schedule, and quality assurance and quality control plan. In addition, this phase will include reviewing ongoing activities, coordination with sub-consultants, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted.

A. Preliminary and General Work

1. Conduct a project initiation meeting to clarify City's requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.
2. Conduct project meetings on a monthly basis and at milestones in the detailed task descriptions in this Scope of Services. Where possible, the monthly project meetings will be held to coincide with the milestone meetings.
3. Prepare and distribute meeting minutes for project review meetings.

EXHIBIT APage 3 of 11

4. Review City-furnished front-end documents, general conditions, special conditions, standard specifications, and standard details. Meet with City to resolve review comments, and revise Engineer's standard documents accordingly.
5. Prepare monthly project status report for City's Project Manager to accompany engineering services invoice. Status reports to include the following:
 - a. Status of work done on each task.
 - b. Discussion of project issues.
 - c. Project budget update.
 - d. Project schedule update.
6. Coordinate work with Engineer's subconsultants to include scheduling, billing, review of deliverables, etc.
7. Provide project information and coordinate with other consultants contracted by the City pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other.

B. Data Collection and Review

1. Develop a comprehensive data request for the City to include any necessary operating information, previous engineering studies, existing design information, existing record drawings, etc.
2. Perform one site visit to review project site and determine any field conditions that must be considered during design.

PHASE 2 – PROCESS CONSULTING

The Process Consulting phase is the segment of the project in which the plant's biological process is reviewed and recommendations made to manage and control nitrification in the process. A review of process instrumentation will be provided with recommendations for repair and/or replacement of instruments as required. In addition as part of this phase, an analytical testing allowance is included to assist with characterizing high strength waste streams and evaluating their impact on the Metro WWTP's biological process and disinfection effectiveness. The following tasks and subtasks will be performed during this phase:

- A. Development of Biological Process Control SOPs** - The Metro WWTP's biological processes will be reviewed and a set of standard operating procedures (SOPs) developed based on existing unit processes. The goal of these SOPs will be to assist the plant operations staff with the control of nitrification within the process. These SOPs are intended to be a dynamic document that can be updated in the future as process improvements are implemented. The SOPs will be developed in a format agreed upon

EXHIBIT APage 4 of 11

with Metro WWTP operating staff. Training on the SOPs will be provided by a subconsultant and these costs are covered under an allowance.

- B. Condition Assessment of Process Instrumentation** – The existing Metro WWTP process instrumentation will be reviewed to assess its condition. Existing inventory information developed by Metro WWTP staff and others will be reviewed. Items such as manufacturer preference, effectiveness of location, remaining service life, and physical condition will be taken into consideration. A condition assessment report will be developed and will include recommendations for instrumentation maintenance and/or replacement. This subtask also includes development of a scope of services for a plant-wide process instrumentation maintenance contract. A request for qualifications and request for proposals for vendors will be developed and responses evaluated. The contract terms will be negotiated with the selected vendor.
- C. Analytical Sampling** - Provide sampling, analysis, and data evaluation of high strength waste and other plant process streams to properly characterize these streams and assist with evaluating resulting secondary effluent conditions and disinfection response. Prior to commencement of sampling, a monitoring plan will be prepared and submitted to the City for review. Funding of \$20,000 is provided for these services.

PHASE 3 – LABORATORY ASSESSMENT

The City has requested that the Engineer perform an assessment of the Metro WWTP laboratory and provide recommendations for necessary improvements to provide reliable data for process control and to achieve certification for certain compliance parameters. This assessment will be conducted in the form of a Gap Analysis. The following specific tasks will be performed during this phase:

- A. Laboratory Review** - The goal of this task is to determine the current Metro WWTP laboratory conditions. The laboratory supports multiple internal clients with a variety of sampling, analytical, data management, and reporting requirements.
1. Identify and confirm the various internal laboratory clients and develop a listing of sampling, analytical, data management, and reporting requirements. Identify and review the work for regulatory purposes versus process control requirements.
 2. Develop a process specific review for each of the internal clients' requirements. Specifically, the review process will include but not be limited to the following: work flow diagram development, sample collection protocol, chain of custody protocol, analytical techniques and standard operating procedures for each analysis, laboratory equipment condition/needs assessment, and laboratory data management.
 3. Review laboratory staffing, both numerical and qualifications, in relationship to the current and future demands of the internal clients.

EXHIBIT APage 5 of 11

4. Review of the laboratory physical space to ensure the current space and configuration is adequate for the current and future demands of the internal clients.

B. Laboratory Training - Provide training to the laboratory staff which will consist of the following:

1. A written training plan that will cover the requirements and recommended improvements to the laboratory monitoring and QA/QC program.
2. Five (5) days of classroom and in-laboratory instruction and reference materials on the laboratory modifications and procedures.

C. Gap Analysis Documentation – Produce a draft Gap Analysis Report documenting the findings and recommendations, including estimates of costs for equipment and or staffing improvements or additions. In addition, the report will outline the necessary steps to obtain laboratory certification for recommended parameters. Submit five (5) copies of the draft report to the City for review. Attend one review meeting with City staff to receive comments on the draft report. Modify the report as required and provide five (5) final copies of the Gap Analysis.

PHASE 4 – INDUSTRIAL PRETREATMENT PROGRAM ASSESSMENT

This phase of the project includes auditing the City's current industrial pretreatment program (IPP) and providing training to the City's industrial pretreatment coordinator and additional staff. This assessment will be conducted in the form of a Gap Analysis. The following specific tasks will be performed during this phase:

A. Audit and Assessment - Conduct an audit of the City's IPP to identify potential areas of noncompliance or necessary improvement. This will include reviewing the following items:

1. City industrial inspection and monitoring records.
2. Industrial user self-monitoring records.
3. Status of industrial user permit applications, industrial user monitoring, industrial user inspections, industrial user violations, compliance activities and permit renewals.
4. Existing Sewer Use Ordinance.
5. Existing evaluation of technically based local limits / headworks loading.
6. Status of submittals to the South Carolina Department of Health and Environmental Control for such items as the annual report, responses to IPP compliance reviews, etc.
7. Management of data submitted for review under the IPP.
8. Compliance with proposed or anticipated Federal effluent guidelines.

EXHIBIT APage 6 of 11

The audit will not examine issues related to billing and collection of surcharge, laboratory data, and industrial issues related to stormwater.

- C. IPP Training** - Provide training to the IPP coordinator which will consist of the following:
3. A written training plan that will cover the requirements and recommended improvements for the IPP.
 4. Two (2) days of classroom instruction and reference materials on the IPP.
 5. Two (2) days of site visits with the IPP coordinator to industrial customers to perform industrial inspections.
- D. IPP Gap Analysis and Training Documentation** – Produce a draft Gap Analysis Report documenting the findings and recommendations of the audit and assessment conducted under item A of this phase. The report will include estimates of costs for equipment, follow-up sampling and/or staffing improvements or additions. The report will also provide documentation of the training materials and observations from the training exercise from item B of this phase. Submit five (5) copies of the draft report to the City for review. Attend one review meeting with City staff to receive comments on the draft report. Modify the report as required and provide five (5) final copies of the Gap Analysis.

PHASE 5 – PROCESS INSTRUMENTATION INSTALLATION OVERSIGHT

This phase includes the oversight of the contractor installation of process instrumentation associated with the Corrective Action Plan for fecal coliform excursions. The instruments include chlorine residual analyzers and ammonia analyzers. Specific tasks include the following:

- A. Shop Drawing Submittal Review** – Review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- B. Requests for Information, Change Orders, and Claims -**
1. Requests for Information – Interpret construction contract documents when requested by City or the Contractor. Requests for clarification or information shall be in writing, and copies of Engineer's response shall be distributed to City.
 2. Change Orders – Review City or Contractor requests for project changes.
 - Review documentation.
 - Prepare any additional documentation required.
 - Administer the processing of change orders.

EXHIBIT APage 7 of 11

- Review applications for extension of construction time.
 - Evaluate the cost and scheduling.
 - Submit recommendations to City.
 - Assist City in negotiations with Contractor to obtain a fair price for the work.
3. **Claims** – Act on claims of City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- C. Contractor Pay Requests** – Review and process the Contractor’s monthly payment requests, and forward to City if appropriate. Engineer’s review shall be for the purpose of making a full independent mathematical check of the Contractor’s payment request.
- D. Site Visits** – Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and Contractor. Three visits to the project site are included.
- E. Final Inspection** - Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the Contractor.

PHASE 6 – ADDITIONAL CONSULTING SERVICES

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

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this project are included in the scope of services and compensation for this Contract).
 - b. Security Assessments.
 - c. Value Engineering reviews and services.
 - d. Renderings or photo realistic drawings.
 - e. Establishing a project communications site.
 - f. Supplemental engineering work required to meet the requirements of regulatory or

City of Columbia

Regulatory Compliance Consulting for the Metro WWTP

Exhibit A_Scope of Services_102413

A-7

Black & Veatch Corporation

Packet Pg. 131

EXHIBIT APage 8 of 11

funding agencies that become effective subsequent to the date of this agreement.

- g. Special consultants or independent professional associates requested or authorized by City.
- h. Assistance with bid protests and rebidding.
- i. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- j. Additions to an engineering report or other document to update or revise original recommendations.
- k. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- l. Preparing measured drawings.
- m. Design of deep foundation support systems for structures.

2. Rights-of-way and property acquisition:

- a. Aerial photography.
- b. Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
- c. Setting horizontal and vertical controls and locating street, road, highway, and utility rights-of-way and critical property corners and to provide additional records on rights-of-way and property information.
- d. Prepare title reports on each parcel of property for purchase or arranging for easements or rights-of-way.
- e. Prepare legal descriptions for the City's use in acquiring property or rights-of-way and easements.
- f. Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
- g. Engineering assistance to City in negotiation meetings and condemnation proceedings.
- h. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way

limits.

3. Environmental Assessment:

- a. Environmental assessment reports and/or environmental impact statements.
- b. Cultural resources and/or archaeological study and reports.
- c. Archaeological consultations regarding artifacts that may be uncovered during construction.

4. Testing:

- a. Laboratory and field testing and any reports or studies on materials and equipment requested by City, not specifically covered in the scope.
- b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

5. Hazardous Environmental Conditions:

- a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
- b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

6. Conducting pilot plant studies and tests.

7. Support services for additional work in connection with public information activity.

8. Services During Construction:

- a. Submittal of a schedule for field staffing requirements and cash flow projections for engineering services during construction, along with a standard report format, to City.
- b. Visits to the construction site or to City's location in excess of the number of such trips and the associated time set forth in other phases.
- c. Receiving wage rate information submitted by the Contractor and forwarding the information to City.
- d. Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors' schedules.
- e. Assistance in financially related transactions for the project.

- f. Special reports requested by City concerning facilities operation and personnel matters during the operation startup period.
 - g. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.
 - h. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.
9. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
 10. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
 11. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or neglected work by any Contractor, 3) acceleration of the progress schedule involving service beyond normal working hours, 4) default by any Contractor, and 5) failure of the Contractor to complete the work within the construction contract time.
 12. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. City's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

CITY RESPONSIBILITIES

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

EXHIBIT APage 11 of 11

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract.
2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

EXHIBIT B

Page 1 of 4

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

COMPENSATION

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. For Phases 1 through 5 (excluding analytical sampling in Exhibit A Phase 2.C), payment shall be authorized and allocated according to project phases, for a total project lump sum of one hundred ninety six thousand and no/100 dollars (\$196,000).

For the Analytical Sampling referenced in Exhibit A Phase 2.C, compensation shall be billed on a per cost basis of subcontractor billings per the attached Laboratory Analysis Rate Schedule Exhibit B.1 times 1.0 and reimbursable expenses, with a total amount not to exceed twenty thousand dollars (\$20,000.00). Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

The maximum billed for the services outlined above shall not exceed a two hundred **sixteen** thousand and no/100 dollars (\$216,000.00) without further authorization from the City. Work on these tasks will begin upon written notification by the City to proceed.

- B. For Phase 6, Additional Consulting Services, the Engineer's compensation shall be in accordance with the Hourly Rate Schedule shown below in this Exhibit times a multiplier of 2.3. Compensation for reimbursable expenses shall be the actual cost of these expenses times a multiplier of 1.1. The total fee for Phase 6 services shall not exceed fifty thousand and no/100 dollars (\$50,000.00) without further authorization from the City. Any work on this phase will only begin upon written notification by the City to proceed.

EXHIBIT BPage 2 of 4

C. The total project fee shall be broken down by phases as listed below:

Phase Description	Engineering Fee
Phase 1 – Project Coordination	\$ 15,000
Phase 2 – Process Consulting (excluding analytical testing allowance)	\$ 85,000
Phase 3 – Laboratory Assessment	\$ 42,000
Phase 4 – IPP Assessment	\$ 39,000
Phase 5 – Process Instrumentation Installation Oversight	\$ 15,000
Subtotal for Lump Sum Services	\$ 196,000
Analytical Sampling (cost reimbursable tasks)	\$ 20,000
Phase 6 - Additional Consulting Services (cost reimbursable tasks)	\$ 50,000
Subtotal Cost Reimbursable Tasks	\$ 70,000
Total Lump Sum Fee	\$ 266,000

D. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs.

The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Rate Schedule

Engineer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2014. Adjustments shall not exceed 3% per year. Engineer will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project ceiling for compensation under this Agreement.

EXHIBIT B

Page 3 of 4

Hourly Payroll Rates for Personnel	
Category of Personnel	Labor and Overhead Rate / Hour
Project Manager	\$90
Process Specialist	\$88
Senior Process Specialist	\$102
Senior Project Engineer	\$72
Project Engineer II	\$54
Project Engineer I	\$42
Operations Specialist	\$42
Senior Engineering Technician	\$50
Engineering Technician	\$32
Senior Structural Engineer	\$80
Senior Electrical Engineer	\$80
Accountant	\$38
Senior Administrative Assistant	\$44
Administrative Assistant	\$28

Project Team

The following key project team members are assigned to perform the services required as delineated herein:

Project Manager – Clint Shealy
 Senior Project Engineer – Don Franklin
 Senior Process Specialist – Gary Hunter
 Operations Specialist – Ginny Sherman

Subconsultants

- Howard Engineering (Protégé Firm, FBE) – Electrical, instrumentation and controls engineering services and laboratory training services in the amount of \$16,500.
- Shealy Environmental Laboratory (SBE) – Analytical testing services allowance of \$20,000.
- **ICA Engineering, Inc.** (Non M/F/SBE) – Operator training services in the amount of \$10,000.

EXHIBIT BPage 4 of 4

EXHIBIT B.1
LABORATORY ANALYSIS RATE SCHEDULE

PARAMETER	UNIT COST
TSS	\$15
VSS	\$15
COD	\$25
VFA (grab)	\$135
BOD5	\$30
cBOD5	\$30
TKN	\$25
NH3N	\$20
NOxN	\$40
NO3N	\$15
NO2N	\$15
cyanide (total)	\$25
TP	\$20
PO4P	\$20
ALK	\$12
pH	\$5
Ca	\$12
Mg	\$12

EXHIBIT CPage 1 of 1

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCHEDULE

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The estimated schedule to complete the project is as follows:

Phase Description	Estimated Completion Duration
Phase 1 – Project Coordination	3 months from NTP (services through life of project)
Phase 2 – Process Consulting	2 months from NTP
Phase 3 – Laboratory Assessment	2 months from NTP
Phase 4 – IPP Assessment	3 months from NTP
Phase 5 – Process Instrumentation Installation Oversight	2 months from NTP
Phase 6 – Additional Consulting Services Allowance	As needed

EXHIBIT D

Page 1 of 1

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SUBCONSULTANT FIRM INFORMATION RECORDS

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Howard Engineering (Protégé Firm) PO Box 237 Marietta, SC 29661	Amy Howard, (864) 836-0440	FBE (Protégé)	Electrical and Instrumentation System Design, Laboratory Training	\$16,500.00
Shealy Environmental Services, Inc. 106 Vantage Point Drive Cayce, SC 29033	Michael Kilpatrick, (704) 589-9802	SBE	Analytical Testing	\$20,000.00
ICA Engineering, Inc. 501 Huger Street Columbia, SC 29201	Ken Schnaars, (615) 430-2381	Non M/F/SBE	Biological Process Control SOP Training	\$10,000.00

**EXHIBIT A
TO
CONTRACT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCOPE OF SERVICES

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide engineering consulting services for the Regulatory Compliance Consulting Project for the Metro Wastewater Treatment Plant (WWTP).

The project consists of engineering consultation on process control matters, assessment of the existing on-site laboratory, evaluation of the existing industrial pretreatment program, and oversight of installation of process monitoring instrumentation. Specific components of the overall project include the following:

- Identification and documentation of biological process measures to manage and control nitrification within the existing treatment system, based on the existing plant configuration and unit processes. These measures will be incorporated into standard operating procedures (SOPs) and be documented in the format of the existing Metro WWTP Operation and Maintenance Manual. Training will be provided to Metro WWTP staff on the new SOPs.
- Review of process instrumentation to assess the condition of the equipment. Utilizing the previous instrumentation inventory information by Metro WWTP staff and others, develop a condition assessment report and provide recommendations for instrumentation maintenance and/or replacement. Design and prepare specifications for new instrumentation that will be included in the construction documents for the non-potable water system improvements. Development of a scope of services for a plant-wide process instrumentation maintenance contract. Development of a request for qualifications and request for proposals and evaluation of submittals. Negotiation of contract terms with the selected vendor. The City will be responsible for implementation of final maintenance contract.
- Identification and quantification of high strength waste streams to determine potential impact on the Metro WWTP's biological process and disinfection

EXHIBIT APage 2 of 11

effectiveness. These waste streams may include landfill leachate (hailed or pumped), centrifuge centrate, dissolved air flotation system underflow, other hauled waste, plant process washdown, and other potential streams. Emphasis shall be placed on the landfill leachate, as data to date has shown it to be of greatest concern. Funding of \$20,000 is provided for sampling, analysis, and characterization of the high strength waste streams. This task is only for collection of monitoring data and does not include evaluation of impacts on the treatment plant. City will be responsible for providing flow information for recycle streams generated within the site of the metro wastewater treatment plant.

- Perform a Gap Analysis on the existing on-site laboratory and document necessary improvements, budget requirements, etc. needed to achieve laboratory certification.
- Perform a Gap Analysis on the current industrial pretreatment program to identify areas of deficiency and provide recommendations for improvements.
- Provide oversight of installation of residual chlorine and ammonia analyzers for compliance with recently submitted Corrective Action Plan to address fecal coliform issues.

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

PHASE 1 – PROJECT COORDINATION

The Project Coordination phase will include general project administration duties and preparation of project management documents, including project budget, schedule, and quality assurance and quality control plan. In addition, this phase will include reviewing ongoing activities, coordination with sub-consultants, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted.

A. Preliminary and General Work

1. Conduct a project initiation meeting to clarify City's requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.
2. Conduct project meetings on a monthly basis and at milestones in the detailed task descriptions in this Scope of Services. Where possible, the monthly project meetings will be held to coincide with the milestone meetings.
3. Prepare and distribute meeting minutes for project review meetings.

EXHIBIT APage 3 of 11

4. Review City-furnished front-end documents, general conditions, special conditions, standard specifications, and standard details. Meet with City to resolve review comments, and revise Engineer's standard documents accordingly.
5. Prepare monthly project status report for City's Project Manager to accompany engineering services invoice. Status reports to include the following:
 - a. Status of work done on each task.
 - b. Discussion of project issues.
 - c. Project budget update.
 - d. Project schedule update.
6. Coordinate work with Engineer's subconsultants to include scheduling, billing, review of deliverables, etc.
7. Provide project information and coordinate with other consultants contracted by the City pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other.

B. Data Collection and Review

1. Develop a comprehensive data request for the City to include any necessary operating information, previous engineering studies, existing design information, existing record drawings, etc.
2. Perform one site visit to review project site and determine any field conditions that must be considered during design.

PHASE 2 - PROCESS CONSULTING

The Process Consulting phase is the segment of the project in which the plant's biological process is reviewed and recommendations made to manage and control nitrification in the process. A review of process instrumentation will be provided with recommendations for repair and/or replacement of instruments as required. In addition as part of this phase, an analytical testing allowance is included to assist with characterizing high strength waste streams and evaluating their impact on the Metro WWTP's biological process and disinfection effectiveness. The following tasks and subtasks will be performed during this phase:

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EXHIBIT A

Page 4 of 11

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- B. Condition Assessment of Process Instrumentation** – The existing Metro WWTP process instrumentation will be reviewed to assess its condition. Existing inventory information developed by Metro WWTP staff and others will be reviewed. Items such as manufacturer preference, effectiveness of location, remaining service life, and physical condition will be taken into consideration. A condition assessment report will be developed and will include recommendations for instrumentation maintenance and/or replacement. This subtask also includes development of a scope of services for a plant-wide process instrumentation maintenance contract. A request for qualifications and request for proposals for vendors will be developed and responses evaluated. The contract terms will be negotiated with the selected vendor.
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2. Industrial user self-monitoring records.
3. Status of industrial user permit applications, industrial user monitoring, industrial user inspections, industrial user violations, compliance activities and permit renewals.
4. Existing Sewer Use Ordinance.
5. Existing evaluation of technically based local limits / headworks loading.
6. Status of submittals to the South Carolina Department of Health and Environmental Control for such items as the annual report, responses to IPP compliance reviews, etc.
7. Management of data submitted for review under the IPP.
8. Compliance with proposed or anticipated Federal effluent guidelines.

EXHIBIT A

Page 6 of 11

The audit will not examine issues related to billing and collection of surcharge, laboratory data, and industrial issues related to stormwater.

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3. A written training plan that will cover the requirements and recommended improvements for the IPP.
4. Two (2) days of classroom instruction and reference materials on the IPP.
5. Two (2) days of site visits with the IPP coordinator to industrial customers to perform industrial inspections.

D. IPP Gap Analysis and Training Documentation – Produce a draft Gap Analysis Report documenting the findings and recommendations of the audit and assessment conducted under item A of this phase. The report will include estimates of costs for equipment, follow-up sampling and/or staffing improvements or additions. The report will also provide documentation of the training materials and observations from the training exercise from item B of this phase. Submit five (5) copies of the draft report to the City for review. Attend one review meeting with City staff to receive comments on the draft report. Modify the report as required and provide five (5) final copies of the Gap Analysis.

PHASE 5 – PROCESS INSTRUMENTATION INSTALLATION OVERSIGHT

This phase includes the oversight of the contractor installation of process instrumentation associated with the Corrective Action Plan for fecal coliform excursions. The instruments include chlorine residual analyzers and ammonia analyzers. Specific tasks include the following:

A. Shop Drawing Submittal Review – Review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

B. Requests for Information, Change Orders, and Claims -

1. Requests for Information – Interpret construction contract documents when requested by City or the Contractor. Requests for clarification or information shall be in writing, and copies of Engineer's response shall be distributed to City.
2. Change Orders – Review City or Contractor requests for project changes.
 - Review documentation.
 - Prepare any additional documentation required.
 - Administer the processing of change orders.

EXHIBIT APage 7 of 11

- Review applications for extension of construction time.
 - Evaluate the cost and scheduling.
 - Submit recommendations to City.
 - Assist City in negotiations with Contractor to obtain a fair price for the work.
3. **Claims** – Act on claims of City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- C. Contractor Pay Requests** – Review and process the Contractor’s monthly payment requests, and forward to City if appropriate. Engineer’s review shall be for the purpose of making a full independent mathematical check of the Contractor’s payment request.
- D. Site Visits** – Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and Contractor. Three visits to the project site are included.
- E. Final Inspection** - Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the Contractor.

PHASE 6 – ADDITIONAL CONSULTING SERVICES

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

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this project are included in the scope of services and compensation for this Contract).
 - b. Security Assessments.
 - c. Value Engineering reviews and services.
 - d. Renderings or photo realistic drawings.
 - e. Establishing a project communications site.
 - f. Supplemental engineering work required to meet the requirements of regulatory or

City of Columbia

Regulatory Compliance Consulting for the Metro WWTP

Exhibit A_Scope of Services_102413

A-7

Black & Veatch Corporation

Packet Pg. 148

EXHIBIT APage 8 of 11

funding agencies that become effective subsequent to the date of this agreement.

- g. Special consultants or independent professional associates requested or authorized by City.
- h. Assistance with bid protests and rebidding.
- i. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- j. Additions to an engineering report or other document to update or revise original recommendations.
- k. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- l. Preparing measured drawings.
- m. Design of deep foundation support systems for structures.

2. Rights-of-way and property acquisition:

- a. Aerial photography.
- b. Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
- c. Setting horizontal and vertical controls and locating street, road, highway, and utility rights-of-way and critical property corners and to provide additional records on rights-of-way and property information.
- d. Prepare title reports on each parcel of property for purchase or arranging for easements or rights-of-way.
- e. Prepare legal descriptions for the City's use in acquiring property or rights-of-way and easements.
- f. Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
- g. Engineering assistance to City in negotiation meetings and condemnation proceedings.
- h. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way

City of Columbia

Regulatory Compliance Consulting for the Metro WWTP

Exhibit A_Scope of Services_102413

A-8

Black & Veatch Corporation

Packet Pg. 149

limits.

3. Environmental Assessment:

- a. Environmental assessment reports and/or environmental impact statements.
- b. Cultural resources and/or archaeological study and reports.
- c. Archaeological consultations regarding artifacts that may be uncovered during construction.

4. Testing:

- a. Laboratory and field testing and any reports or studies on materials and equipment requested by City, not specifically covered in the scope.
- b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

5. Hazardous Environmental Conditions:

- a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
- b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

6. Conducting pilot plant studies and tests.

7. Support services for additional work in connection with public information activity.

8. Services During Construction:

- a. Submittal of a schedule for field staffing requirements and cash flow projections for engineering services during construction, along with a standard report format, to City.
- b. Visits to the construction site or to City's location in excess of the number of such trips and the associated time set forth in other phases.
- c. Receiving wage rate information submitted by the Contractor and forwarding the information to City.
- d. Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors' schedules.
- e. Assistance in financially related transactions for the project.

- f. Special reports requested by City concerning facilities operation and personnel matters during the operation startup period.
 - g. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.
 - h. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.
9. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
 10. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
 11. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or neglected work by any Contractor, 3) acceleration of the progress schedule involving service beyond normal working hours, 4) default by any Contractor, and 5) failure of the Contractor to complete the work within the construction contract time.
 12. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. City's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

CITY RESPONSIBILITIES

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

EXHIBIT APage 11 of 11

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract.
2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

EXHIBIT B**Page 1 of 4**

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: **City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256**

Engineer: **Black & Veatch Corporation**

COMPENSATION

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. For Phases 1 through 5 (excluding analytical sampling in Exhibit A Phase 2.C), payment shall be authorized and allocated according to project phases, for a total project lump sum of one hundred ninety six thousand and no/100 dollars (\$196,000).

For the Analytical Sampling referenced in Exhibit A Phase 2.C, compensation shall be billed on a per cost basis of subcontractor billings per the attached Laboratory Analysis Rate Schedule Exhibit B.1 times 1.0 and reimbursable expenses, with a total amount not to exceed twenty thousand dollars (\$20,000.00). Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

The maximum billed for the services outlined above shall not exceed a two hundred sixteen thousand and no/100 dollars (\$216,000.00) without further authorization from the City. Work on these tasks will begin upon written notification by the City to proceed.

- B. For Phase 6, Additional Consulting Services, the Engineer's compensation shall be in accordance with the Hourly Rate Schedule shown below in this Exhibit times a multiplier of 2.3. Compensation for reimbursable expenses shall be the actual cost of these expenses times a multiplier of 1.1. The total fee for Phase 6 services shall not exceed fifty thousand and no/100 dollars (\$50,000.00) without further authorization from the City. Any work on this phase will only begin upon written notification by the City to proceed.

EXHIBIT BPage 2 of 4

- C. The total project fee shall be broken down by phases as listed below:

Phase Description	Engineering Fee
Phase 1 – Project Coordination	\$ 15,000
Phase 2 – Process Consulting (excluding analytical testing allowance)	\$ 85,000
Phase 3 – Laboratory Assessment	\$ 42,000
Phase 4 – IPP Assessment	\$ 39,000
Phase 5 – Process Instrumentation Installation Oversight	\$ 15,000
Subtotal for Lump Sum Services	\$ 196,000
Analytical Sampling (cost reimbursable tasks)	\$ 20,000
Phase 6 - Additional Consulting Services (cost reimbursable tasks)	\$ 50,000
Subtotal Cost Reimbursable Tasks	\$ 70,000
Total Lump Sum Fee	\$ 266,000

- D. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs.

The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Rate Schedule

Engineer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2014. Adjustments shall not exceed 3% per year. Engineer will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project ceiling for compensation under this Agreement.

EXHIBIT BPage 3 of 4

Hourly Payroll Rates for Personnel	
Category of Personnel	Labor and Overhead Rate / Hour
Project Manager	\$90
Process Specialist	\$88
Senior Process Specialist	\$102
Senior Project Engineer	\$72
Project Engineer II	\$54
Project Engineer I	\$42
Operations Specialist	\$42
Senior Engineering Technician	\$50
Engineering Technician	\$32
Senior Structural Engineer	\$80
Senior Electrical Engineer	\$80
Accountant	\$38
Senior Administrative Assistant	\$44
Administrative Assistant	\$28

Project Team

The following key project team members are assigned to perform the services required as delineated herein:

Project Manager – Clint Shealy
 Senior Project Engineer – Don Franklin
 Senior Process Specialist – Gary Hunter
 Operations Specialist – Ginny Sherman

Subconsultants

- Howard Engineering (Protégé Firm, FBE) – Electrical, instrumentation and controls engineering services and laboratory training services in the amount of \$16,500.
- Shealy Environmental Laboratory (SBE) – Analytical testing services allowance of \$20,000.
- ICA Engineering, Inc. (Non M/F/SBE) – Operator training services in the amount of \$10,000.

EXHIBIT BPage 4 of 4

EXHIBIT B.1
LABORATORY ANALYSIS RATE SCHEDULE

PARAMETER	UNIT COST
TSS	\$15
VSS	\$15
COD	\$25
VFA (grab)	\$135
BOD5	\$30
cBOD5	\$30
TKN	\$25
NH3N	\$20
NOxN	\$40
NO3N	\$15
NO2N	\$15
cyanide (total)	\$25
TP	\$20
PO4P	\$20
ALK	\$12
pH	\$5
Ca	\$12
Mg	\$12

EXHIBIT CPage 1 of 1

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCHEDULE

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The estimated schedule to complete the project is as follows:

Phase Description	Estimated Completion Duration
Phase 1 – Project Coordination	3 months from NTP (services through life of project)
Phase 2 – Process Consulting	2 months from NTP
Phase 3 – Laboratory Assessment	2 months from NTP
Phase 4 – IPP Assessment	3 months from NTP
Phase 5 – Process Instrumentation Installation Oversight	2 months from NTP
Phase 6 – Additional Consulting Services Allowance	As needed

EXHIBIT DPage 1 of 1

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SUBCONSULTANT FIRM INFORMATION RECORDS

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Howard Engineering (Protégé Firm) PO Box 237 Marietta, SC 29661	Amy Howard, (864) 836-0440	FBE	Electrical and Instrumentation System Design, Laboratory Training	\$16,500.00
Shealy Environmental Services, Inc. 106 Vantage Point Drive Cayce, SC 29033	Michael Kilpatrick, (704) 589-9802	SBE	Analytical Testing	\$20,000.00
ICA Engineering, Inc. 501 Huger Street Columbia, SC 29201	Ken Schnaars, (615) 430-2381	Non M/F/SBE	Biological Process Control SOP Training	\$10,000.00



CITY OF COLUMBIA
SOUTH CAROLINA

INTER-OFFICE MEMORANDUM

TO: Ms. Teresa Wilson
City Manager

DATE: October 29, 2013

FROM: Shannon S. Lizewski
Contracts Administrator

INITIAL: *Kimberly Rod*
for Shannon Lizewski

SUBJECT: **COUNCIL AGENDA ITEM:** Agreement for Engineering Services for Black & Veatch for Regulatory Compliance Consulting for the Metropolitan Wastewater Treatment Plant; CIP Project SS7256

The enclosed subject Agreement provides for the engineering consulting services relating to the process control matters, assessment of the existing on-site laboratory, evaluation of the existing industrial pretreatment program, and oversight of installation of process monitoring installation. A complete Scope of Services is outlined in the attached package.

Staff has negotiated with Black & Veatch Corporation to provide the above services for a not to exceed fee of \$266,000.00. The professional services budget for this project is established at \$275,000.00. Black & Veatch Corporation is an OBE firm with headquarters in Overland, KS and an office in Greenville, SC. Black & Veatch Corporation participates in the City's Mentor Protégé Program and formally mentors Howard Engineering, an FBE firm located in Marietta, SC who is providing electrical and instrumentation system design and laboratory training services at 6.2% of the contract value. The following additional sub-consultants will be utilized for this project in the following capacities:

- Shealy Environmental Services, Inc., an SBE firm located in Cayce, SC, will perform Analytical Testing Services at 7.5% of the contract value
- ICA Engineering, Inc., an OBE firm with headquarters located in Brentwood, TN and a local office in Columbia, SC, will provide Biological Process Control SOP Training at 3.75% of the contract value

Services to be performed will impact all City Council districts. The project is being funded by the Sewer Maintenance Fund (5516208-638505).

The Compliance Division has reviewed this project on behalf of the Mentor Protégé Program, the Legal Department has reviewed this Agreement, and the Director of Engineering and the Assistant City Manager for Operations recommend its approval.

/enclosures

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Dana R. Higgins, P.E., City Engineer
Mr. Bill Davis, P.E., Wastewater Engineer

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation (hereinafter referred to as the "Engineer"), for Engineer to render certain services required for Regulatory Compliance Consulting for Metro WWTP (SS7256).

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

I. Scope of Services

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

II. Supplemental or Additional Services

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

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

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

IV. Schedule for Completion of Services

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

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement is set forth fully in Exhibit B.

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment 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 including any such services that are specified in the Summary of Proposed Sub-consultant shown on Exhibit B or Exhibit B.1 hereto, and identify if the subcontractor is a Minority or Female 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.

VI. 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.

VII. 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.

VIII. 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.

IX. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The 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 plus fifteen percent of 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.

X. 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.

XI. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of 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, P.O. Box 803823, Kansas City, MO 64180-3823.

XII. 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.

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

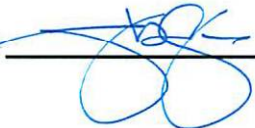
CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
City Manager

Black & Veatch Corporation

By: _____
Title: *Senior Vice President*

RECOMMENDED BY:  _____ Director of Utilities and Engineering

RECOMMENDED BY: _____ Assistant City Manager for Operations

**EXHIBIT A
TO
CONTRACT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCOPE OF SERVICES

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide engineering consulting services for the Regulatory Compliance Consulting Project for the Metro Wastewater Treatment Plant (WWTP).

The project consists of engineering consultation on process control matters, assessment of the existing on-site laboratory, evaluation of the existing industrial pretreatment program, and oversight of installation of process monitoring instrumentation. Specific components of the overall project include the following:

- Identification and documentation of biological process measures to manage and control nitrification within the existing treatment system, based on the existing plant configuration and unit processes. These measures will be incorporated into standard operating procedures (SOPs) and be documented in the format of the existing Metro WWTP Operation and Maintenance Manual. Training will be provided to Metro WWTP staff on the new SOPs.
- Review of process instrumentation to assess the condition of the equipment. Utilizing the previous instrumentation inventory information by Metro WWTP staff and others, develop a condition assessment report and provide recommendations for instrumentation maintenance and/or replacement. Design and prepare specifications for new instrumentation that will be included in the construction documents for the non-potable water system improvements. Development of a scope of services for a plant-wide process instrumentation maintenance contract. Development of a request for qualifications and request for proposals and evaluation of submittals. Negotiation of contract terms with the selected vendor. The City will be responsible for implementation of final maintenance contract.
- Identification and quantification of high strength waste streams to determine potential impact on the Metro WWTP's biological process and disinfection

effectiveness. These waste streams may include landfill leachate (hailed or pumped), centrifuge centrate, dissolved air flotation system underflow, other hauled waste, plant process washdown, and other potential streams. Emphasis shall be placed on the landfill leachate, as data to date has shown it to be of greatest concern. Funding of \$20,000 is provided for sampling, analysis, and characterization of the high strength waste streams. This task is only for collection of monitoring data and does not include evaluation of impacts on the treatment plant. City will be responsible for providing flow information for recycle streams generated within the site of the metro wastewater treatment plant.

- Perform a Gap Analysis on the existing on-site laboratory and document necessary improvements, budget requirements, etc. needed to achieve laboratory certification.
- Perform a Gap Analysis on the current industrial pretreatment program to identify areas of deficiency and provide recommendations for improvements.
- Provide oversight of installation of residual chlorine and ammonia analyzers for compliance with recently submitted Corrective Action Plan to address fecal coliform issues.

Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

PHASE 1 – PROJECT COORDINATION

The Project Coordination phase will include general project administration duties and preparation of project management documents, including project budget, schedule, and quality assurance and quality control plan. In addition, this phase will include reviewing ongoing activities, coordination with sub-consultants, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted.

A. Preliminary and General Work

1. Conduct a project initiation meeting to clarify City's requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.
2. Conduct project meetings on a monthly basis and at milestones in the detailed task descriptions in this Scope of Services. Where possible, the monthly project meetings will be held to coincide with the milestone meetings.
3. Prepare and distribute meeting minutes for project review meetings.

4. Review City-furnished front-end documents, general conditions, special conditions, standard specifications, and standard details. Meet with City to resolve review comments, and revise Engineer's standard documents accordingly.
5. Prepare monthly project status report for City's Project Manager to accompany engineering services invoice. Status reports to include the following:
 - a. Status of work done on each task.
 - b. Discussion of project issues.
 - c. Project budget update.
 - d. Project schedule update.
6. Coordinate work with Engineer's subconsultants to include scheduling, billing, review of deliverables, etc.
7. Provide project information and coordinate with other consultants contracted by the City pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other.

B. Data Collection and Review

1. Develop a comprehensive data request for the City to include any necessary operating information, previous engineering studies, existing design information, existing record drawings, etc.
2. Perform one site visit to review project site and determine any field conditions that must be considered during design.

PHASE 2 – PROCESS CONSULTING

The Process Consulting phase is the segment of the project in which the plant's biological process is reviewed and recommendations made to manage and control nitrification in the process. A review of process instrumentation will be provided with recommendations for repair and/or replacement of instruments as required. In addition as part of this phase, an analytical testing allowance is included to assist with characterizing high strength waste streams and evaluating their impact on the Metro WWTP's biological process and disinfection effectiveness. The following tasks and subtasks will be performed during this phase:

- A. Development of Biological Process Control SOPs** - The Metro WWTP's biological processes will be reviewed and a set of standard operating procedures (SOPs) developed based on existing unit processes. The goal of these SOPs will be to assist the plant operations staff with the control of nitrification within the process. These SOPs are intended to be a dynamic document that can be updated in the future as process improvements are implemented. The SOPs will be developed in a format agreed upon

with Metro WWTP operating staff. Training on the SOPs will be provided by a subconsultant and these costs are covered under an allowance.

- B. Condition Assessment of Process Instrumentation** – The existing Metro WWTP process instrumentation will be reviewed to assess its condition. Existing inventory information developed by Metro WWTP staff and others will be reviewed. Items such as manufacturer preference, effectiveness of location, remaining service life, and physical condition will be taken into consideration. A condition assessment report will be developed and will include recommendations for instrumentation maintenance and/or replacement. This subtask also includes development of a scope of services for a plant-wide process instrumentation maintenance contract. A request for qualifications and request for proposals for vendors will be developed and responses evaluated. The contract terms will be negotiated with the selected vendor.
- C. Analytical Sampling** - Provide sampling, analysis, and data evaluation of high strength waste and other plant process streams to properly characterize these streams and assist with evaluating resulting secondary effluent conditions and disinfection response. Prior to commencement of sampling, a monitoring plan will be prepared and submitted to the City for review. Funding of \$20,000 is provided for these services.

PHASE 3 – LABORATORY ASSESSMENT

The City has requested that the Engineer perform an assessment of the Metro WWTP laboratory and provide recommendations for necessary improvements to provide reliable data for process control and to achieve certification for certain compliance parameters. This assessment will be conducted in the form of a Gap Analysis. The following specific tasks will be performed during this phase:

- A. Laboratory Review** - The goal of this task is to determine the current Metro WWTP laboratory conditions. The laboratory supports multiple internal clients with a variety of sampling, analytical, data management, and reporting requirements.
1. Identify and confirm the various internal laboratory clients and develop a listing of sampling, analytical, data management, and reporting requirements. Identify and review the work for regulatory purposes versus process control requirements.
 2. Develop a process specific review for each of the internal clients' requirements. Specifically, the review process will include but not be limited to the following: work flow diagram development, sample collection protocol, chain of custody protocol, analytical techniques and standard operating procedures for each analysis, laboratory equipment condition/needs assessment, and laboratory data management.
 3. Review laboratory staffing, both numerical and qualifications, in relationship to the current and future demands of the internal clients.

4. Review of the laboratory physical space to ensure the current space and configuration is adequate for the current and future demands of the internal clients.

B. Laboratory Training - Provide training to the laboratory staff which will consist of the following:

1. A written training plan that will cover the requirements and recommended improvements to the laboratory monitoring and QA/QC program.
2. Five (5) days of classroom and in-laboratory instruction and reference materials on the laboratory modifications and procedures.

C. Gap Analysis Documentation – Produce a draft Gap Analysis Report documenting the findings and recommendations, including estimates of costs for equipment and or staffing improvements or additions. In addition, the report will outline the necessary steps to obtain laboratory certification for recommended parameters. Submit five (5) copies of the draft report to the City for review. Attend one review meeting with City staff to receive comments on the draft report. Modify the report as required and provide five (5) final copies of the Gap Analysis.

PHASE 4 – INDUSTRIAL PRETREATMENT PROGRAM ASSESSMENT

This phase of the project includes auditing the City's current industrial pretreatment program (IPP) and providing training to the City's industrial pretreatment coordinator and additional staff. This assessment will be conducted in the form of a Gap Analysis. The following specific tasks will be performed during this phase:

A. Audit and Assessment - Conduct an audit of the City's IPP to identify potential areas of noncompliance or necessary improvement. This will include reviewing the following items:

1. City industrial inspection and monitoring records.
2. Industrial user self-monitoring records.
3. Status of industrial user permit applications, industrial user monitoring, industrial user inspections, industrial user violations, compliance activities and permit renewals.
4. Existing Sewer Use Ordinance.
5. Existing evaluation of technically based local limits / headworks loading.
6. Status of submittals to the South Carolina Department of Health and Environmental Control for such items as the annual report, responses to IPP compliance reviews, etc.
7. Management of data submitted for review under the IPP.
8. Compliance with proposed or anticipated Federal effluent guidelines.

The audit will not examine issues related to billing and collection of surcharge, laboratory data, and industrial issues related to stormwater.

C. IPP Training - Provide training to the IPP coordinator which will consist of the following:

3. A written training plan that will cover the requirements and recommended improvements for the IPP.
4. Two (2) days of classroom instruction and reference materials on the IPP.
5. Two (2) days of site visits with the IPP coordinator to industrial customers to perform industrial inspections.

D. IPP Gap Analysis and Training Documentation - Produce a draft Gap Analysis Report documenting the findings and recommendations of the audit and assessment conducted under item A of this phase. The report will include estimates of costs for equipment, follow-up sampling and/or staffing improvements or additions. The report will also provide documentation of the training materials and observations from the training exercise from item B of this phase. Submit five (5) copies of the draft report to the City for review. Attend one review meeting with City staff to receive comments on the draft report. Modify the report as required and provide five (5) final copies of the Gap Analysis.

PHASE 5 – PROCESS INSTRUMENTATION INSTALLATION OVERSIGHT

This phase includes the oversight of the contractor installation of process instrumentation associated with the Corrective Action Plan for fecal coliform excursions. The instruments include chlorine residual analyzers and ammonia analyzers. Specific tasks include the following:

A. Shop Drawing Submittal Review – Review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

B. Requests for Information, Change Orders, and Claims -

1. Requests for Information – Interpret construction contract documents when requested by City or the Contractor. Requests for clarification or information shall be in writing, and copies of Engineer's response shall be distributed to City.
2. Change Orders – Review City or Contractor requests for project changes.
 - Review documentation.
 - Prepare any additional documentation required.
 - Administer the processing of change orders.

- Review applications for extension of construction time.
 - Evaluate the cost and scheduling.
 - Submit recommendations to City.
 - Assist City in negotiations with Contractor to obtain a fair price for the work.
3. **Claims** – Act on claims of City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.
- C. Contractor Pay Requests** – Review and process the Contractor’s monthly payment requests, and forward to City if appropriate. Engineer’s review shall be for the purpose of making a full independent mathematical check of the Contractor’s payment request.
- D. Site Visits** – Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and Contractor. Three visits to the project site are included.
- E. Final Inspection** - Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the Contractor.

PHASE 6 – ADDITIONAL CONSULTING SERVICES

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

1. **General:**
 - a. **Safety Assessments** (Safety issues regarding the design of new facilities and equipment related to this project are included in the scope of services and compensation for this Contract).
 - b. **Security Assessments.**
 - c. **Value Engineering reviews and services.**
 - d. **Renderings or photo realistic drawings.**
 - e. **Establishing a project communications site.**
 - f. **Supplemental engineering work required to meet the requirements of regulatory or**

funding agencies that become effective subsequent to the date of this agreement.

- g. Special consultants or independent professional associates requested or authorized by City.
- h. Assistance with bid protests and rebidding.
- i. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- j. Additions to an engineering report or other document to update or revise original recommendations.
- k. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
- l. Preparing measured drawings.
- m. Design of deep foundation support systems for structures.

2. Rights-of-way and property acquisition:

- a. Aerial photography.
- b. Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
- c. Setting horizontal and vertical controls and locating street, road, highway, and utility rights-of-way and critical property corners and to provide additional records on rights-of-way and property information.
- d. Prepare title reports on each parcel of property for purchase or arranging for easements or rights-of-way.
- e. Prepare legal descriptions for the City's use in acquiring property or rights-of-way and easements.
- f. Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
- g. Engineering assistance to City in negotiation meetings and condemnation proceedings.
- h. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way

limits.

3. Environmental Assessment:

- a. Environmental assessment reports and/or environmental impact statements.
- b. Cultural resources and/or archaeological study and reports.
- c. Archaeological consultations regarding artifacts that may be uncovered during construction.

4. Testing:

- a. Laboratory and field testing and any reports or studies on materials and equipment requested by City, not specifically covered in the scope.
- b. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

5. Hazardous Environmental Conditions:

- a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
- b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.

6. Conducting pilot plant studies and tests.

7. Support services for additional work in connection with public information activity.

8. Services During Construction:

- a. Submittal of a schedule for field staffing requirements and cash flow projections for engineering services during construction, along with a standard report format, to City.
- b. Visits to the construction site or to City's location in excess of the number of such trips and the associated time set forth in other phases.
- c. Receiving wage rate information submitted by the Contractor and forwarding the information to City.
- d. Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors' schedules.
- e. Assistance in financially related transactions for the project.

- f. Special reports requested by City concerning facilities operation and personnel matters during the operation startup period.
 - g. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.
 - h. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.
9. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
 10. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
 11. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or neglected work by any Contractor, 3) acceleration of the progress schedule involving service beyond normal working hours, 4) default by any Contractor, and 5) failure of the Contractor to complete the work within the construction contract time.
 12. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. City's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

CITY RESPONSIBILITIES

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

EXHIBIT A**Page 11 of 11**

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

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

COMPENSATION

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. For Phases 1 through 5 (excluding analytical sampling in Exhibit A Phase 2.C), payment shall be authorized and allocated according to project phases, for a total project lump sum of one hundred ninety six thousand and no/100 dollars (\$196,000).

For the Analytical Sampling referenced in Exhibit A Phase 2.C, compensation shall be billed on a per cost basis of subcontractor billings per the attached Laboratory Analysis Rate Schedule Exhibit B.1 times 1.0 and reimbursable expenses, with a total amount not to exceed twenty thousand dollars (\$20,000.00). Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.

The maximum billed for the services outlined above shall not exceed a two hundred two thousand and no/100 dollars (\$216,000.00) without further authorization from the City. Work on these tasks will begin upon written notification by the City to proceed.

- B. For Phase 6, Additional Consulting Services, the Engineer's compensation shall be in accordance with the Hourly Rate Schedule shown below in this Exhibit times a multiplier of 2.3. Compensation for reimbursable expenses shall be the actual cost of these expenses times a multiplier of 1.1. The total fee for Phase 6 services shall not exceed fifty thousand and no/100 dollars (\$50,000.00) without further authorization from the City. Any work on this phase will only begin upon written notification by the City to proceed.

EXHIBIT B**Page 2 of 4**

- C. The total project fee shall be broken down by phases as listed below:

Phase Description	Engineering Fee
Phase 1 – Project Coordination	\$ 15,000
Phase 2 – Process Consulting (excluding analytical testing allowance)	\$ 85,000
Phase 3 – Laboratory Assessment	\$ 42,000
Phase 4 – IPP Assessment	\$ 39,000
Phase 5 – Process Instrumentation Installation Oversight	\$ 15,000
Subtotal for Lump Sum Services	\$ 196,000
Analytical Sampling (cost reimbursable tasks)	\$ 20,000
Phase 6 - Additional Consulting Services (cost reimbursable tasks)	\$ 50,000
Subtotal Cost Reimbursable Tasks	\$ 70,000
Total Lump Sum Fee	\$ 266,000

- D. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs.

The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Rate Schedule

Engineer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2014. Adjustments shall not exceed 3% per year. Engineer will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project ceiling for compensation under this Agreement.

EXHIBIT B**Page 3 of 4**

Hourly Payroll Rates for Personnel	
Category of Personnel	Labor and Overhead Rate / Hour
Project Manager	\$90
Process Specialist	\$88
Senior Process Specialist	\$102
Senior Project Engineer	\$72
Project Engineer II	\$54
Project Engineer I	\$42
Operations Specialist	\$42
Senior Engineering Technician	\$50
Engineering Technician	\$32
Senior Structural Engineer	\$80
Senior Electrical Engineer	\$80
Accountant	\$38
Senior Administrative Assistant	\$44
Administrative Assistant	\$28

Project Team

The following key project team members are assigned to perform the services required as delineated herein:

Project Manager – Clint Shealy
 Senior Project Engineer – Don Franklin
 Senior Process Specialist – Gary Hunter
 Operations Specialist – Ginny Sherman

Subconsultants

- Howard Engineering (Protégé Firm, FBE) – Electrical, instrumentation and controls engineering services and laboratory training services in the amount of \$16,500.
- Shealy Environmental Laboratory (SBE) – Analytical testing services allowance of \$20,000.
- Florence & Hutcheson (Non M/F/SBE) – Operator training services in the amount of \$10,000.

EXHIBIT BPage 4 of 4

EXHIBIT B.1
LABORATORY ANALYSIS RATE SCHEDULE

PARAMETER	UNIT COST
TSS	\$15
VSS	\$15
COD	\$25
VFA (grab)	\$135
BOD5	\$30
cBOD5	\$30
TKN	\$25
NH3N	\$20
NOxN	\$40
NO3N	\$15
NO2N	\$15
cyanide (total)	\$25
TP	\$20
PO4P	\$20
ALK	\$12
pH	\$5
Ca	\$12
Mg	\$12

**EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SCHEDULE

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The estimated schedule to complete the project is as follows:

Phase Description	Estimated Completion Duration
Phase 1 – Project Coordination	3 months from NTP (services through life of project)
Phase 2 – Process Consulting	2 months from NTP
Phase 3 – Laboratory Assessment	2 months from NTP
Phase 4 – IPP Assessment	3 months from NTP
Phase 5 – Process Instrumentation Installation Oversight	2 months from NTP
Phase 6 – Additional Consulting Services Allowance	As needed

EXHIBIT D**Page 1 of 1**

**EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Regulatory Compliance Consulting for the
Metro Wastewater Treatment Plant
CIP # SS7256

Engineer: Black & Veatch Corporation

SUBCONSULTANT FIRM INFORMATION RECORDS

**REGULATORY COMPLIANCE CONSULTING FOR THE
METRO WASTEWATER TREATMENT PLANT**

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Howard Engineering (Protégé Firm) PO Box 237 Marietta, SC 29661	Amy Howard, (864) 836-0440	FBE	Electrical and Instrumentation System Design, Laboratory Training	\$16,500.00
Shealy Environmental Services, Inc. 106 Vantage Point Drive Cayce, SC 29033	Michael Kilpatrick, (704) 589-9802	SBE	Analytical Testing	\$20,000.00
Florence & Hutcheson, Inc. 501 Huger Street Columbia, SC 29201	Ken Schnaars, (615) 430-2381	Non M/F/SBE	Biological Process Control SOP Training	\$10,000.00



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Mentor Protege Project WM4286 - Water Main Construction

FINANCIAL IMPACT: Funding Source: Special Contracts/Capital Projects; 5529999-658650/WM428601-658650 – Note: Lake Murray Utility Company, Inc. (Protégé) located in Chapin, SC is implementing 20% (\$60,000.00) of the contract value. The original budgeted amount for this project is \$409,849.00.

SUMMARY:

Council is asked to approve Mentor Protégé Program Project WM4286; Water Main Constructions on Hampton Trace Court; South Branch Road; Minehead Court; Dellwood Road; Brackenridge Road; and Tattlers Trail, as requested by Utilities and Engineering. Award to G.H. Smith Construction, Inc., (Mentor) the lowest responsive and responsible bidder in the amount of \$367,835.00. This vendor is located in Columbia, SC.

ATTACHMENTS:

- project_WM4286_hampton_trace_ct (PDF)



**CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM**

TO: Teresa B. Wilson, City Manager

FROM: *Joseph D. Jaco, P.E., Director*
Department of Utilities and Engineering

DATE: October 31, 2013

SUBJECT: COUNCIL AGENDA ITEM: A MENTOR PROTÉGÉ PROGRAM PROJECT
#WM4286 Hampton Trace Ct; S. Branch Rd; Minehead Ct; Dellwood Rd;
Brackenridge Rd; Tattlers Trail Water Main Construction

The purpose of this project consists of constructing new water mains, connections to existing water mains, fire hydrants and existing services.

Bids for this project were opened publicly at 2:00 p.m., September 26, 2013, in the seventh floor Conference Room, 1136 Washington Street.

The bids were as follows (lowest to highest):

<u>Contractors</u>	<u>Bid Amount</u>
1. G.H. Smith Construction, Inc.	\$367,835.00
2. Carolina Tap and Bore, Inc.	\$387,140.00
3. Shady Grove Construction, LLC	\$479,870.00
4. LAD Corporation of West Columbia	\$481,180.00
5. Trussell Bros. Construction Co., Inc.	\$538,335.00
6. C.R. Jackson	\$647,550.00

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

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

This project is located in all City Council Districts.

The lowest, responsive and responsible bidder is G.H. Smith Construction, Inc. (Mentor) and Lake Murray Utility Company, Inc. (Protégé). The protégé is implementing 20% (\$60,000.00) of the contract value.

Recommend the City award this contract to G.H. Smith Construction, Inc. in the amount of \$367,835.00. CIP budgeted amount for this project is \$409,849.00. It's funding and supplement source is from 5529999-658650 / WM428601-658650 (Special Contracts/Capital Projects).

Upon your approval, please forward for inclusion on the November 12, 2013 Council Agenda Meeting or sooner if possible.

Joseph D. Jaco
Joseph D. Jaco, P.E., Director
Department of Utilities and Engineering

Attachment: project_WM4286_hampton_trace_ct (1077 : Mentor Protege Project WM4286 - Water Main Construction)

Bidders Addresses

G.H. Smith Construction, Inc.

430 Shuler Court
Columbia, SC 29212

Carolina Tap & Bore, Inc.

2410 Morningside Dr
West Columbia, SC 29169

Shady Grove Construction, LLC

P.O. Box 754
White Rock, SC 29177

LAD Corporation of West Columbia

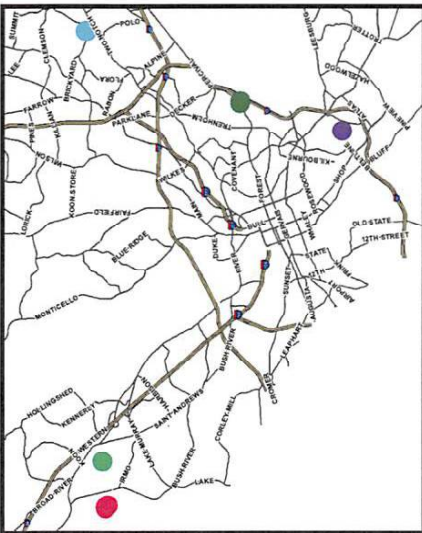
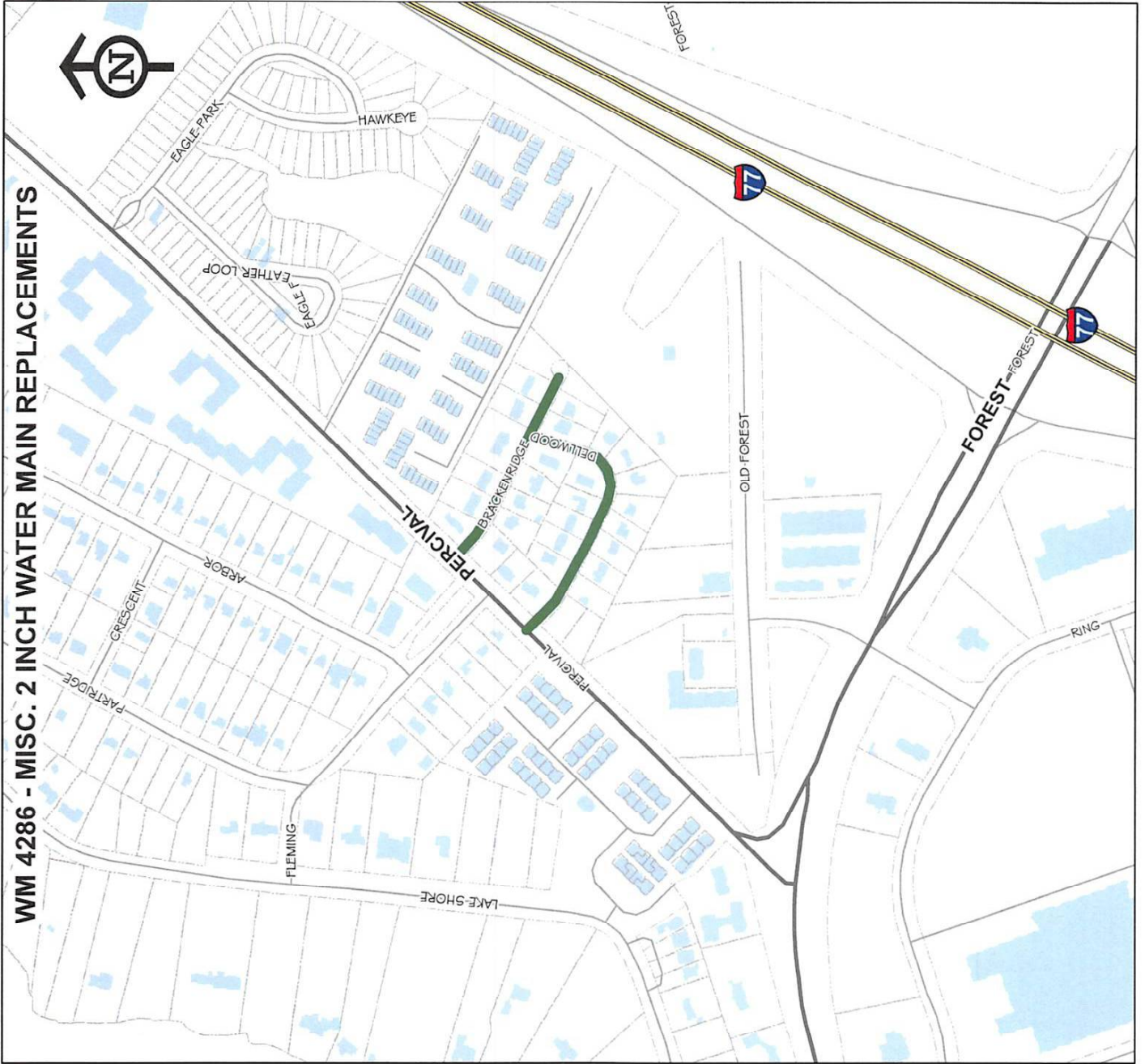
P.O. Box 2634
West Columbia, SC 29171

Trussell Bros. Construction Co., Inc.

8024 Irmo Dr
Columbia, SC 29212

C.R. Jackson

P.O. Box 8023
Columbia, SC 29202



WM4286 - Misc. 2 Inch Water Main Replacements

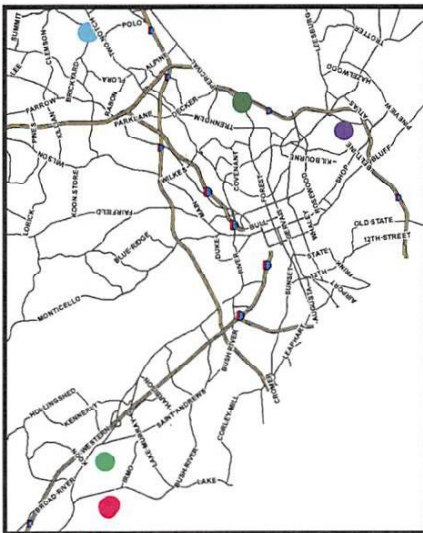
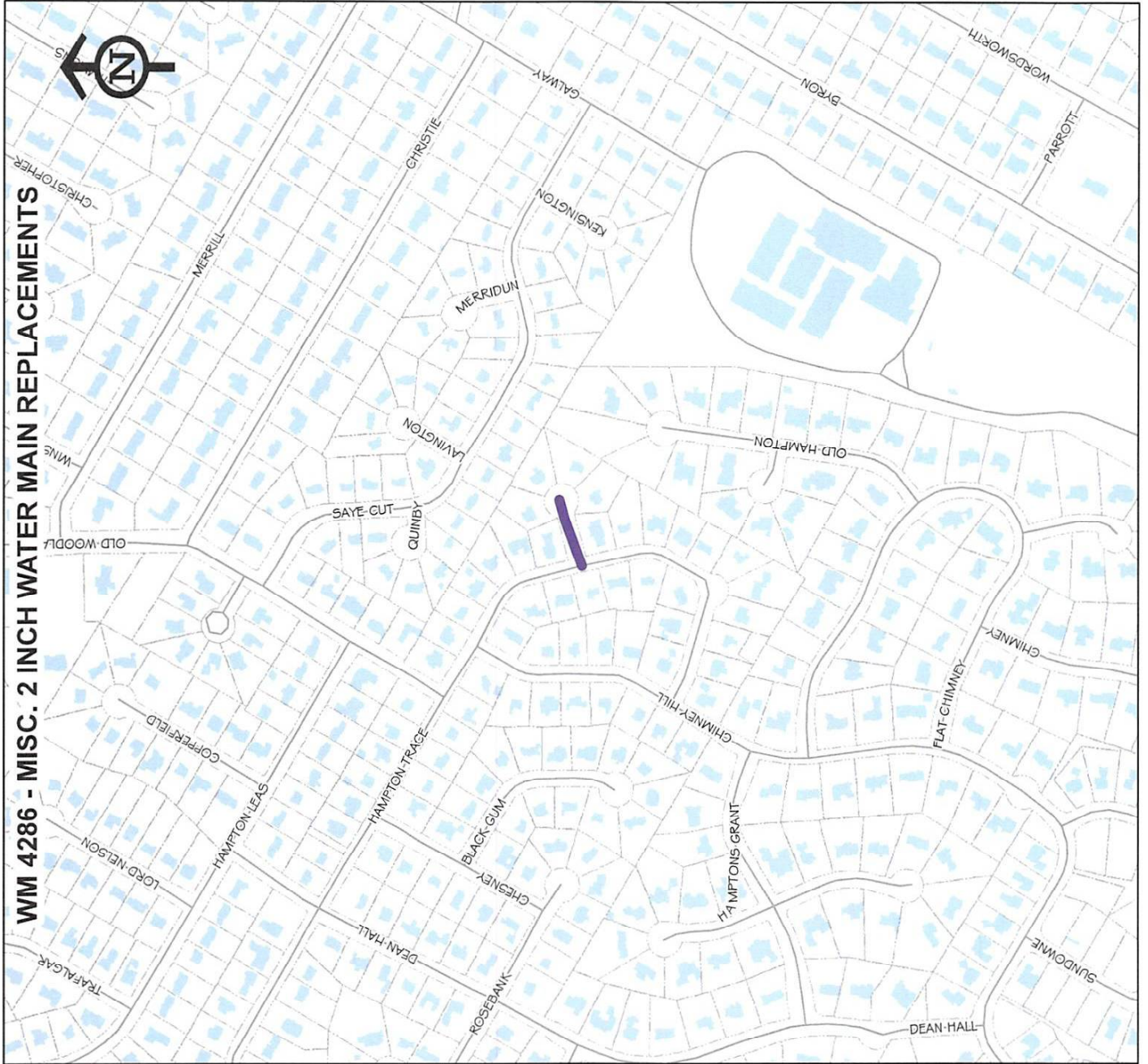
- Misc. 2" Water Main Replacements - Brackenridge Rd
- Misc. 2" Water Main Replacements - Dellwood Dr
- Misc. 2" Water Main Replacements - Hampton Trace Ct
- Misc. 2" Water Main Replacements - Minehead Ct
- Misc. 2" Water Main Replacements - South Branch Rd
- Misc. 2" Water Main Replacements - Tatlers Trl



We Are Columbia



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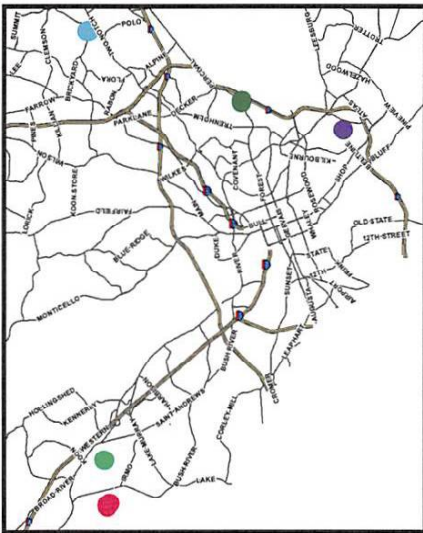
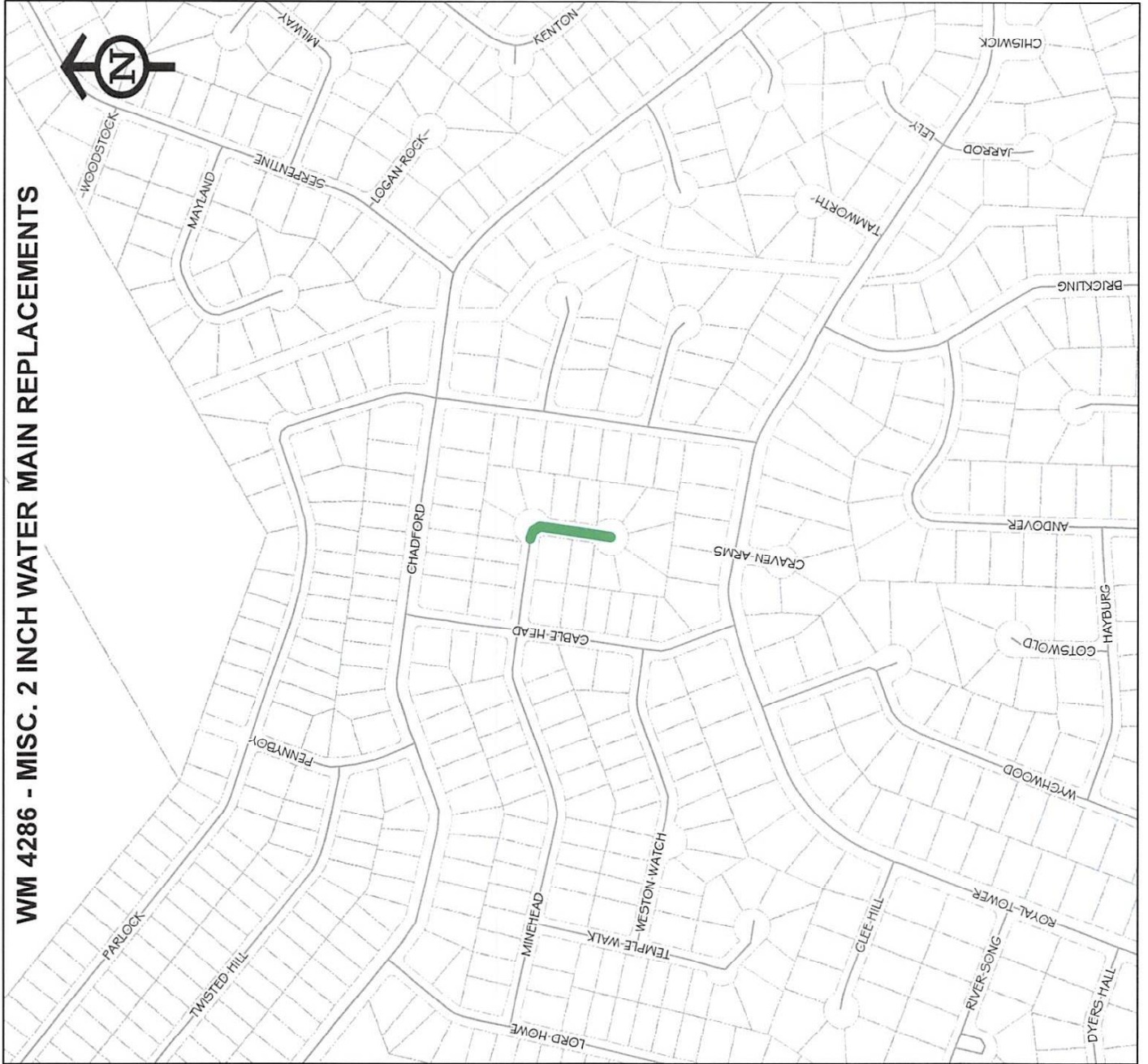


WM4286 - Misc. 2 Inch Water Main Replacements

- Misc. 2" Water Main Replacements - Brackenridge Rd
- Misc. 2" Water Main Replacements - Dellwood Dr
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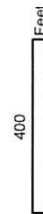


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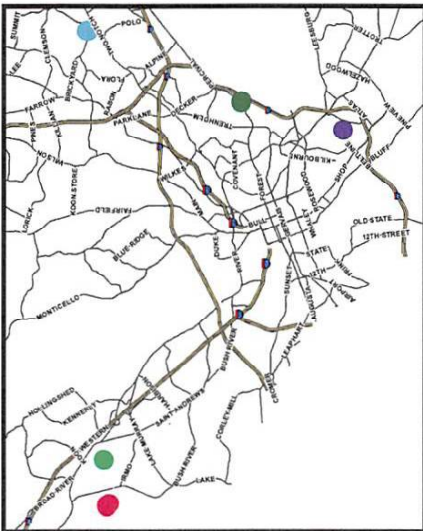
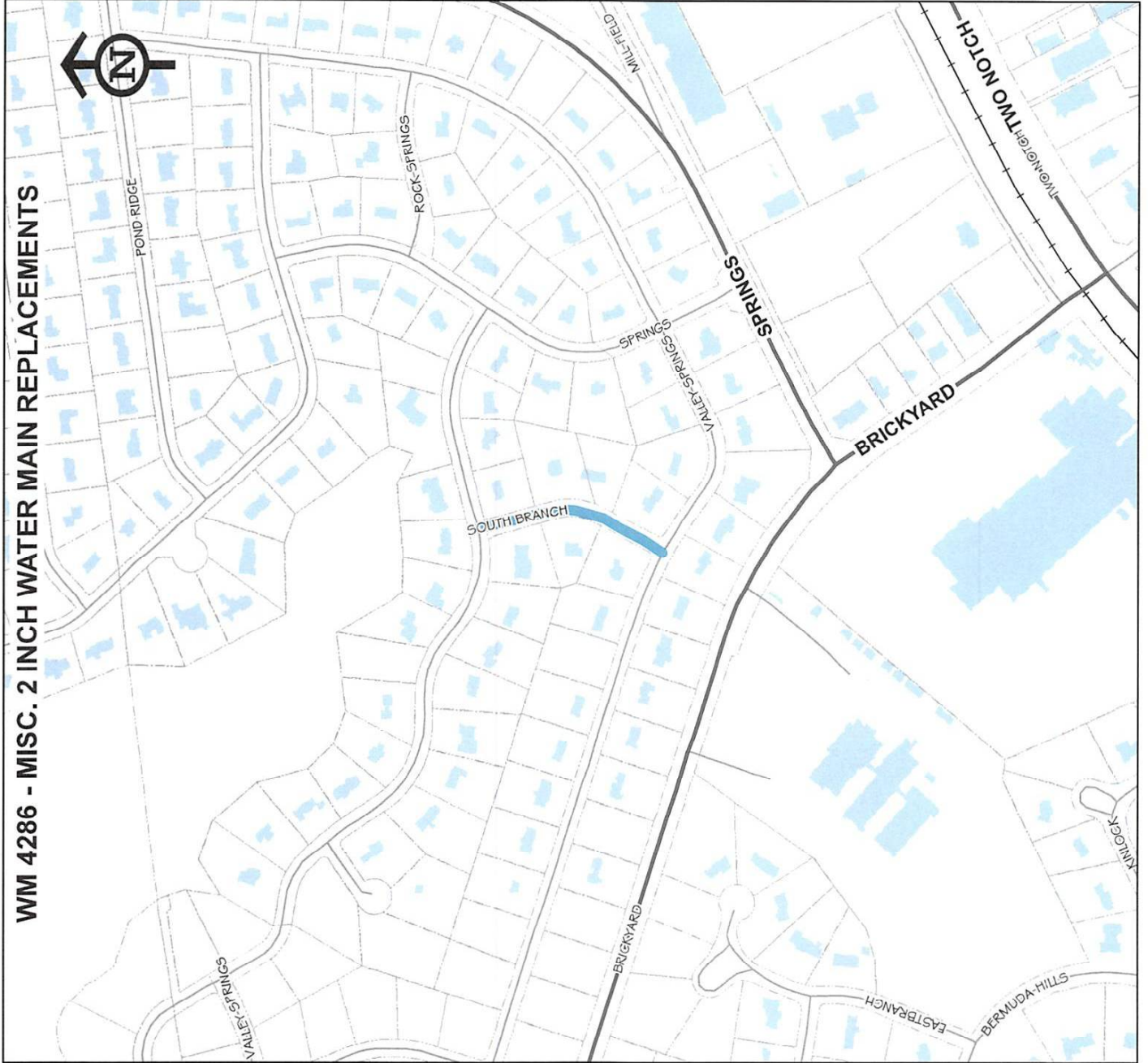


WM4286 - Misc. 2 Inch Water Main Replacements

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- Misc. 2" Water Main Replacements - South Branch Rd
- Misc. 2" Water Main Replacements - Tatlers Trl



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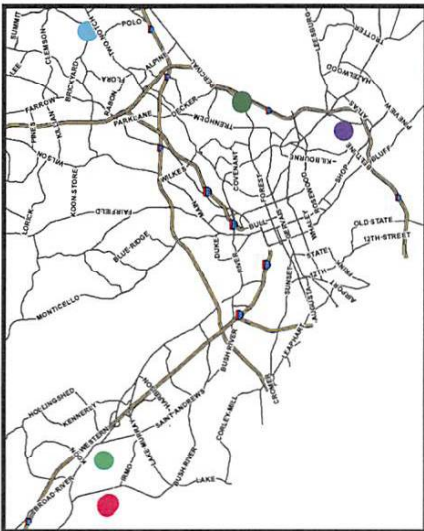
WM4286 - Misc. 2 Inch Water Main Replacements

- Misc. 2" Water Main Replacements - Brackenridge Rd
- Misc. 2" Water Main Replacements - Dellwood Dr
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- Misc. 2" Water Main Replacements - Minehead Ct
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400 Feet

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We Are Columbia



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CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Utilities and Engineering

FROM: Joey Jaco

SUBJECT: Rocky Branch & Saluda River Watersheds SD8385 Agreement for Water Quality Monitoring Within the Rocky Branch & Saluda River Watersheds. Funding for the Agreement Will Come from the Storm Water Utility Fund (5534202-638505)

FINANCIAL IMPACT: Staff has negotiated a not to exceed fee totaling \$573,997.00 with Woolpert, Inc. The budgeted amount for this project is \$600,000.00. The project will impact Council Districts 2 and 3.

SUMMARY:

The attached Agreement will evaluate current baseline conditions, identify potential pollutant sources within and/or outside the City limits, and assess long term improvement in water quality; due to the implementation of various best management practices within the Rocky Branch and Saluda River Watersheds. This project has been identified as an Sub-contracting Outreach Project (SOP).

ATTACHMENTS:

- Woolpert.2013.WQMonitoring.Phase2.Agreement.RockyBranch.Saluda River.Council.Memo.ID1062.kr (PDF)



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: Kimberley R. Roof, Asst. Contracts Administrator

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for water quality monitoring within Rocky Branch and Saluda River Watersheds: CIP#SD8385

Date: October 28, 2013 Initial: *KRR*

The attached subject Agreement will evaluate current baseline conditions, identify potential pollutant sources within and/or outside the City limits, and assess long term improvements in water quality; due to the implementation of various best management practices within the Rocky Branch and Saluda River watersheds.

Staff has negotiated a not to exceed fee totaling \$573,997.00 with Woolpert, Inc., a non-M/F/SBE firm located in Columbia, South Carolina. While Woolpert, Inc. formally mentors Chao & Associates, the protégé will not be utilized due to the specialty nature of the project. Sub-consultants are expected to participate under this Agreement in the following capacities:

- Rogers and Callcott, Inc., a Non M/F/SBE firm located in Greenville, SC, will perform storm water runoff sample analysis and general laboratory services at 5.22% of the contract value
- YSI, Inc., a Non M/F/SBE firm located in St. Petersburg, FL, will perform monitoring equipment sales, monitoring site installation services at 8.36% of the contract value

Funding for the Agreement will come from the Storm Water Utility Fund (5534202-638505). Services to be performed will impact City Council Districts two (2) and three (3).

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

Enclosure

Cc: Ms. Melissa A. Smith Gentry, P.E., ACM for Operations
Mr. Joseph D. Jaco, P.E., Director of Utilities & Engineering
Ms. Dana R. Higgins, P.E., City Engineer

Woolpert.2013.SD8385.WQMonitoring.Phase2.Agreement.RockyBranch.SaludaRiver.council.mem/kr



Utilities & Engineering Department
Contracts

1136 Washington Street, Columbia, SC 29201 · Phone 803-545-3400 · Fax 803-545-3322

INTEROFFICE MEMORANDUM

To: Joseph D. Jaco, P.E., Director of Utilities & Engineering

From: Kimberley R. Roof, Assistant Contracts Administrator

Subject: **REQUEST FOR SIGNATURE:** Agreement for Consulting Services with Woolpert, Inc. for water quality monitoring within Rocky Branch and Saluda River Watersheds

Date: October 17, 2010

Initial *KRR*

The attached Agreement will allow the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or outside the City limits, and assess long term improvements in water quality due to the implementation of various best management practices within the Rocky Branch and Saluda River watersheds. The scope of services is more fully described in the attachment. The cost for services is in the amount not to exceed Five Hundred Seventy-Three Thousand, Nine Hundred Ninety-Seven and No/100 (\$573,997.00) Dollars.

The Legal Department has reviewed and approved the Agreement. Please indicate your recommendation by signing the space provided below:

RECOMMENDED BY: *[Signature]* Director of Utilities & Engineering
Joseph D. Jaco, P.E.

RECOMMENDED BY: *[Signature]* Asst. City Manager for Operations
Melissa S. Gentry, P.E.

Attachment

Cc: Dana R. Higgins, P.E., City Engineer
Tracy Mitchell, Stormwater Manager

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this ____ day of _____, 2013, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Woolpert, Incorporated (hereinafter referred to as the "Engineer") for Engineer to conduct a Water Quality Monitoring Study to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or outside of City limits, and assess long-term improvements in water quality due to the implementation of various Best Management Practices specifically in the Rocky Branch and Saluda River Watersheds. This project is further described as Capital Improvements Program Project SD8385 (the Project).

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

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall initiate and complete Tasks 1-7 outlined in the Scope of Services, Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the Tasks described in Exhibit A.

II. Other Engineering Services

The Engineer shall be responsible for securing and coordinating any other services related to the Project which are required for construction of the Project, are not provided by the City, and the Engineer is unable to perform. The City shall review and approve all proposals for Other Engineering Services before the Engineer accepts them.

III. Additional Services

The following Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing, which are listed by way of illustration and not limitation:

A. Verifying the accuracy of drawings or other information provided by the City;

B. Filing maps or reports for litigation or other reasons;

C. Revising drawings, specifications or other documents if the City, in writing, modifies the design or specifications after Engineer receives written authorization to proceed as specified in the Final Design Phase.

Engineer shall not be entitled to compensation as provided for herein for any revisions during the Preliminary Design Phase, for any reason whatsoever, or for any revisions required because of the acts or omissions of the Engineer or other persons or entities, excluding the City, during any phase; and,

D. Services during re-advertisement for bids for construction.

If the City and Engineer agree by Change Order that Additional Services are required, they will be provided on a time and material basis. The Engineer must obtain written approval from the City for any Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for Additional Services

performed.

IV. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the Engineer has completed all services required by this Agreement and the total compensation provided for herein is reached or on March 31, 2015, whichever is earlier.

V. Schedule for Completion of Services

Time is of the essence. The Engineer shall not exceed the deadlines specified in Exhibit A, attached hereto.

VI. Compensation

A. The compensation paid by the City to the Engineer under this Agreement for Tasks One (1) through Seven (7), outlined in Exhibit A, attached hereto, shall not exceed Three Hundred Fifteen Thousand and no/100 (\$315,000.00) Dollars.

B. The compensation paid by the City to the Engineer under this Agreement for reimbursable expenses, outlined in Exhibit A, attached hereto, shall not exceed Two Hundred Fifty-Eight Thousand, Nine Hundred Ninety-Seven and no/100 (\$258,997.00) Dollars. Reimbursable expenses will be compensated at the suppliers invoiced price only. Proof of expenses may be required prior to compensation.

C. The total compensation paid by the City to the Engineer under this Agreement shall not exceed Five Hundred Seventy-Three Thousand, Nine Hundred Ninety-Seven and no/100 (\$573,997.00) Dollars.

D. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment 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, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit B hereto, 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.

VII. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, Workers Compensation Insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and Automobile Insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

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.

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.

VIII. 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.

IX. 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.

X. 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 plus 10% 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.

XI. 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.

XII. 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: Woolpert, Incorporated, 2000 Center Point Drive, Suite 2200, Columbia, South Carolina 29210.

XIII. 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
City Manager

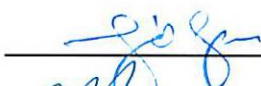


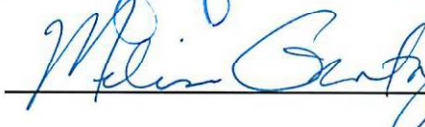
Witness

WOOLPERT, INCORPORATED



By: William E. Spearman, III, PE
Title: Vice President

RECOMMENDED BY:  Director of Utilities and Engineering

RECOMMENDED BY:  Assistant City Manager for Operations

SCOPE OF SERVICES

City of Columbia, SC Water Quality Monitoring – Phase 2



Project Name:	City of Columbia Water Quality Monitoring Program - Phase 2
Project Number:	TBD
Watersheds Monitoring:	Rocky Branch, Saluda River
Number of Stations:	4 Stations (2 on Rocky Branch, 2 on Kinley Creek)
Estimated Project Start Date:	October 2013
Estimated Project End Date:	March 2015
Project Duration:	18 months (includes 12 months of data collection)
Project Total Fee:	\$ 573,997
Project Manager:	Trevor Gauron

Project Understanding

In 2012, the City began developing a monitoring program in response to requirements outlined in the City's Phase I MS4 permit. Specifically, the City developed a monitoring program to gather more data regarding total maximum daily loads (TMDLs) in the Gills Creek watershed. The comprehensive program included the implementation of a permanent monitoring network that incorporates the use of various water quality sensors, rainfall gages, stage/flow information, remote telemetry, and supplementary manual grab sampling. The program, when fully implemented, will allow the City to thoroughly evaluate current baseline conditions, identify potential pollutant sources within and/or outside of City limits, and assess long term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall data will likely be useful for a range of other City needs, while data from the monitoring network may also provide further ancillary benefits including data for floodplain model calibration, spill tracking, and emergency response.

The Phase 2 work will include developing a similar permanent monitoring network in the Rocky Branch and Saluda River watersheds. The following sub-tasks highlight the proposed scope of services for this effort:

Task 1 - Site Selection/Field Reconnaissance

Woolpert staff will begin the project by conducting a kickoff meeting with appropriate City staff to discuss the general expectations of the City and the proposed scope of services.

WOOLPERT, INC.
EXHIBIT A

After obtaining available GIS data in these areas and reviewing property owner information, Woolpert will perform a desktop analysis to identify and prioritize more detailed locations for field inspections. Based upon experiences with similar projects, Woolpert will attempt to identify potential sites on City owned or other publicly owned properties before consideration is given to working with private landowners. Based on a preliminary review and general knowledge of the two watersheds, it is anticipated that Woolpert staff will recommend conceptual locations for **four (4) permanent water quality stations** (2 stations in Rocky Branch watershed and 2 stations in Saluda River watershed) and will solicit input from the City regarding potential locations in these areas.

One two-man field crew will inspect each of the locations for numerous conditions including, but not limited to, creek accessibility, field crew/equipment safety, channel/bank stability, sediment bed load, laminar well-mixed baseflow, tree cover, local pollutant sources, flow depths, and evidence of bedrock. Field notes and photographs will be taken to document preferred locations for each station. Woolpert will then discuss the potential locations with a sub-contractor to seek input regarding potential installation concerns or challenges associated with each site. Woolpert anticipates using Yellow Springs, Inc. (YSI) as the sub-contractor (as was used in Phase 1) for the installation and vendor for the datasondes/sensors discussed below. Upon approval of the four preferred locations by City staff, Woolpert will contact the appropriate landowners to obtain approval for the installations of the stations on behalf of the City. Woolpert will provide location maps, photographs, or other pertinent information to the landowner during this negotiation process. Dependent upon the landowner, Woolpert may require assistance from the City in the pursuit of such approvals including attendance at meetings and correspondence with the landowner. The City should anticipate the need to include the City Attorney in the development of long term agreements and easements if requested by the property owner.¹

Task 2 - Station Installation

After obtaining approval for the **four (4) water quality station locations**, Woolpert will work closely with YSI to determine an installation approach, schedules, materials, access, safety, and personnel needed for the project. YSI staff will install the permanent stations, in addition to installing equipment enclosures, remote telemetry components, solar panels/regulators, rainfall gages, and wiring/cables. Although subject to modification based on site-specific conditions, the typical permanent monitoring stations will include a 4-inch steel or PVC pipe (perforated at the bottom) laying down the slope of the creek bank, anchored into place with 2-inch galvanized steel pipe driven into the ground. In some cases when conditions allow, a 4-inch aluminum or PVC pipe is used and anchored into the concrete bridge deck and piers. The larger pipe, in either case, will provide a robust casing for installing and removing a YSI multi-parameter datasonde (6-Series). In some cases, the geography at potential monitoring

¹ See Attachment 1 for an example of a Memorandum of Understanding to be used in negotiations with landowners.

locations may require the installation of aluminum platforms and fencing in order to maintain the minimum required water depth of the datasonde sensors.

This scope/fee includes the **purchase of four datasondes**, which Woolpert staff will deploy after installation of all the station components by YSI. A cable attached to each datasonde will be attached to a Campbell Scientific datalogger mounted within a fiberglass enclosure near the creek bank. The enclosure will be attached to a steel pole adjacent to the creek bank and also include a Sierra Wireless cellular modem, battery, and solar regulator. Both a solar panel and Hydrological Services rain gage will be attached near the top of the steel pole. YSI will provide systems integration services during installation of the station.

Woolpert will coordinate the installation of each station with YSI to include directions/photographs of each location, initiation of utility markings, site access including keys where required, and storage for installation of materials and equipment if needed. Woolpert staff will be present during the initial stages of installation on an as needed basis until completion.

Task 3 – Programming/Data Hosting

After integration of the field equipment, Woolpert will develop a customized data collection program to transmit the measured field parameters at the desired frequency. This task will also include the programming of alarm conditions for various parameters to initiate maintenance or notify staff of potential illicit discharges in real-time. Alarms will likely include texting or e-mails to notify appropriate Woolpert and/or City personnel.

Rating Curve Development

Accurate rating curves are critical for estimating annual loads. Woolpert will request Hydrologic Engineering Center River Analysis System (HEC-RAS) floodplain model data from FEMA or the City (if available) to extract a portion of the model upstream and downstream of the monitoring stations. After installation of the monitoring stations, Woolpert will **survey the elevation of the pressure transducer** and a stream cross section at the station. Woolpert will use a **handheld impellor-velocity probe to calculate flow rates** at the four station locations in accordance with methodologies developed by the USGS. Using real-time stage information, staff will be deployed during varying wading conditions to build a stage versus flow relationship. Woolpert will collect discharge measurements on up to five (5) separate occasions to build the rating curve, some of which will likely be collected during rainfall events.

The cross sections and flow rates will be added to the model to refine the rating curve (i.e. stage versus flow rate) for the location of the pressure transducer at the monitoring stations. This effort is important for calculation of pollutant mass loadings and for comparison to TMDL allocations if any TMDL are developed in the watersheds in the future. Rating curves will be programmed into the data loggers and will be used to estimate continuous flow rates.

Data Hosting

All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated Woolpert server. Woolpert will host the data (see Data Hosting section of this document) and setup a secure website for the City and Woolpert's use with various graph templates to view the real time data. Woolpert will monitor recorded field data each work day during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods of time. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware that are needed for real-time observations and quality control services provided by Woolpert staff.

Task 4- Operation and Maintenance

This task includes **monthly site visits** by Woolpert personnel for the purposes of maintaining the **four (4) water quality monitoring stations** and associated hardware/sensors for **12 months**. This includes inspections of the casing pipe and equipment enclosure, removal of debris/pests, retrieval of the datasondes, confirmation of sufficient power supply, inspection of the rain gages (when needed), and documentation of field observations.

After retrieval of all four datasondes, the sensors on each datasonde will be calibrated at the Woolpert office in accordance with the manufacturer's recommendations. This will include the **calibration of sensors for pH, conductivity, temperature, turbidity, dissolved oxygen, and ammonium**. Upon completion of the successful calibration of the sensors, the datasondes will be redeployed at each station. During routine calibration, the sensors will be out of the water for up to 72 hours.

Based on daily observations of field conditions via the project website (work days only), this task will include a maximum of **six (6) unscheduled site visits** to address obvious maintenance needs such as buried sensors, sensors that have fouled or likely need maintenance/replacement, and/or rain gages where funnels have become clogged with debris.

Illicit Discharge Tracking Assistance

Woolpert will monitor recorded field data and alarm conditions each work day during the deployment period for various water quality parameters. If conditions appear to be indicative of an illicit discharge, Woolpert will consult with the City regarding the discharge, any suspected sources, and a suitable approach to identify the source. As directed by the City, Woolpert will provide assistance in tracking the discharges. Due to the uncertainties associated with this type of effort, this task includes **up to forty (40) hours of illicit discharge tracking assistance** and may include, but is not limited to, tracking in the field, sample collection for laboratory analysis, quantification of the illicit discharge, and

documentation/mapping of the measured pollutant concentrations. It should be noted that the time of day, the duration of the illicit discharge, and the type of pollutant that is elevated could make it difficult to definitively identify the source.

Task 5- Grab Sampling

This task includes near daily weather tracking for the collection of **manual grab samples over the one year data collection period**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four samples will be collected for TP, TN, TSS, and E. coli during eight storm events** pending appropriate weather conditions (**target of 2 events/season**) at each of the three monitoring stations. The samples will be spaced based upon the anticipated duration of storm water runoff, but the period of time for collection during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and/or laboratory staff availability. **Additional E. coli samples will be collected** as needed during dry weather conditions to assist with the regression analysis discussed in Task 6. Woolpert intends to establish a subcontract agreement with a local business (SCDHEC certified laboratory) to provide the laboratory services to analyze samples collected at the monitoring stations. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Task 6 – Data Management/Statistical Analysis

This task includes a **brief monthly evaluation of the continuous collected field data** for quality control to identify any unusual or suspect looking pollutant concentrations. This includes noting any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities.

Upon the completion of **data collection over the 12 month period** descriptive statistics for the grab sample data and for each continuously measured field parameter will be calculated. In addition, Woolpert will attempt to develop a **predictive regression equation for E. coli** using the continuous sensor data and the E. coli grab samples. The potential continuous data for E. coli after application of the regression approach and the continuous dissolved oxygen data will be used to **calculate annual loads** for each parameter for comparison to approximate loads (loading data may not be available at the exact location of the four stations) in both watersheds.

The statistical analysis for all parameters and regression/annual load calculations for E. coli and DO will be summarized in a supporting narrative, all of which will be included in a brief **summary report**. The draft report will be completed within two months of the conclusion of data collection for review by the City.

Task 7 – Project Management

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and up to three client meetings.

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur in the field that require consultation between City and Woolpert staff.

** At the request of the City, Woolpert will mentor a City representative on various aspects of this project throughout its completion.*

Reimbursable Expenses

Expenses requiring reimbursement will include but are not limited to analytical expenses from the laboratory, monitoring equipment, monthly data hosting, calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on quotes received by Woolpert.

Assumptions / Notes

- Based upon similar previous experience, the installation of the monitoring stations should not require permitting from the Corps of Engineers.
- It is assumed that bedrock or other unfavorable sub-surface conditions will not be encountered during installation at the new sites. In the event that such conditions impact the proposed installation, installation estimates are subject to change.
- Woolpert will attempt to select a location for each station with perennial flow without creating a significant obstruction for organic debris by minimizing the length of the casing pipe into the creek. However, this may prevent the measurement of data for low flows during drought conditions.
- Due to the location of the station and the need for in-stream data, debris and potential damage during a high flow event will always be a risk. Woolpert will take precautions to minimize such risk with the use of steel pipe to resist damage and the installation of electronics as high as practical (yet

still accessible). This scope of work does not include services associated with replacement of any components of the station if destroyed due to water or debris.

- This scope does not include signage for the monitoring station or fencing for safety or to deter potential vandalism. Dependent upon the final location of each station, the City may want to consider both.
- The City will be responsible for the setup and monthly payment of cellular service for each of the modems.
- The life span of the ammonium sensors varies (usually 3-6 months) and will require replacement during this 12 month data collection period.
- Woolpert cannot guarantee the accuracy of the predictive regression equation for E. coli. However, Woolpert has experienced positive results with this approach for TP with other clients.
- This scope does not include detailed seasonal or baseflow/stormflow analysis among the four monitoring stations. Woolpert recommends this analysis pending the results of the regression analysis, annual loads, and after the continued collection of additional data.
- It is anticipated that this scope of services will require approximately 18 months from notice to proceed to complete.
- Woolpert staff will make every effort to sample two storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.
- The recommended rain gauges for purchase cannot distinguish between rainfall and various forms of frozen precipitation.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

- a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after , and Christmas Day.
- b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
- c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.

WOOLPERT, INC.
EXHIBIT A

- d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security
- e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate also at least one back-up representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert cannot and does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.

Fee Estimate

Task Description	Fee Estimate
Task 1 Site Selection/ Field Reconnaissance - Kickoff Meeting - Preliminary Site Selection - Field Reconnaissance - Location Maps - Landowner Meetings/Negotiation - Agreements/Permit Applications	\$ 28,000
Task 2 Station Installations - Station Design - Installation Planning/Logistics - YSI Installation/Systems Integration - Installation Administration - Equipment Testing - Initial Deployment	\$ 27,000
Task 3 Programming/Data Hosting - Develop/Upload Logger Programs/Alarms - Obtain FEMA Model (if available) - Develop/Program Rating Curves - Develop Website for Hosting	\$ 44,000
Task 4 Operation and Maintenance - Monthly Field Inspections - Sensor Calibration - Daily Data Observations - Unscheduled Maintenance - Illicit Discharge Tracking	\$ 55,000
Task 5 Grab Sampling - Weather Tracking - Laboratory Coordination - Sample Collection	\$ 24,000
Task 6 Data Management/Statistical Analysis/Reporting - General Monthly Quality Control - Descriptive Statistics - Regression Equation for E. coli - Annual Load Calculations - Summary Report	\$ 44,000
Task 7 Project Management - Project Setup - General Consulting Services - Scheduling - Team Management - Client Meetings	\$ 93,000
Project Subtotal:	\$ 315,000
Reimbursable Expenses²:	\$ 258,997

² See Attachment 2 for a cost breakdown for reimbursable expenses. The reimbursable expenses are, in part, determined by quotes Woolpert receives from sub consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on quotes received by Woolpert.

WOOLPERT, INC.
EXHIBIT A

Project Total:	\$ 573,997
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Hourly Rate Table

Principal	\$250
Technical Team Leader	\$200
Project Manager	\$150
Senior Professional Engineer	\$135
Professional Engineer	\$125
Junior Professional Engineer	\$100
Environmental Scientist	\$90
Senior Technician	\$100
Technician	\$80
GIS Analyst	\$150
Business Manager	\$85
Intern	\$60

Approximate Project Schedule³

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Site Selection / Field Reconnaissance	October 1, 2013	December 31, 2013
Task 2	Station Installation	January 1, 2014	March 31, 2014
Task 3	Programming / Data Hosting	April 1, 2014	March 31, 2015
Task 4	Operation and Maintenance	April 1, 2014	March 31, 2015
Task 5	Grab Sampling	April 1, 2014	January 31, 2015
Task 6	Data Management / Statistical Analysis	April 1, 2014	March 31, 2015
Task 7	Project Management	October 1, 2013	March 31, 2015

³ It is anticipated that this scope of services will require approximately **18 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.

Woolpert staff will make every effort to sample two storm events per season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snow melt and smaller rainfall events will be avoided if possible due to lack of sufficient runoff. Woolpert will also attempt to avoid events that would cause the City to incur overtime billing rates from the laboratory.

REIMBURSABLE EXPENSES

DataSonde Related Costs - YSI			
Equipment	Unit Costs	Qty	Total Costs
YSI 660004 Shallow Vented Level DataSonde	\$6,600	4	\$26,640
Turbidity Sensor	\$1,610	4	\$6,440
Dissolved Oxygen (DO) Sensor	\$1,870	4	\$7,480
DO membrane	\$146	4	\$584
pH Sensor	\$310	4	\$1,240
Ammonium Sensor	\$460	4	\$1,840
Field Cable (vented)	\$660	4	\$2,640
Calibration Cable	\$220	1	\$220
Preventative Maintenance Service (DataSonde)	\$350	4	\$1,400
Preventative Maintenance Service (optical probe)	\$75	4	\$300
Standard 126 Turbidity (1 gallon)	\$340	1	\$340
Standard pH 4 (6 pints)	\$79	1	\$79
Standard pH 7 (6 pints)	\$79	1	\$79
Standard pH 10 (6 pints)	\$79	2	\$158
Standard NH4 1 mg/L (pint)	\$82	12	\$984
Standard NH4 100 mg/L (pint)	\$82	6	\$492
Standard Conductivity 1 mS/cm (8 pints)	\$120	1	\$120
Miscellaneous (Deionized water, chem-wipes, etc.)	\$250	1	\$250
Subtotal:			\$51,286

Telemetry Related Costs - Campbell Scientific			
Equipment	Unit Costs	Qty	Total Costs
CR850 Datalogger	\$1,330	5	\$6,650
Airlink LS300 Modem (includes mounting kit)	\$705	5	\$3,525
Omni Cellular Antenna	\$59	5	\$295
Modem Antenna Cable	\$55	5	\$275
CS450 level transducer	\$695	4	\$2,780
14 X 16 Enclosure with Back Plate	\$218	1	\$218
14 X 16 Enclosure	\$256	5	\$1,280
Subtotal:			\$15,023

Hydrological Services			
Equipment	Unit Costs	Qty	Total Costs
TB4 rain gauge	\$795	3	\$2,385
Rain gauge bird spike kit	\$182	3	\$546
Rain gauge mounting bracket	\$144	3	\$432
Subtotal:			\$3,363

Affordable Solar			
Equipment	Unit Costs	Qty	Total Costs
BP Solar, Solar Panel, 90W	\$430	5	\$2,150
BP Solar, Solar Panel Mount	\$115	5	\$575
Morningstar SunSaver 10	\$60	5	\$300
33 Amp-hr battery	\$140	5	\$700
Subtotal:			\$3,725

Miscellaneous Supplies / Services			
Equipment	Unit Costs	Qty	Total Costs
Station platform parts and equipment	\$30,000	1	\$30,000
Subtotal:			\$30,000

Subtotal A: \$103,397

Additional Reimbursable Expense	
Service	Total Costs
Analytical expenses, YSI installation expenses, equipment rental fees, mileage or work truck fees, additional supplies and equipment	\$155,600
Subtotal:	\$155,600

Subtotal B: \$155,600

Reimbursable Expense Total A + B: \$258,997

NOTE: Total Costs are round up or down to the nearest dollar.

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Rogers and Callcott, Inc. 426 Fairforest Way Greenville, SC 29607 Or PO Box 5655 Greenville, SC 29606	Sam Avery, Jr. President Phone: 864 232-1556	Non M/F/SBE	Stormwater runoff sample analysis and general laboratory services	Approximately \$30,000
YSI, Inc. 9843 18th Street N #1200 St Petersburg, FL 33716	Kevin McClurg Sales & Business Development Southeastern Regional Manager Phone: 508.243.4083	Non M/F/SBE	Monitoring equipment sales, monitoring site installation services	Approximately \$48,000



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-109 - Granting an Encroachment to Noble 1/HY Columbia, LLC for Installation and Maintenance of a Driveway, Sidewalks, Curbing, Guttering, Landscaping and an Irrigation System Within the Right of Way Areas of the 800 Block of Lady Street, and Installation and Maintenance of a Sidewalk with Pavers and a Handicap Ramp, Curbing and Guttering Within the Right of Way Area of the 800 Block of Gervais Street Adjacent to Its Building at 819 Gervais Street, Richland County TMS #08916-01-04

None identified.

FINANCIAL IMPACT:

SUMMARY:

The applicant is requesting an encroachment to construct a new driveway, landscaping, irrigation system, catch basin, two junction boxes, RCP pipe, HDPE pipe, sidewalk, pavers and handicap ramp in conjunction with the Hyatt Hotel.

This request entails the demolition and removal of the existing sidewalks, curbing and guttering, two parking meters and associated parking stalls, and two trees in existing curb islands within the right of way. After the demolition phase the applicant will install and maintain a new driveway in the 800 block of Lady Street approximately thirty-seven and one-half (37.5') feet in length and twenty-three (23') feet in width, landscaping and an irrigation system, and installation and maintenance of a sidewalk with pavers approximately eighty-eight (88') feet in length with a handicap ramp, pavers, curbing and guttering, a catch basin; two (2) junction boxes; fifty-three (53') feet of fifteen (15") inch HDPE pipe and fifteen (15') feet of fifteen (15") inch RCP pipe within the right of way area of the 800 block of Gervais Street, as shown on the attached drawings.

The applicant has worked with staff and revised the proposed plan as requested by Design Development Review Commission (D/DRC) staff. This encroachment will not interfere with vehicular or pedestrian safety.

ATTACHMENTS:

- Ordinance_2013_109_Encroach_Noble1HYColumbia_LLC_Hyatt_Hotel_819_Gervais (PDF)

Ordinance No. (ID # 1065)

ORDINANCE NO.: 2013-109 - GRANTING AN ENCROACHMENT TO NOBLE 1/HY COLUMBIA, LLC FOR INSTALLATION AND MAINTENANCE OF A DRIVEWAY, SIDEWALKS, CURBING, GUTTERING, LANDSCAPING AND AN IRRIGATION SYSTEM WITHIN THE RIGHT OF WAY AREAS OF THE 800 BLOCK OF LADY STREET, AND INSTALLATION AND MAINTENANCE OF A SIDEWALK WITH PAVERS AND A HANDICAP RAMP, CURBING AND GUTTERING WITHIN THE RIGHT OF WAY AREA OF THE 800 BLOCK OF GERVAIS STREET ADJACENT TO ITS BUILDING AT 819 GERVAIS STREET, RICHLAND COUNTY TMS #08916-01-04

APPROVED AS TO FORM

ATTEST

ORDINANCE NO. 2013-109

Granting encroachment to Noble 1/HY Columbia, LLC for demolition and removal of existing sidewalks, curbing, guttering, two parking meters, two parking stalls and two trees and for installation and maintenance of a driveway, sidewalks, curbing, guttering, landscaping and an irrigation system within the right of way areas of the 800 block of Lady Street and installation and maintenance of a sidewalk, handicap ramp, pavers, curbing, guttering, catch basin, two junction boxes, and HDPE and RCP pipe within the right of way area of the 800 block of Gervais Street adjacent to its building at 819 Gervais Street, Richland County TMS #08916-01-04

WHEREAS, Noble 1/HY Columbia, LLC (hereinafter "Grantee") desires to demolish and remove the existing sidewalks, curbing and guttering within the right of way area of the 800 block of Gervais Street and to demolish and remove the existing sidewalks, curbing and guttering, two parking meters and associated parking stalls, and two trees in existing curb islands within the right of way area of the 800 block of Lady Street, adjacent to its building at 819 Gervais Street, Richland County TMS #08916-01-04; and,

WHEREAS, Grantee desires to use a portion of the right of way areas of the 800 block of Gervais Street and 800 block of Lady Street adjacent to its building at 819 Gervais Street, Richland County TMS #08916-01-04 for installation and maintenance of a new driveway in the 800 block of Lady Street approximately thirty-seven and one-half (37.5') feet in length and twenty-three (23') feet in width, landscaping and an irrigation system, and installation and maintenance of a sidewalk approximately eighty-eight (88') feet in length, with a handicap ramp, pavers, curbing and guttering, a catch basin; two (2) junction boxes; fifty-three (53') feet of fifteen (15") inch HDPE pipe and fifteen (15') feet of fifteen (15") inch RCP pipe within the right of way area of the 800 block of Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2013, that Grantee is hereby granted the right to demolish and remove the existing sidewalks, curbing and guttering within the right of way area of the 800 block of Gervais Street and to demolish and remove the existing sidewalks, curbing and guttering, two parking meters and associated parking stalls, and two trees in existing curb islands within the right of way area of the 800 block of Lady Street adjacent to its building at 819 Gervais Street, Richland County TMS #08916-01-04; and,

BE IT FURTHER ORDAINED that Grantee is hereby granted the right to use a portion of the right of way areas of the 800 block of Gervais Street and 800 block of Lady Street adjacent to its building at 819 Gervais Street, Richland County TMS #08916-01-04 for installation and maintenance of a new driveway in the 800 block of Lady Street approximately thirty-seven and one-half (37.5') feet in length and twenty-three (23') feet in width, landscaping and an irrigation system, and installation and maintenance of a sidewalk approximately eighty-eight (88') feet in length, with a handicap ramp, pavers, curbing and guttering, a catch basin; two (2) junction boxes; fifty-three (53') feet of fifteen (15") inch HDPE pipe and fifteen (15') feet of fifteen (15") inch RCP pipe within the right of way area of the 800 block of Gervais Street, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements

within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. All trees shall be protected and no large tree roots shall be removed from any existing trees.

6. Tree species must be reviewed and approved by Forestry and Beautification.

7. Sidewalk along Lady Street as it crosses the driveway must be scored and detailed like the sidewalk and not the driveway approach.

8. Remove the existing curb west of the Lady Street driveway and expand the existing planting area.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Noble 1/HY Columbia, LLC

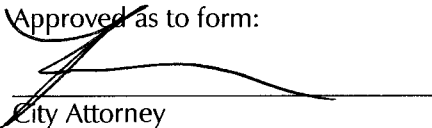
MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 10/9/2013
13091942

I I E G A I D E P A R T M E N T D R A F E T
Attachment: Ordinance 2013_109 Encroach Noble1HYColumbia LLC Hyatt Hotel 819 Gervais (1065 : Ordinance No.: 2013-109)



**CITY COUNCIL
ENCROACHMENT SUMMARY
2013-109**

**ADJACENT TO HYATT HOTEL
800 BLOCKS OF GERVAIS AND LADY STREETS
ADJACENT TO 819 GERVAIS STREET
DRIVEWAY, LANDSCAPING, IRRIGATION, SIDEWALK,
PAVERS AND HANDICAP RAMP**

Subject Property:	Right-of-way adjacent to 800 Blocks of Gervais and Lady Street, TMS#08916-02-06
Council District:	2
Proposal:	Request approval for installation and maintenance of a new driveway, landscaping, irrigation system, catch basin, two junction boxes, RCP pipe, HDPE pipe, sidewalk, pavers and handicap ramp
Applicant:	Noble 1/HY Columbia, LLC
Staff Recommendation:	Approve

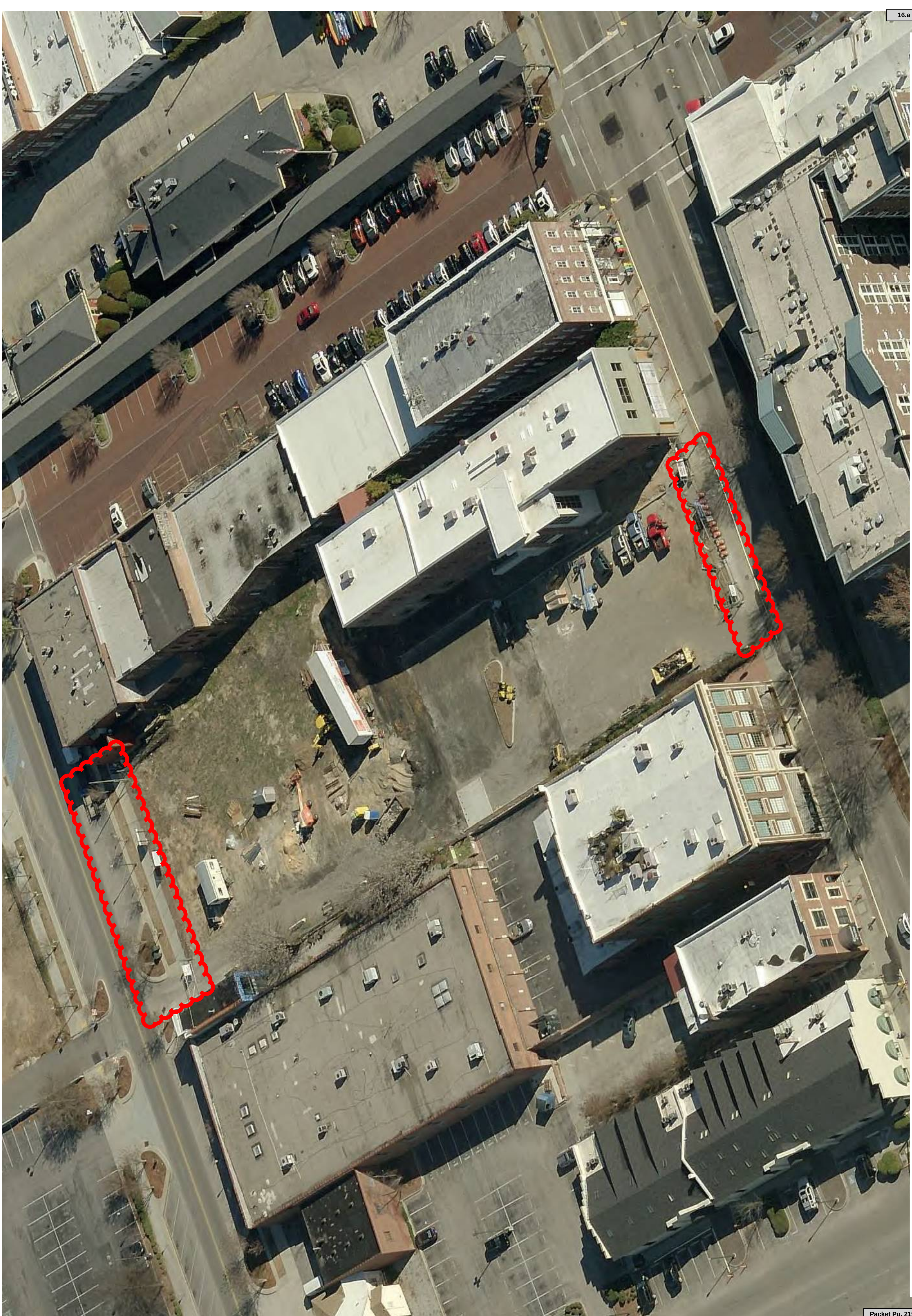
Detail:	The applicant is requesting an encroachment to construct a new driveway, landscaping, irrigation system, catch basin, two junction boxes, RCP pipe, HDPE pipe, sidewalk, pavers and handicap ramp in conjunction with the Hyatt Hotel. This request entails the demolition and removal of the existing sidewalks, curbing and guttering, two parking meters and associated parking stalls, and two trees in existing curb islands within the right of way. After the demolition phase the applicant will install and maintain a new driveway in the 800 block of Lady Street approximately thirty-seven and one-half (37.5') feet in length and twenty-three (23') feet in width, landscaping and an irrigation system, and installation and maintenance of a sidewalk with pavers approximately eighty-eight (88') feet in length with a handicap ramp, pavers, curbing and guttering, a catch basin; two (2) junction boxes; fifty-three (53') feet of fifteen (15") inch HDPE pipe and fifteen (15') feet of fifteen (15") inch RCP pipe within the right of way area of the 800 block of Gervais Street, as shown on the attached drawings. The applicant has worked with staff and revised the proposed plan to as requested by Design Development Review Commission (D/DRC) staff. This encroachment will not interfere with vehicular or pedestrian safety.
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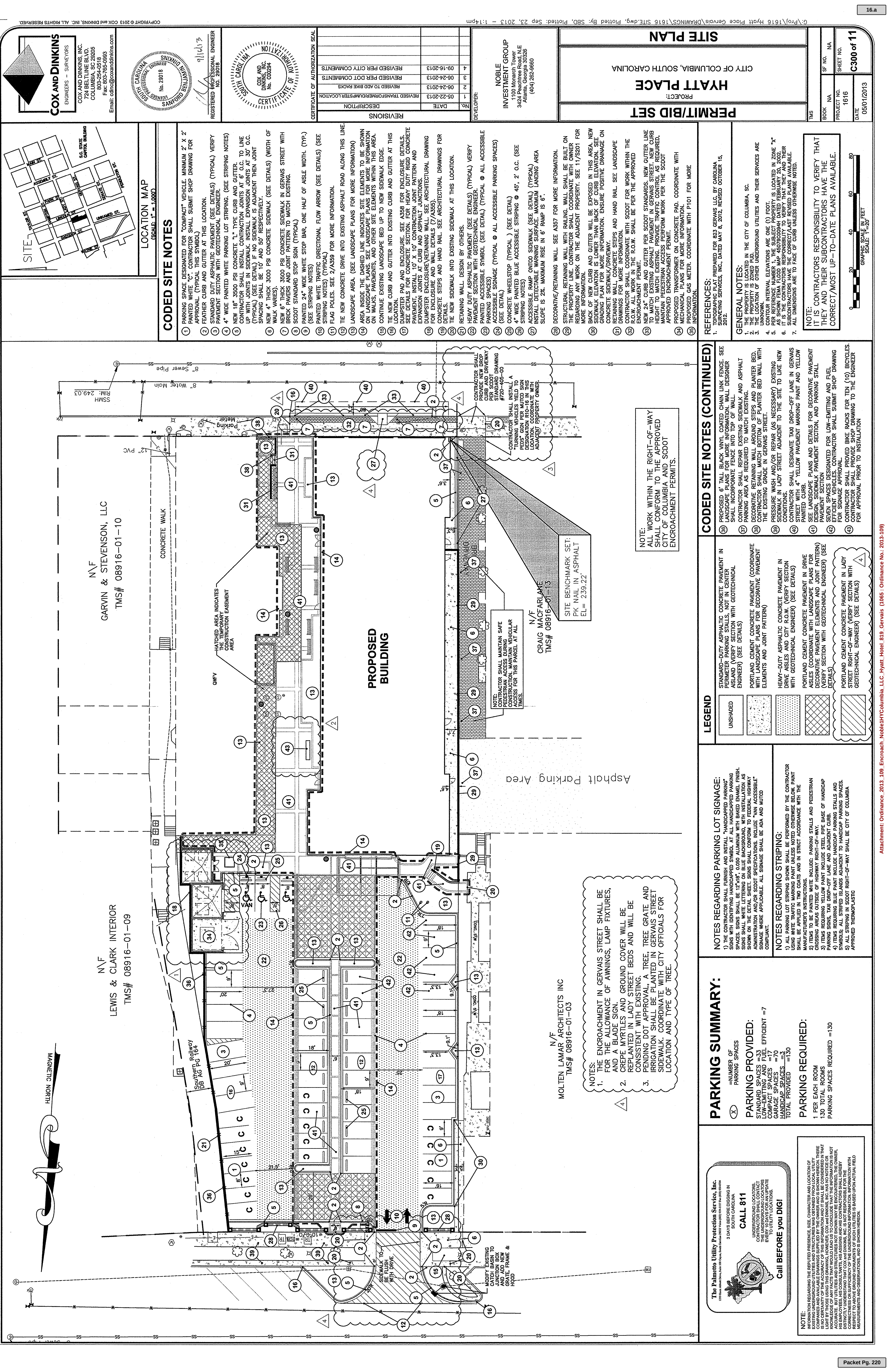
CITY AGENCY COMMENTS FOR ENCROACHMENT**16.a**

Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Fire	Recommend approval.
Parking Services	Recommend approval.

Attachment: Ordinance 2013_109_Encroach_Noble1HYColumbia_LLC_Hyatt_Hotel_819_Gervais (1065 : Ordinance No.: 2013-109)







For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 8/16/13 Property Owner: Noble 1/HY Columbia, LLC
 Applicant's Name if different from Property Owner: Dustin Smith (Project Manager, Evergreen Construction)
 Contact Information: Telephone Number: 678-244-6504 Fax Number: 678-244-6565
 Mailing address: 3200 Cobb Galleria Pkwy #240, Atlanta GA 30339 E-mail address: dsmith@evergreencorp.com
 Encroachment Location (Address): 819 Gervais Street, Columbia SC 29201
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)
 Tax Map Number for Encroachment Location: R08916-01-04

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers

☒ Walkway/Side walk ☒ Underground Utilities ☐ other

If Other - specify: See attached.

Dimensions (height/width/length): See attached.

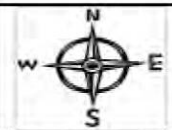
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: See attached.

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

☐ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables _____

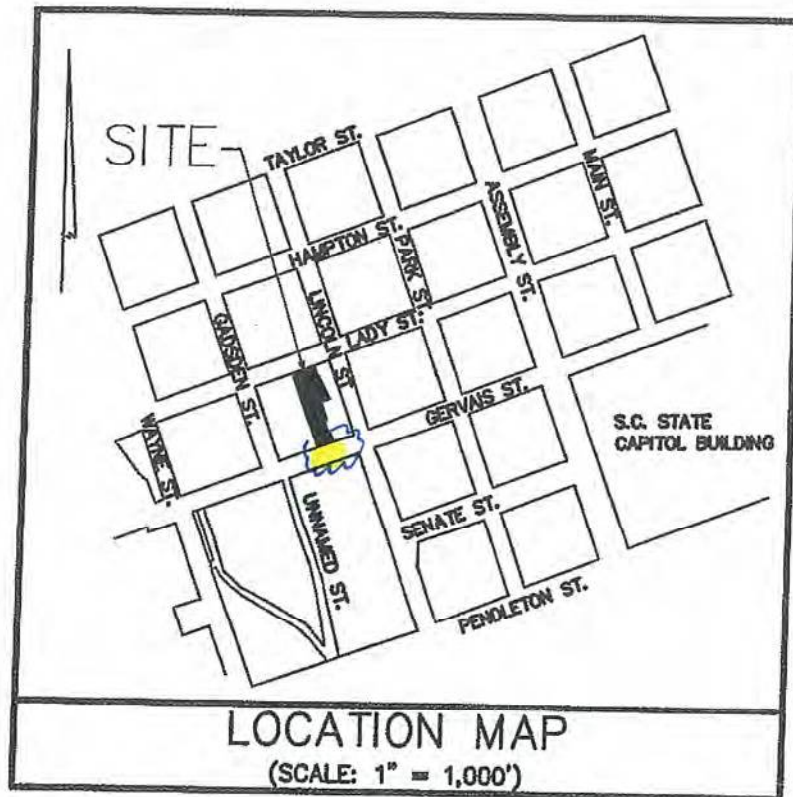
Hours of operation for outdoor dining: _____

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

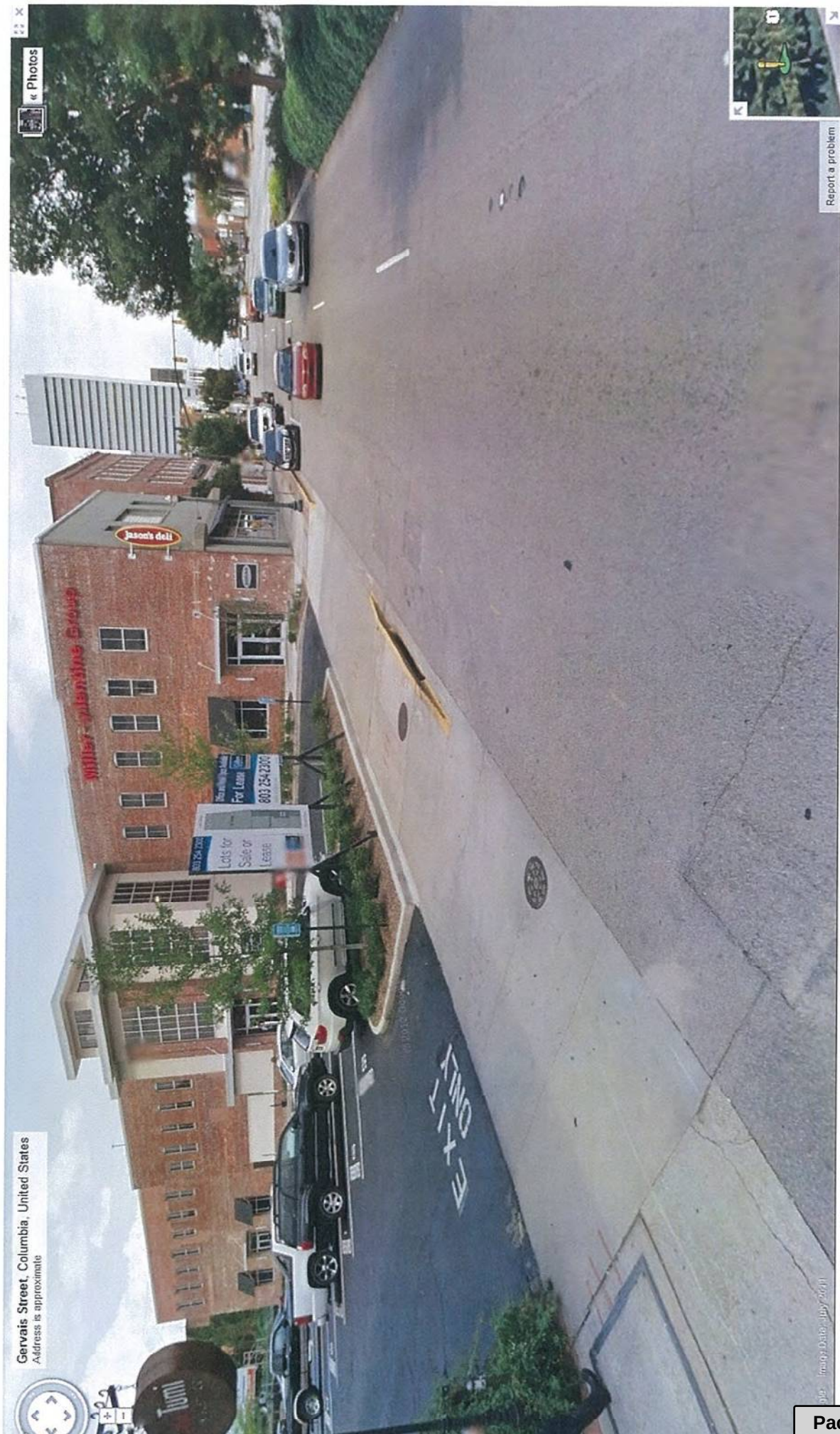
Other: _____ (or complete applicable "Encroachment type" section above)

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Krista Hampton will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

Contact	Department	Telephone Number	Fax Number
Joey Jaco	Utilities & Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	733-8306	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3850	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
John Fellows	Planning and Development Services	545-3222	733-8647



1. Request permission to demolish approximately 88' of sidewalk and curb and gutter; build approximately 88' of new sidewalk and curb and gutter; replace lid on type 17 catch basin; construct two new junction boxes, install 15' of 15" RCP, and 53' of 15" HDPE.
2. Property is located adjacent to 823 Lady Street on Lady Street and Gervais Street. Work beginning approximately 145' west of Lincoln Street and ending approximately 233' west of Lincoln Street.



For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

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 Applicant's Name if different from Property Owner: Dustin Smith (Project Manager, Evergreen Construction)
 Contact Information: Telephone Number: 678-244-6504 Fax Number: 678-244-6565
 Mailing address: 3200 Cobb Galleria Pkwy #240, Atlanta GA 30339 E-mail address: dsmith@evergreencorp.com
 Encroachment Location (Address): 819 Lady Street, Columbia SC 29201
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)
 Tax Map Number for Encroachment Location: R08916-01-04

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☒ Driveway ☐ Pavers
☒ Walkway/Side walk ☐ Underground Utilities ☐ other
 If Other - specify: See attached.
 Dimensions (height/width/length): See attached.

(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: See attached.

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

☐ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

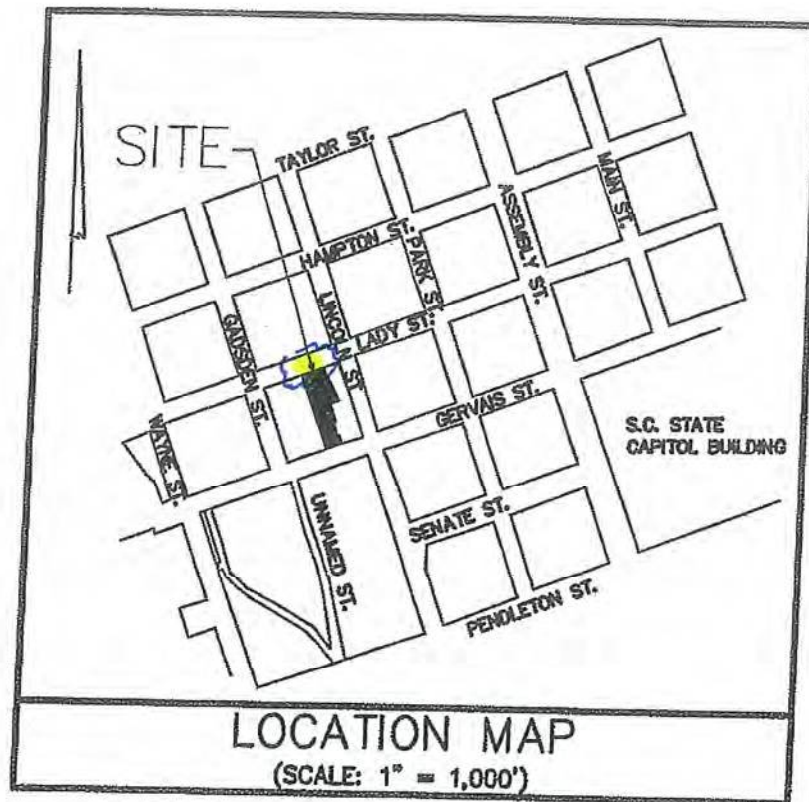
Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables: _____
 Hours of operation for outdoor dining: _____
 Number of planters: _____ Awning: _____ (dimensions - size/material) _____
 Other: _____ (or complete applicable "Encroachment type" section above)

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Krista Hampton will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

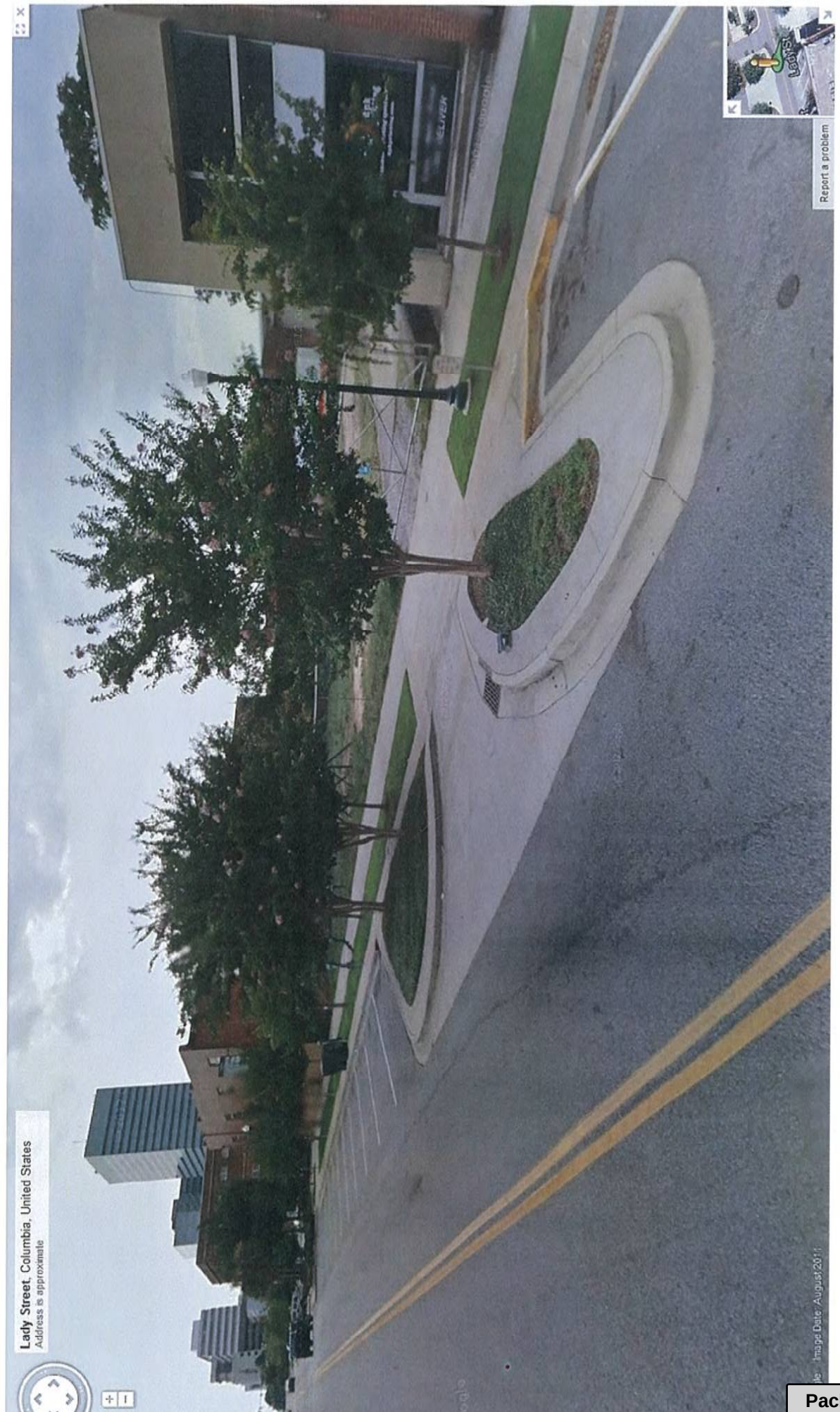
Contact	Department	Telephone Number	Fax Number
Joey Jaco	Utilities & Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	733-8306	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3850	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
John Fellows	Planning and Development Services	545-3222	733-8647



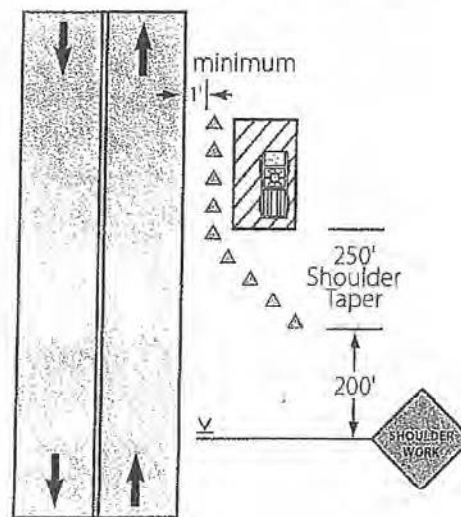
1. Request permission to:

- a. Remove two metered parking stalls and associated parking meters;
- b. Remove approximately 79' of existing sidewalk and replace with approximately 86' of new sidewalk;
- c. Remove approximately 90' of existing curb & gutter and replace with approximately 107' of new curb & gutter;
- d. Remove two trees in the existing curb islands;
- e. Install new asphalt drive from Lady Street with associated stop bar, directional arrows and stop sign. A pedestrian crosswalk with accessible ramps to the sidewalks on either side of the new drive are included.

2. Property is located adjacent to 823 Lady Street on Lady Street and Gervais Street. Work beginning approximately 145' west of Lincoln Street and ending approximately 233' west of Lincoln Street.



Shoulder Work
(1' – 15' From the Edge of Pavement)
(Short-Term Stationary — 1 to 2 Hours)



Notes:

1. For intermediate speed conditions (40 to 50 MPH), a 350-foot sign spacing may be used, and for high speed conditions (55 to 60 MPH), use a 500-foot sign spacing.
2. For short-term stationary work zones in a shoulder area, an array of advance warning signs is required. Install these advance warning sign arrays as follows:
 - a. Low Speed Conditions (35 MPH or less) – this sign array will include "Shoulder Work".
 - b. Intermediate Speed Conditions (40 to 50 MPH) – this sign array will include "Road Work Ahead", "Right (Left) Shoulder Closed Ahead", and "Shoulder Work".
 - c. High Speed Conditions (55 to 60 MPH) – this sign array will include "Road Work 1500 FT", "Right (Left) Shoulder Closed 1000 FT", and "Right (Left) Shoulder Closed 500 FT".
3. "Utility Work Ahead" or "Workers" symbol signs may be used instead of the "Shoulder Work" sign.

S.C. Department of Transportation
Form 537 (Rev 4/2008)

Application for Encroachment Permit

540-13-153174
Permit Number:

Applicant: <u>NOBLE 1/HY COLUMBIA</u>		County: <u>Richland</u>	
Street: <u>1100 Monarch Tower</u>	Road / Route	Road Name	
<u>3224 Peachtree Road, N.E.</u>	1. <u>US Hwy. #1 & 378</u>	<u>Gervais Street</u>	
City: <u>Atlanta</u>	2. _____	<u>0.710-0.78</u>	
State & Zip: <u>Georgia 30326</u>	3. _____		
Phone: <u>(404) 262-9660</u> Fax: _____	4. _____		
Contact: <u>Kevin Grass</u>	5. _____		

1. Type of Encroachment: See attached.

2. Description of Location: See attached.

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: KEVIN V. GRASS Date: 4/30/2013
(Please print or type)

Applicant's Sig: [Signature] Title: EVP DEVELOPMENT - NOBLE DEVELOPMENT
AS DEVELOPER OF NOBLE 1/HY COLUMBIA

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: 07/10/14

☐ See Attached Special Provisions and/or Permit Requirements

NPDES Permit Number: _____

(Date received by Res. Maint. Engr.)

☐ Resident Maintenance Engineer

(SCDOT Approval)

☐ Deputy Secretary for Engineering

(Date)

☐ District Engineering Administrator

☐ District Maint./Constr. Engineer

SCDOT boring & open cut provisions are attached to this permit.

Go To Encroachment Permit**Application for Encroachment Permit**Go to Help**General Provisions**Permit Nbr: 540-B-153174

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed; his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
 - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
 - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.
 - (c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given, the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
 - (a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
 - (b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
 - (c) No pavement shall be cut unless specifically authorized herein.
 - (d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
 - (e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
 - (f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
 - (a) Permittee is responsible for maintaining reasonable access to private driveways during construction.
 - (b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
 - (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
 - (b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 6 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
 - (a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.
 - (b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain said trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
 - (a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MANAGEMENT SYSTEM
Encroachment Permit

Permit No: 153174
Permit Decision Date: July 10, 2013
Expiration Date: July 10, 2014

Special Provisions

- 109 - THE BORE SHALL BE MADE BY THE DRY BORE METHOD IN SUCH A MANNER AS NOT TO DISTURB THE PAVEMENT. THE BORE PIT MUST NOT BE CLOSER THAN FIVE (5) FEET FROM THE EDGE OF PAVEMENT. THE BORE DEPTH SHALL BE NOT LESS THAN 48" DEEP AT ANY POINT IN THE BORE. NOTICE SHALL BE GIVEN TO THE DEPARTMENT IMMEDIATELY IF THE BORE TURNS AND DAMAGES THE ROAD.
- 111 - OPEN CUTS AND/OR BELL HOLES WITHIN THE ROAD PAVEMENT SHALL BE CUT IN NEAT LINES AND REPAIRED.
- 112 - ALL WATER METERS, AIR VALVES, ELECTRIC TRANSFORMERS, CATV CONNECTION BOXES, TELEPHONE PEDESTALS, AND/OR OTHER UTILITY/SPLICE BOXES SHALL BE PLACED AT THE RIGHT-OF-WAY LINE.
- 113 - FIRE HYDRANTS SHALL BE PLACED A MINIMUM OF TEN (10) FEET FROM THE EDGE OF THE PAVEMENT AND/OR BEHIND DITCH LINES.
- 117 - OPEN TRENCHES SHALL BE COVERED WITH METAL PLATES WHEN THE PAVEMENT CANNOT BE RESTORED THE SAME DAY. PLATES SHALL BE MONITORED PERIODICALLY TO ENSURE THAT THE TRENCH IS PROPERLY COVERED.
- 120 - RESTORATION OF PAVEMENT, SHOULDERS, DITCHES, ETC., TO BE PERFORMED AS SOON AS POSSIBLE AFTER CONSTRUCTION, OR SCHEDULED SO THAT THE CONSTRUCTION IS NO FURTHER THAN 2,000 L.F. AHEAD OF COMPLETE RESTORATION.
- 123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY" MOST CURRENT EDITION.
- 203 - ENTIRE WIDTH OF SIDEWALK TO BE REMOVED AND DISPOSED OF OFF RIGHT-OF-WAY. SIDEWALK TO BE REPLACED USING CLASS 2500 CONCRETE, 4" THICK, AND FINISHED TO SCDOT SPECIFICATIONS.
- 204 - SIDEWALK OR CURB AND GUTTER REMOVAL SHALL BE REPLACED FROM JOINT TO JOINT.
- 205 - WORK SHALL BE SCHEDULED SO THAT PERMANENT REPAIR OF THE ROAD WILL BE COMPLETED WITHIN 24 HOURS.
- 206 - DRIVEWAYS TO BE CONSTRUCTED OF CLASS 2500 CONCRETE, 6" THICK, AND IN ACCORDANCE WITH DETAILS FOR STREET INTERSECTIONS AND DRIVEWAYS-SCDOT.
- 207 - PIPE USED IN THIS INSTALLATION SHALL BE IN ACCORDANCE WITH SCDOT SPECIFICATION SC-M-714 AND COMPLY WITH CURRENT SCDOT POLICY.
- 209 - DISTURBED VEGETATION SHALL BE RESEEDD ACCORDING TO THE SPECIFICATION FOR HIGHWAY CONSTRUCTION.
- 210 - ALL SIDEWALKS TO INCLUDE AT DRIVEWAY RADIUS SHALL MEET (ADAAG) AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES.
- 301 - THE DITCHES AND/OR SHOULDERS DISTURBED DURING THE INSTALLATION SHALL BE RE-ESTABLISHED TO PROPER GRADE, ORIGINAL CROSS SECTION, STABILIZED, AND ALL DRAIN PIPES CLEARED.

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2 of 3

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MANAGEMENT SYSTEM

Encroachment Permit

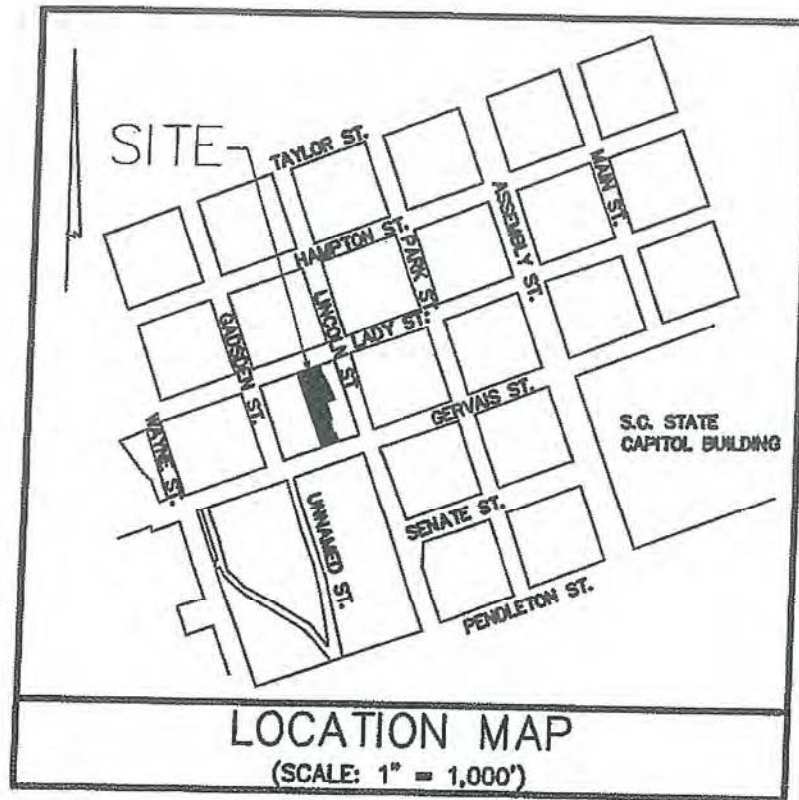
Permit No: 153174
Permit Decision Date: July 10, 2013
Expiration Date: July 10, 2014

Special Provisions

- 302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.
305 - FLASHING ARROW BOARDS SHALL BE USED FOR ALL LANE CLOSURES ON PRIMARY ROUTES AND/OR ROADS WITH HIGH TRAFFIC VOLUMES.
310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.
311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.
312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.
316 - ALL NON-PERMITTED OBJECTS ON THE RIGHT-OF-WAY, WHICH MUST BE REMOVED, SHALL NOT BE REPLACED ON THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION OF THE DEPARTMENT.
317 - THE APPLICANT IS TO PROVIDE ALL THE NECESSARY MAINTENANCE TO THE AREA BEAUTIFIED.
318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.
4 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.
125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

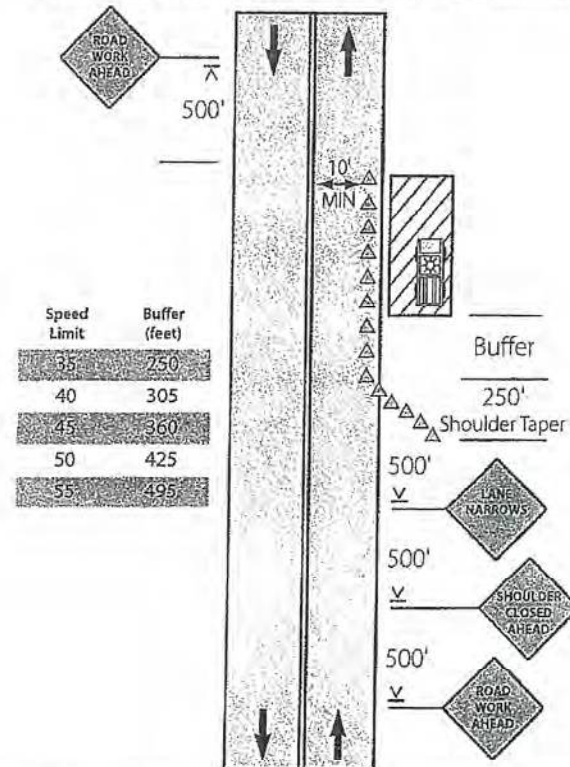
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17

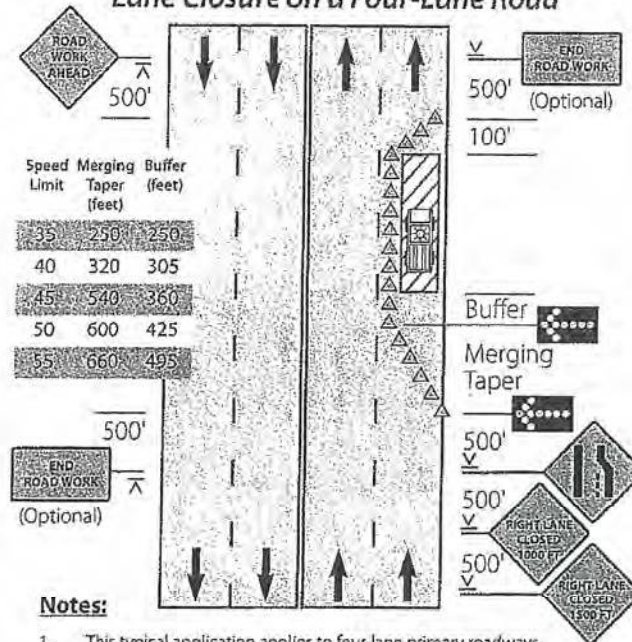
Shoulder Work with Minor Encroachment



Notes:

1. This typical application applies to roadways with posted speed limits of 55 MPH or less.
2. Maintain a minimum lane width of 10', however, on a low volume roadway, a minimum lane width of 9' is acceptable if traffic does not include wide loads.
3. For low speed conditions (35 MPH or less), a 200-foot sign spacing may be used and for intermediate speed conditions (40 to 50 MPH), a 350-foot sign spacing may be used.
4. An array of 3 advance warning signs is required. This sign array will include "Road Work Ahead", "Right (Left) Shoulder Closed Ahead", and "Lane Narrows".

Lane Closure on a Four-Lane Road



Notes:

1. This typical application applies to four-lane primary roadways with speed limits of 60 MPH or less. This typical application is NOT applicable to interstate routes.
2. Maintain a 500-foot sign spacing for all lane closures on a four-lane roadway.
3. An array of 3 advance warning signs is required. This sign array will include "Right (Left) Lane Closed 1500 FT", "Right (Left) Lane Closed 1000 FT", and "Lane Ends" symbol sign.
4. When the left lane on an undivided road is closed, channelizing devices must be placed along the centerline as well. Closure of the opposing adjacent interior lane may also be considered in order to provide access to the work space, room for vehicles and materials, and a lateral buffer from the opposing traffic flow.
5. Type C advance warning arrow panels are required. Place the arrow panel on the shoulder of the roadway at the beginning of the merging taper. On roadways with high speed conditions, place a second arrow panel at the downstream end of the merging taper.
6. Supplement the shadow vehicle and the work vehicle with a Type C advance warning arrow panel operating in the "Caution Mode" with the "Four Corners" display.
7. Generally, the use of "End Road Work" signs is optional for short duration work sites. However, if the work site itself is long or the beginning and end of the work site are not visible to a driver passing through it, the "End Road Work" signs should be used.

45

Pedestrian and Worker Safety

Pedestrian Safety

When pedestrian travel paths (sidewalks or footpaths) are closed or disrupted by a construction, maintenance, or utility operation, then pedestrian traffic control is needed. This includes the use of signs, channelizing devices, flags, suitable fencing, devices to make the path detectable and traversable by persons with disabilities, etc., to direct pedestrian movement through or around the work zone.

There are three major considerations in planning for pedestrian safety in work zones on streets and highways:

- Do not guide pedestrians into direct conflicts with work site vehicles, equipment, or operations.
- Do not guide pedestrians into direct conflicts with mainline traffic moving through or around the work zone.
- Provide pedestrians with a safe, convenient travel path that replicates as nearly as possible the most desirable characteristics of sidewalks or footpaths.

All pedestrians, including young, older and disabled, need protection from potential injury and a smooth, clearly defined travel path without abrupt changes in grade or terrain. Provide temporary facilities that are detectable and traversable by persons with disabilities and include accessibility features consistent with the features present in the existing or former pedestrian facility.

Worker Safety

The safety of workers in a work site is just as important as the safety of the public traveling through the work zone. The best protection for both is good work zone traffic control.

All workers should be trained in how to work next to traffic in a way that minimizes their vulnerability. In addition, workers with specific traffic control responsibilities should be trained in traffic control techniques, device usage, and placement.

Workers exposed to traffic shall be attired in bright, highly visible clothing such as vests, shirts, or jackets. For daytime work, these garments shall be fabricated with a fluorescent red-orange or a fluorescent yellow-green background material.

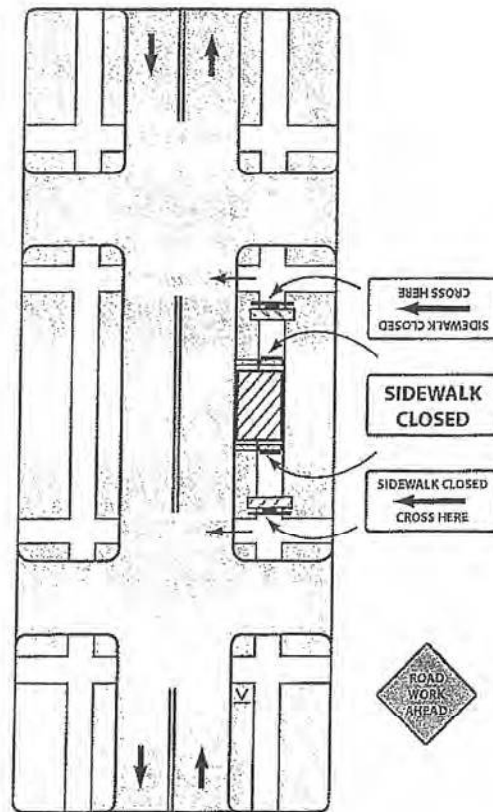
Work Safety Apparel – All persons on foot or on or within work equipment whose duties place them on highway right-of-way and expose them to potential risks of moving roadway traffic or construction equipment shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Safety Standard for High-Visibility Safety Apparel," also referred to as ANSI / ISEA 107-2004, standard performance for Class 2 or 3 risk exposure or the latest revisions.

During nighttime flagging operations, flaggers shall wear properly retroreflectorized safety apparel in compliance with the requirements of ANSI / ISEA 107-2004 standard performance for Class 3 risk exposure or latest revisions and a hard hat. Performance Class 3 safety apparel includes but is not necessarily limited to safety vest / safety pants combination, coverall / jumpsuit, jacket / parka / rainwear, or short sleeved jacket.

To further improve worker safety, consider the use of shadow vehicles, temporary traffic barriers, police, and road closures.

47

Sidewalk Closure (Pedestrian Detour)



Notes:

1. Where sidewalks exist, make provisions for persons with disabilities.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing as needed.
3. For nighttime closures, Type A flashing warning lights may be used on barricades that close walkways. Temporary street lighting may also be considered.



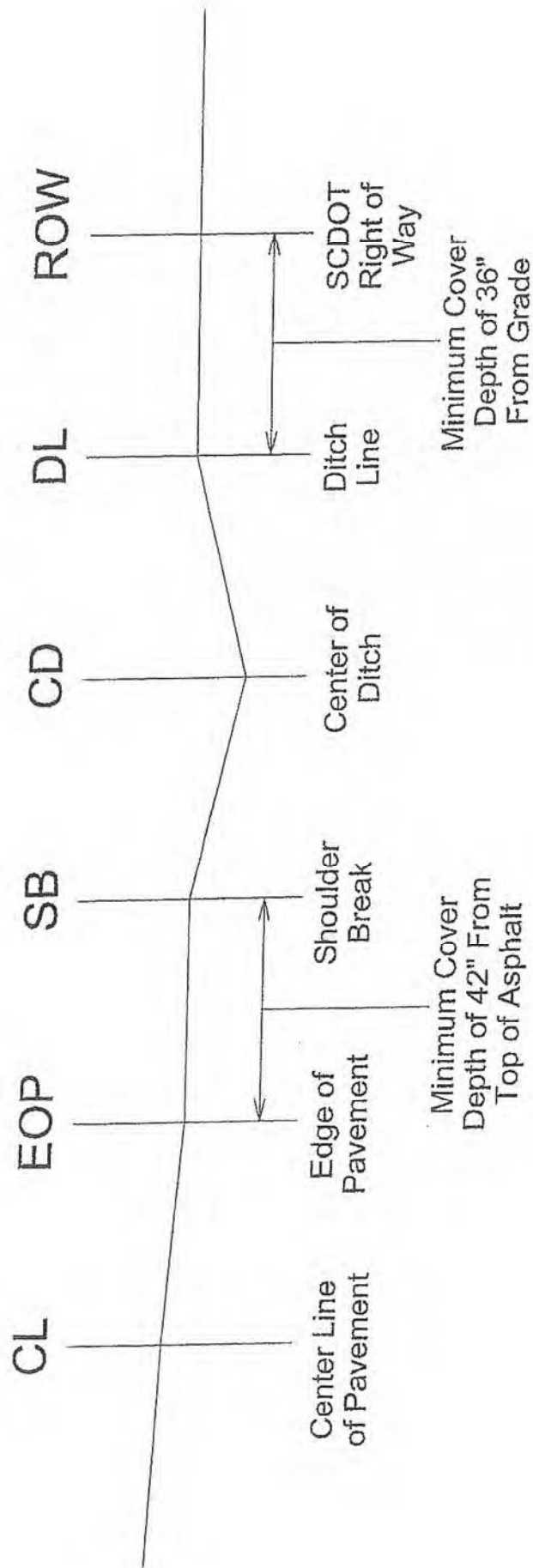
1. Where sidewalks exist, make provisions for persons with disabilities.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing as needed.
3. For nighttime closures, Type A flashing warning lights may be used on barricades that close walkways. Type C steady-burn lights may be used on channelizing devices separating the temporary walkway from vehicular traffic. Temporary street lighting may also be considered.
4. Where high speeds are present, install temporary longitudinal barriers to separate pedestrians from vehicular traffic. Refer to the SCDOT "Standard Specifications for Highway Construction" latest edition and Part 6 of the MUTCD for information on barriers.
5. Signs may be placed along a temporary walkway to guide or direct pedestrians. Examples include "Keep Right" and "Keep Left" signs.

48

SCDOT Boring/Open Cut Provisions

1. Applicant shall be responsible for pavement repairs if boring procedure cause any rise to pavement.
2. Applicant shall be responsible for maintenance of this bell hole cut.
3. Applicant shall be responsible for maintenance of any disturbed pavement of this open cut.
4. Applicant shall be responsible for the placement of steel plates on open cut of pavement if work is incomplete or left overnight.
5. Excavations within right of way shall be properly barricaded when work is not in progress.
6. Any sidewalk or curb and gutter damaged or removed during installation of a utility shall be replaced.
7. Applicant shall complete all asphalt repairs using asphalt pavement repair detail dated 2/26/08. (See enclosed detail.)
8. All pavement markings, to include RPM's, shall be replaced to the original state.

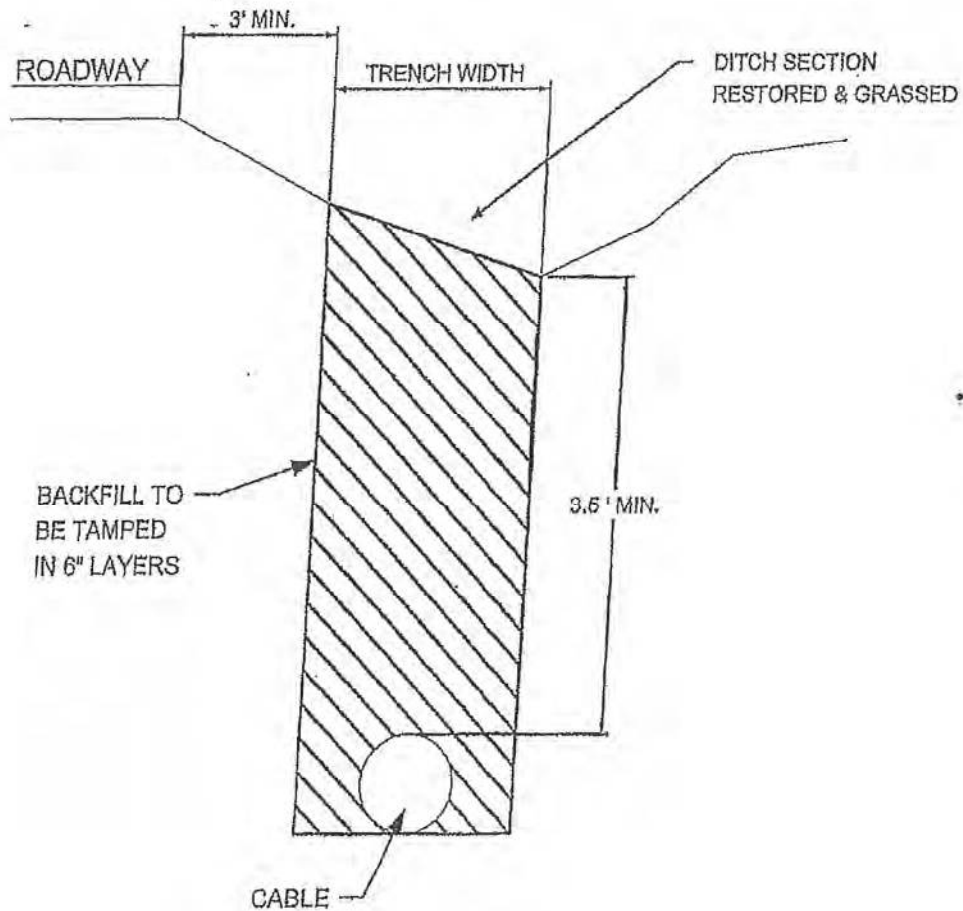
LONGITUDINAL INSTALLATION OF LINES WITHIN THE RIGHT OF WAY

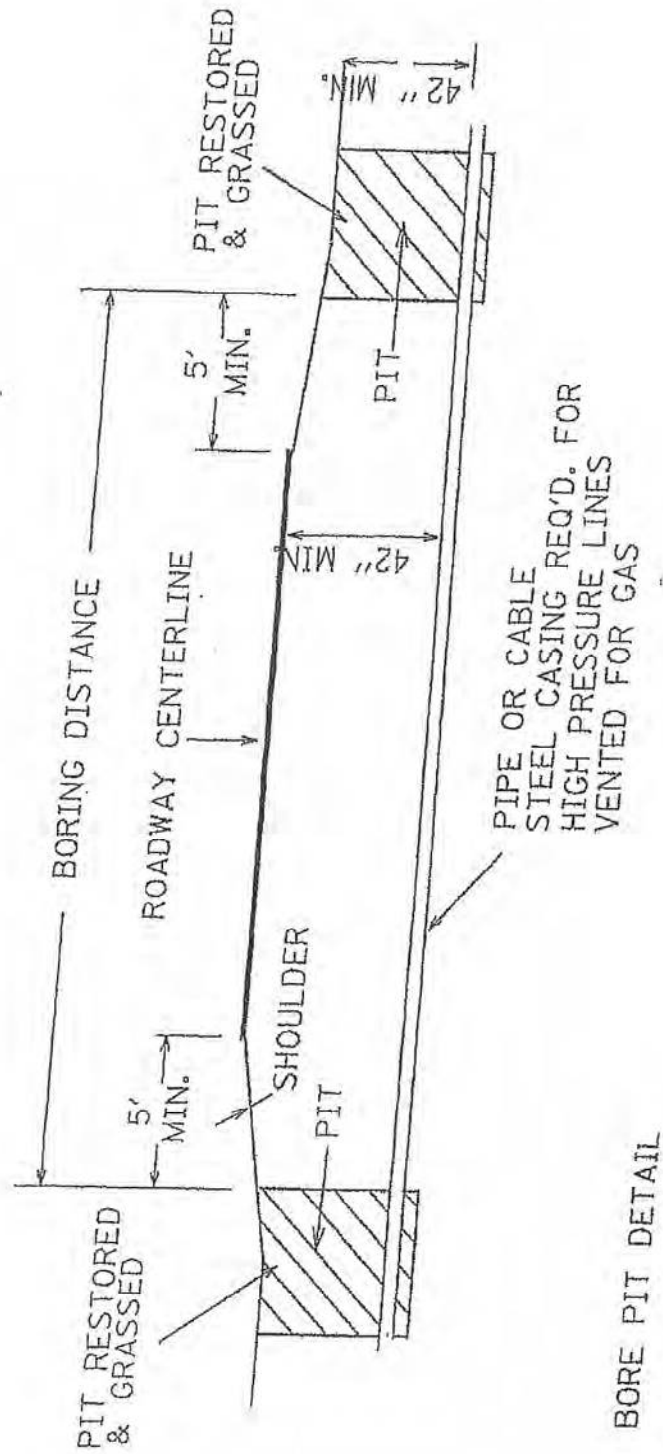


TYPICAL TRENCH DETAIL

Parallel to Road (Not to Scale)

If Less Than 3'
Must use Flowable Fill
As Back Fill





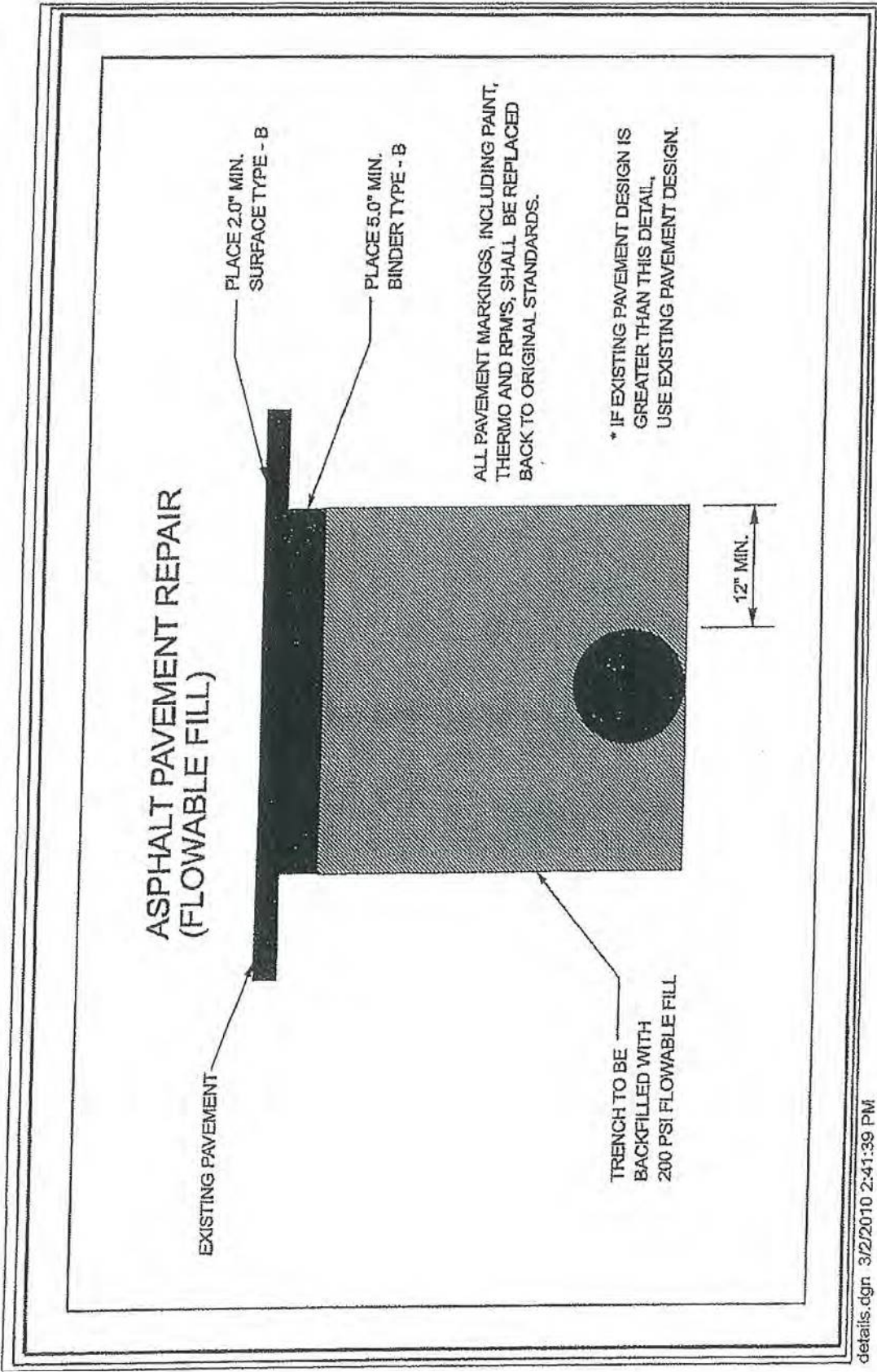


TABLE 1: PERMANENT COVER (PERENNIALS)

COMMON NAME ^d	BOTANICAL NAME	APPROVED SITE(S)	PLANTING RATE (lbs/acre)	PLANTING LOCATION	Planting Dates ^a											
TURF-TYPE GRASSES (SELECT ONE)					JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bahiagrass ¹	Paspalum notatum	Slopes	30	Upper State												
Common Bermudagrass ² (hulled = hull absent)	Cynodon dactylon	Shoulders, Slopes, or Medians	25	Upper State												
Common Bermudagrass ² (unhulled = hull present)	Cynodon dactylon	Shoulders, Slopes, or Medians	30	Upper State												
Carpet Grass	Axonopus affinis	Shoulders, Slopes or Medians	15	Upper State												
Tall Fescue	Festuca arundinacea	Shoulders, Slopes, or Medians	50	Upper State												
Centipede grass	Eremochloa ophiuroides	Shoulders, Medians	10	Upper State												
GRASSES																
Weeping Lovegrass	Eragrostis curvula	Slopes	5	Upper State												
Indiangrass	Sorghastrum nutans	Slopes	10	Upper State												
Little Bluestem	Andropogon scoparius	Slopes	10	Upper State												
Coastal Panicgrass	Panicum amaranum	Slopes	20	Upper State												
Switchgrass	Panicum virgatum	Slopes	9	Upper State												
Perennial Rye Grass ³	Lolium perenne	Shoulders, Slopes, or Medians	15	Upper State												
Virginia Wild Rye	Elymus virginicus	Shoulders Slopes, or Medians	6	Upper State												
LEGUMES⁴																
White Clover	Trifolium repens	Shoulders, Slopes	5	Upper State												
Sericea Lespedeza (Scarified seed)	Lespedeza cuneta	Slopes	50	Upper State												
Sericea Lespedeza (Unscarified seed)	Lespedeza cuneta	Slopes	80	Upper State												

^a Months shaded in gray represent applicable planting dates.¹ Bahiagrass may be used as an optional turf-type permanent cover at the discretion of the RCE.² Common Bermudagrass: Do not use Giant Bermudagrass (NK-37).³ Perennial Rye Grass: Do not use Annual Italian Rye grass (Lolium multiflorum).⁴ Only use pre-inoculated legumes or use an appropriate inoculant with the seed at planting.^d If the Common Name of the seed listed in Table 1, Table 2 or Table 3 is not available, use seed with the listed Botanical Name

November 3, 2008

Page 4

Client#: 385458

11EVERGCOR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. P.O. Box 2190 Phone - 770-664-6818 Alpharetta, GA 30023		CONTACT NAME: PHONE (A/C, No, Ext): 770 664-6818 FAX (A/C, No): 888-827-9870 E-MAIL ADDRESS:	
INSURED The Evergreen Corporation d/b/a Evergreen Construction 3200 Cobb Galleria Parkway; Suite 240 Atlanta, GA 30339		INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 19488	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			CPP204149805	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CPP204149805	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CU204149905	01/01/2013	01/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC204150105	01/01/2013	01/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Builders Risk			IM2041500040	01/01/2013	01/01/2014	\$18,000,000 Per Jobsite
A	Equip Lease/Rent			CPP204149805	01/01/2013	01/01/2014	\$300,000/\$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hyatt Place, Columbia, South Carolina

The City of Columbia, South Carolina is named as additional insured as respects General Liability coverage.

Policies will not be canceled during their term until after at least thirty (30) days prior notice to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Columbia
 Attn: Chip Timmons
 1136 Washington Street
 Columbia, SC 29217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chip Timmons

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CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-117 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, Revised August 2, 2013

None indicated

FINANCIAL IMPACT:

SUMMARY:

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

ATTACHMENTS:

- Major_Changes_to_CRLF_Code (PDF)
- ordinance_2013_117_commercial_revolving_loan_fund_revised (PDF)

Ordinance No. (ID # 1073)**ORDINANCE NO.: 2013-117 - ADOPTING THE COMMERCIAL
REVOLVING LOAN FUND ("CRLF") CODE, REVISED AUGUST 2, 2013****APPROVED AS TO FORM****ATTEST**



We Are Columbia

Office of Business Opportunities

1225 Lady Street, Columbia, South Carolina 29203 • Phone: 803-545-3950 • Fax: 803-255-8912

To: City Council
From: Tina Herbert, Office of Business Opportunities
Date: October 15, 2013

Below is a summary of **major changes** proposed for the Commercial Revolving Loan Fund Code (CRLF) (Ordinance No.: 2013-117, Agenda Item Number 21).

8.1. Purpose

- The provisions of the code have been **applied to all commercial revolving loan funds**, regardless of funding source.

8.2 Definitions

- Changes the definition of small business from the SBA definition to a business with **50 employees or less**
- The **target areas** specifically mentioned in the previous code have been removed and the new code reflects that the city may determine targeted areas for funding

8.3 Types of Loans

- Section added to describe the three major types of loans available based on required bank participation and equity investment

8.5 Eligible Applicants

- Require all principals or owners to provide personal guarantees
- Added **applicants who have been in default on City loans are not eligible for additional funding**
- Established **a minimum credit score of 600**
- **Established conditions for a current loan recipient to be eligible for additional funding**: minimum 50% equity; previous loan must be paid off or in repayment for at least two years with no late payments or defaults; must be in an identified target area of the City; must be unable to get required financing from a private financial institution or other private source
- **Removed allowance for Loan Review Committee to waive any requirements**

8.6 Ineligible Activities

- **Removed ability for loan committee to waive these requirements**

8.7 Fees, Interest, Terms and Limits

- Removed refunding of application fee in the event of denial and credit for commitment fee in the event of approval
- Changed commitment fee to origination fee and set at 1%
- Stated that interest rate charged on CRLF loans may be set at 1% below prime unless otherwise dictated by funding source and that the rate shall never be below 3% or greater than the maximum allowed by law
- Specified that all loans will have five (5) year balloon/call features

Attachment: Major_Changes_to_CRLF_Code (1073 : Ordinance No.: 2013-117)

- Established new terms for repayment: equipment 7-10 years; working capital up to 2 years; leasehold improvements up to 25 years
- Set maximum loan amount at \$200,000 unless otherwise dictated by funding source

8.8 Loan Review Committee

- Changed name to committee from board
- Added licensed commercial contractor to committee members
- Removed “a community leader from the target area”
- Stated that the committee is authorized to approve/deny all loan requests; approve/deny loan modifications recommended by staff; approve/deny subordination requests which would change the collateral position of the City on a loan; approve/deny requests for legal action on defaulted loans; review policies and procedures which apply to CRLF funds; review quarterly portfolio reports prepared by staff
- Stated that only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications and referrals for legal action
- Stated that the committee is a public body subject to FOIA

8.10 Underwriting Criteria

- Specified minimum private commitment of 10% or higher as dictated by funding source and that other City programs may not be used for this equity requirement
- Specified one job created or retained per \$35,000 borrowed from the City.
- Specified minimum Debt Coverage Ratio of 1.0-1.15 and above
- Specified maximum Loan to Value ratio for loans of 50-80% depending on collateral
- Established that City may take subordinate position to other lenders
- Waived collateral requirement for loans \$10,000 and under with the exception of personal guarantees and UCC's

8.11 Loan Closing Requirements and Monitoring

- Personal guarantees required for all loans
- UCC's will be recorded for all FF&E used as collateral
- Key man insurance may be required for loans over \$50,000 with no real estate collateral and a sole proprietor
- Job creation/retention is to be monitored for three years

8.12 Reporting

- Specified that semi-annual report will be provided to council in July and January of each fiscal year.

8.13 Delinquency and Default

- Past due-up to 30 days late; Seriously delinquent-30-90 days late; default-over 90 days late

8.14 Loan Servicing

- All loans not serviced by the lead lender or loan servicing agent selected by the City will be serviced by City staff

8.17 Portfolio Goals and Performance

- CRLF as a whole should create 1 job per \$15,000 borrowed
- Working capital loans limited to 30% of portfolio
- Goal of 40% minority participation
- Goal of 35 % women owned business participation
- Loans to start-ups limited to 30% of portfolio

Added section 8.18-8.20 on specific funding sources

- EDA loans have a maximum of \$200,000 and require 50% equity from borrower
- CDBG and CERF loans have a maximum of \$100,000 and require a minimum 10% equity investment from borrower

Added section 8.21- Conflict of Interest

ORDINANCE NO.: 2013-117

*Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 2, 2013;
and approving the Loan Agreement and Promissory Note document formats*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2013, that the attached Commercial Revolving Loan Fund Code, revised August 2, 2013, ~~and the Loan Agreement and Promissory Note document formats are hereby approved and adopted.~~

Requested by:

Office of Business Opportunities

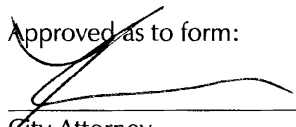
Mayor

Approved by:

City Manager

~~Approved as to form:~~

ATTEST:



City Attorney

City Clerk

Introduced: 10/15/2013

Final Reading:

LEGAL DEPARTMENT DRAFT

Attachment: ordinance_2013_117_commercial_revolving_loan_fund_revised (1073 : Ordinance No.: 2013-117)

COMMERCIAL REVOLVING LOAN FUND

Draft Revised 8/2/2013

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

All principal and interest payments, as well as any fees collected, will revolve back into the loan fund in which the loan was originated. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.

6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)
7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans
8. *Private commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private source
9. *Private to public dollar leveraging ratio.* The amount of private dollar investment, either through private commitment and/or a participating lender in a project in relation to the amount of public funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees. Non-profit corporations are eligible for loans if the activities to be financed are deemed appropriate under these guidelines by the City staff and/or the Commercial Revolving Loan Fund Committee
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) funds awarded to the City Of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);

↑

3. *Renewable lines of credit* (based upon availability of funds)
4. *Loans under \$10,000* which may not require bank participation or private equity investment.
5. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.5 ELIGIBLE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principal owners must agree provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding. *If the default has been remedied, the Committee may consider the request.*
6. Minimum credit score. The City *requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan. does not have a minimum credit score for commercial loans, however the applicant's credit score is one of many underwriting factors considered in approving the loan.*

7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:

1. The applicant must be a resident of the City of Columbia for at least 12 months prior to the date of application.
2. The applicant must have a net worth of at least \$10,000 as of the date of application.
3. The applicant must have a credit score of at least 650 as of the date of application.
4. The applicant must have a steady source of income for at least 12 months prior to the date of application.
5. The applicant must not be currently in default of any debt obligations.
6. The applicant must not be currently involved in any legal proceedings that could result in the loss of assets.
7. The applicant must not be currently involved in any business that is considered a high-risk industry.
8. The applicant must not be currently involved in any business that is considered a prohibited activity.
9. The applicant must not be currently involved in any business that is considered a prohibited activity.
10. The applicant must not be currently involved in any business that is considered a prohibited activity.

~~The commercial revolving loan fund committee may waive any requirements contained herein, as long as minimum federal standards are maintained, where there is significant economic impact, job creation, private commitment, or other economic development factors. Where the Committee votes to waive any of these requirements, the loan request must appear on the CRLF agenda for a minimum of two meetings.~~

8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.

8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.2 for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit **bureau**reports, etc.), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) **may shall** be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA - 8.19.4; CDBG – 8.20.4; CERF – 8.21.4) the interest rate to be charged on City of Columbia CRLF loans shall be set at one percent (1%) below the current money center prime rate quoted in the Wall Street Journal. This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than three percent (3%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

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- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed \$200,00 for EDA funded loans and \$100,000 for loans from all other funding sources.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a **licensed commercial** contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) an Assistant City Manager with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny subordination requests that would change the City's collateral position on an active loan;
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

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The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
 - b. Personal financial statements for all principals of the business.
 - c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
 - g. Incorporation documentation for incorporated businesses.
 - h. Verification of current number of employees.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

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Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.20.3; EDA section 8.19.3; CERF section 8.21.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.
4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the **business within two (2) years** without public support.
5. The applicant's credit, capacity and collateral is adequate.
 - a. While the City does not have a minimum credit score for commercial loans, the applicant's credit is a factor in considering approval.
 - b. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
 - c. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
 - i. Collateral should have a maximum loan to value ratio of:
 - (a) 50-75% for inventory, equipment and receivables and
 - (b) 80% for real estate
 - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
 - ii. The City may take a subordinate position to other lenders.
 - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
 - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.

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7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

The commercial revolving loan fund committee may waive any requirements contained herein, as long as minimum federal standards are maintained, where there is significant economic impact, job creation, private commitment, or other economic development factors. Where the Committee votes to waive any of these requirements, the loan request must appear on the CRLF agenda for a minimum of two meetings.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should insure that all loans are protected through adequate insurance coverage.
 - A. Key man insurance may be required under the following circumstances.
 1. The business is a sole proprietorship with no succession plan.
 2. The loan amount is greater than \$50,000.
 3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.

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5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – between from 30 to 90 days late; and
- C. default – over 90 days late.

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the private lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

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- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

- 1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private lender where applicable, borrower and closing attorney. Receipt of post- closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.
- 2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

- 1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
- 2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio; [however the loan committee has the option to waive the initial percentage up to fifty percent \(50%\) and allow adjustments as appropriate during the revolving phase.](#)

3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 2035% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of Capital. The City must use RLF Capital for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

c. Restriction on Use of RLF Capital. In addition to City of Columbia ineligible uses, RLF Capital shall not be used to:

- i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;
- ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the RLF;
- iii. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;
- iv. Refinance existing debt, unless the City sufficiently documents in the loans documentation a "sound economic justification" for the refinancing (e.g. the

ii ↑

refinancing will support additional capital investment intended to increase business activities).

2. Loan Amount. The maximum loan amount is \$200,000.
3. Private Commitment Requirement for each loan. RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The RLF loans funded by EDA encourage a 4 to 1 private to public match.
4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.
5. Leveraging of RLF Portfolio. RLF loans must be used to leverage private investment of at least two dollars for every dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the RLF's operation. To be classified as leveraged, private investment must be made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project, and may include:
 - a. capital invested by the borrower or others;
 - b. Financing from private entities; or
 - c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions of US Small Business Administration's 7 (a) loans and 504 Debenture loans.
6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$100,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required, however it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

- i. Developers and development corporations: property acquisition and pre-construction costs.
- ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.

2. The maximum loan shall be \$100,000 for any one project. However the CRLF committee may adjust this limit based on available funding.

3. A minimum equity investment of 10% by the borrower is required.

4. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

5. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.
2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.
3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.
 - a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.
 - b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict
 - c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.
 - d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.
 - e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.
5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.

DRAFT

ii



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-101 Granting Encroachment to the University of South Carolina for Use of the Right of Way Area of the 800 Block of Sumter Street, Richland County TMS # 11304-05-01, Adjacent To the USC Arnold School of Health for Installation and Maintenance of Stamped Asphalt Pavement, Concrete Curbing, Driveway and Brick Wall

FINANCIAL IMPACT: Ordinance to review for 1st reading

SUMMARY:

ATTACHMENTS:

- ordinance_2013_101_encroach_usc(PDF)

ORDINANCE NO. 2013-101

Granting encroachment to the University of South Carolina for use of the right of way area of the 800 block of Sumter Street, Richland County TMS #11304-05-01, adjacent to the USC Arnold School of Health for installation and maintenance of stamped asphalt pavement, concrete curbing, driveway and brick wall

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to use a portion of the right of way area of the 800 block of Sumter Street and 1300 block of Greene Street adjacent to the west and south sides of the Arnold School of Health for installation and maintenance of stamped asphalt pavement approximately twelve (12') feet in width and twenty-five (25') feet in length, concrete curbing approximately thirty (30') feet in length and two (2') feet in width, reconstruction, realignment and repaving of a driveway approximately thirty-two (32') feet in length and sixty (60') feet in width, and a brick wall approximately two hundred thirty (230') feet in length and eight (8') feet in height, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, that Grantee is hereby granted the right to use the right of way area of the 800 block of Sumter Street and 1300 block of Greene Street adjacent to the west and south sides of the Arnold School of Health for installation and maintenance of stamped asphalt pavement approximately twelve (12') feet in width and twenty-five (25') feet in length, concrete curbing approximately thirty (30') feet in length and two (2') feet in width, reconstruction, realignment and repaving of a driveway approximately thirty-two (32') feet in length and sixty (60') feet in width, and a brick wall approximately two hundred thirty (230') feet in length and eight (8') feet in height, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. All trees shall be protected;
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.

Last revised: 10/31/2013
13081763

LEGAL DEPARTMENT DRAFT

Attachment: ordinance_2013_101_encroach_usc (1104 : Ordinance No.: 2013-101)

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

University of South Carolina

MAYOR

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 10/31/2013
13081763

LEGAL DEPARTMENT DRAFT

Attachment: ordinance 2013_101_encroach_usc (1104 : Ordinance No.: 2013-101)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2012-101**



**800 BLOCK OF SUMTER STREET
ADJACENT TO USC ARNOLD SCHOOL OF HEALTH
STAMPED ASPHALT PAVEMENT, CONCRETE CURBING,
DRIVEWAY AND BRICK WALL**

Subject Property:	Right-of-way adjacent to Arnold School of Health, 800 Block of Sumter Street, TMS#11304-05-01
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of stamped asphalt pavement, concrete curb, driveway and brick wall
Applicant:	University of South Carolina
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of of stamped asphalt pavement approximately twelve (12') feet in width and twenty-five (25') feet in length, concrete curbing approximately thirty (30') feet in length and two (2') feet in width, reconstruction, realignment and repaving of a driveway approximately thirty-two (32') feet in length and sixty (60') feet in width, and a brick wall approximately two hundred thirty (230') feet in length and eight (8') feet in height, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. All trees shall be protected; 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is to coordinate existing and proposed crosswalks, ramps and curb cuts to insure proper alignment.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval. Request notification of when the soil improvements on Sumter Street start.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: ordinance 2013 101 encroach usc (1104 : Ordinance No.: 2013-101)

REQUEST FOR AN ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (343-8778 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 03/18/10 Property Owner: University of South Carolina
 Applicant's Name if different from Property Owner: Ms. Ann Derrick
 Contact Information: Telephone Number: 803-777-5811 Fax Number: 803-777-7334
 Mailing address: 743 Greene Street, Columbia SC 29204 E-mail address: ADERRICK@lmc.sc.edu
 Encroachment Location (Address): 800 Sumter Street
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)
 Tax Map Number for Encroachment Location: 11304-05-01

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers
☒ Walkway/Side walk ☐ Underground Utilities ☒ other
 If Other - specify: stamped asphalt pavement, concrete curbing, reconstruct/realign existing
 Dimensions (height/width/length): driveway, Fire Department Connection and meter pit.

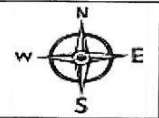
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: Brick pavers, asphalt, concrete curbs

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

☐ **Church Directional Signs** (Must provide picture or drawing of proposed signs that reflect dimensions)

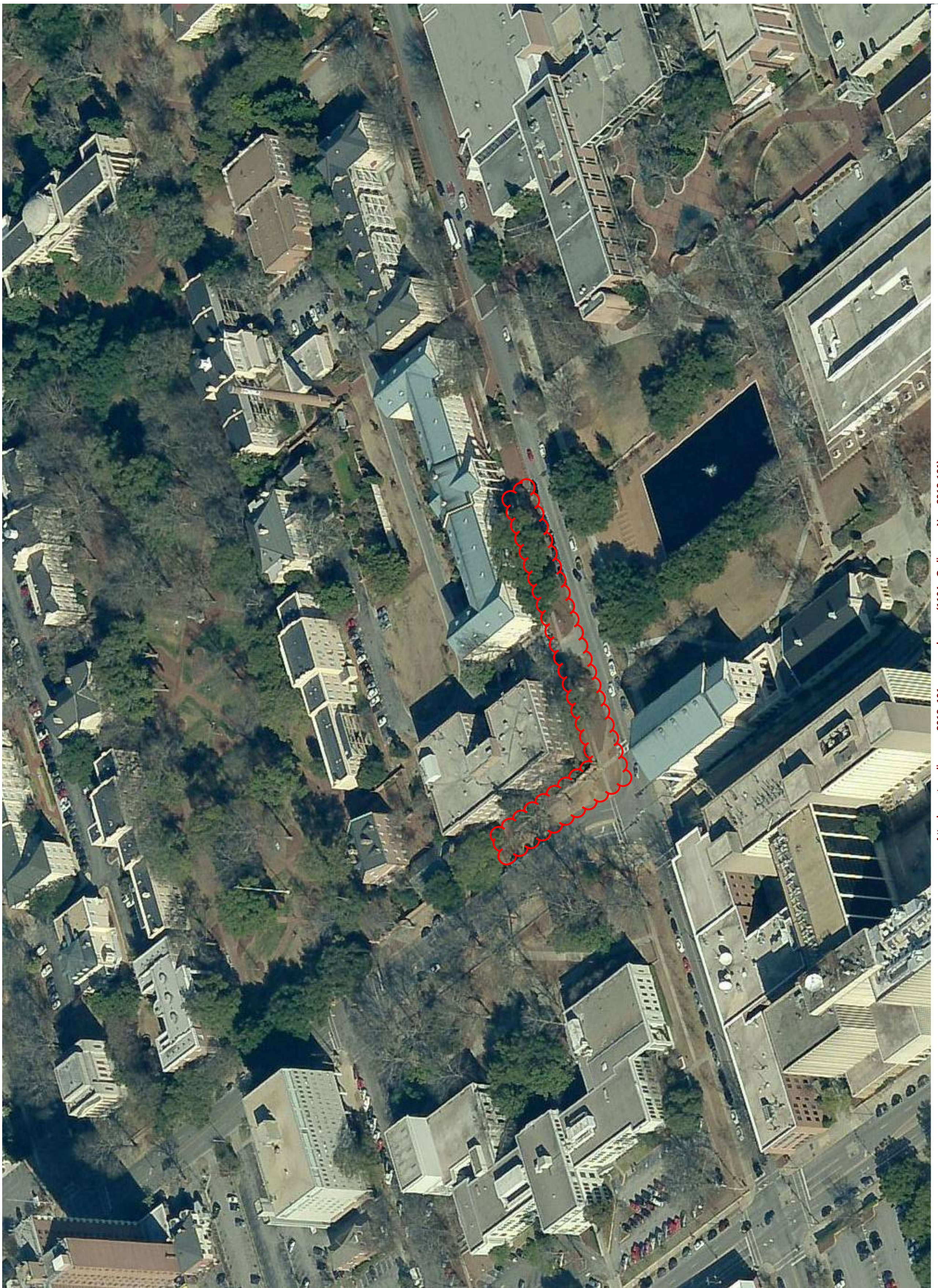
Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables: _____
 Hours of operation for outdoor dining: _____
 Number of planters: _____ Awning: _____ (dimensions - size/material) _____
 Other: _____ (or complete applicable "Encroachment type" section above)

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Krista Hampton will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

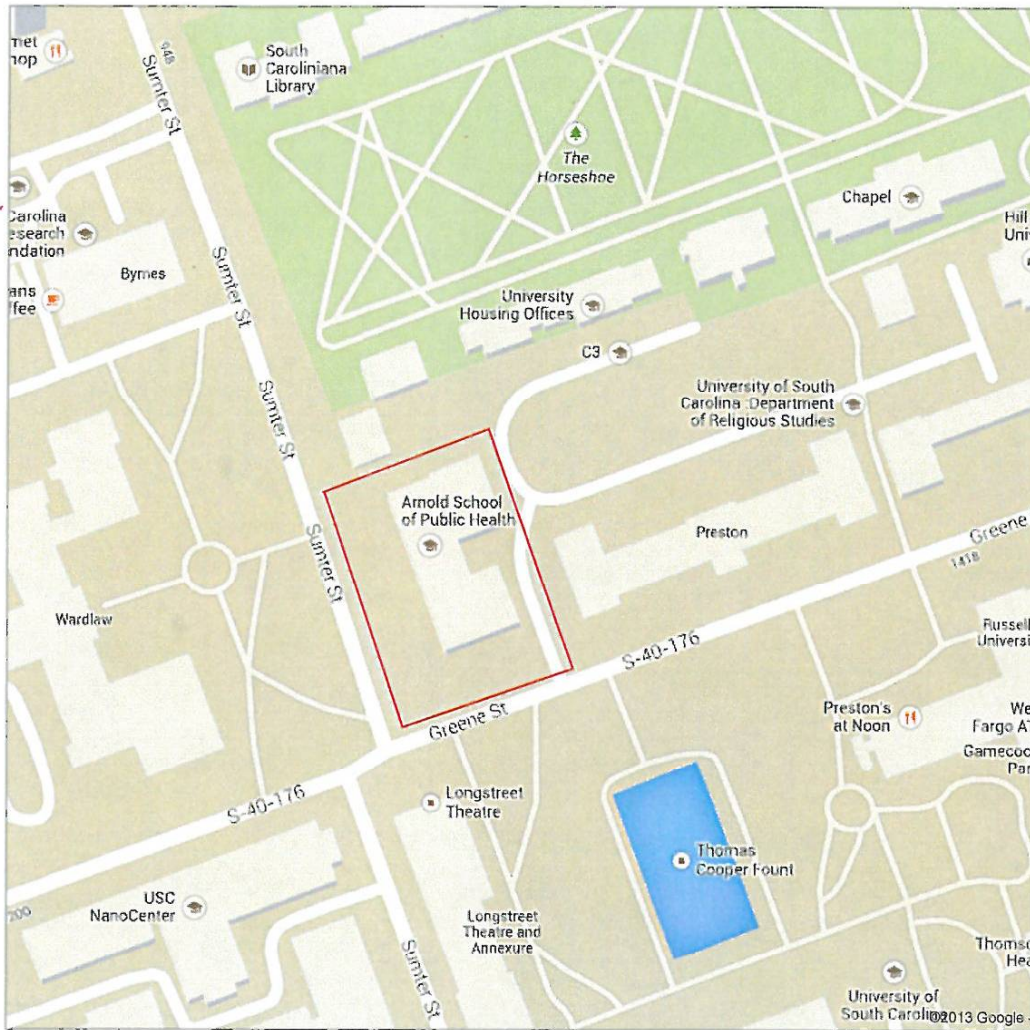
Contact	Department	Telephone Number	Fax Number
John Dooley	Utilities and Engineering	545-3240	733-8674
Joey Jacob	Engineering	545-3400	988-8199
Missy Gentry	Public Works	545-3780	733-8648
Marc Mylott	Planning and Development Services	545-3426	255-8935
Krista Hampton	Planning and Development Services	545-3420	733-8647
Jerry Thompson	Building Official	545-3442	733-8699
Sara Hollar	Forestry & Beautification	545-3860	733-8648
Amy Moore	Historic Preservation	545-3222	733-8647
Fred Delk	Columbia Dev. Corporation	988-8040	988-8039
Chip Timmons	Risk Management	343-8778	733-8245
Dana Higgins	Construction Management	545-3372	545-4130
David Brewer	Traffic Engineering	545-3850	733-8648
Robert Sweatt	Street Division	545-3790	545-3785
Jonathan Chambers	Planning and Development Services	545-3206	343-8779
Carmen Floyd	Fire Marshall	545-3703	401-8839
Nancy Lee Trihey	Planning and Development Services	545-3218	733-8647
Lucinda Statler	Planning and Development Services	545-3222	733-8647







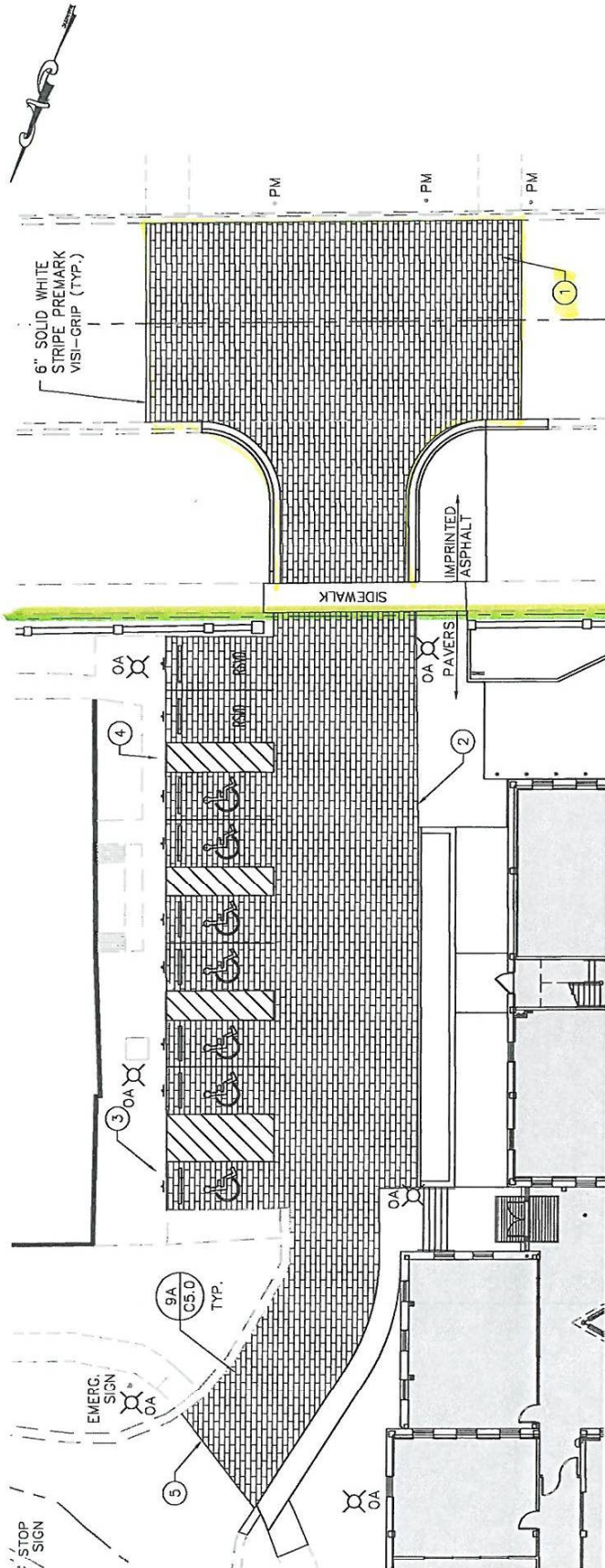
USC Health Science



Attachment: ordinance 2013 101 encroach_usc (1104 : Ordinance No.: 2013-101)



R/w



STAKING
SCALE: 1" = 20'

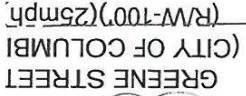
KEY NOTES

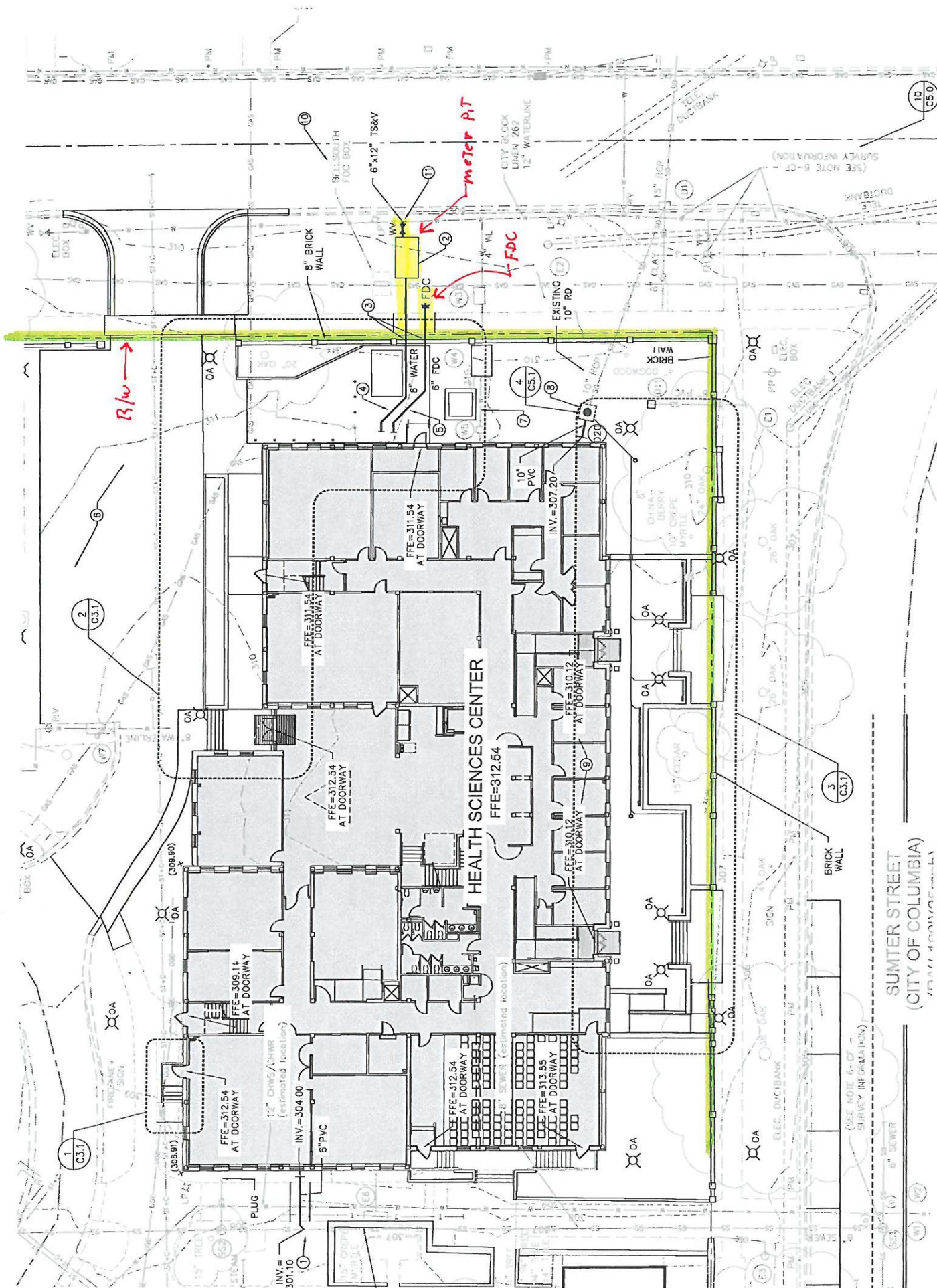
1. INSTALL IMPRINTED ASPHALT (RUNNING BOND - HERITAGE RED) SOUTH OF SIDEWALK.
2. INSTALL PAVERS NORTH OF SIDEWALK (RUNNING BOND w/STACK BOND ALONG PERIMETER - GRAY).
3. INSTALLATION OF HANDICAP SIGNS AND WHEELSTOPS INCLUDED IN BASE BID.
4. BRICK IN AREAS OF HANDICAP ACCESS AISLES. SURFACING NOT SHOWN FOR CLARITY OF STRIPING.
5. BRICK HATCH PATTERN SHOWN ON THIS PLAN INDICATES VEHICULAR BRICK PAVERS AND IMPRINTED ASPHALT TO BE PROVIDED UNDER ADD ALTERNATE NO. 1. SEE SHEET C2.0 FOR BITUMINOUS PAVEMENT TO BE PROVIDED UNDER BASE BID IN THESE AREAS.

LEGEND

SEE SHEET C2.0 FOR LEGEND.

ADD ALTERNATE No. 1 - VEHICULAR BRICK PAVERS / IMPRINTED (STAMPED) ASPHALT









7436 Broad River Road – Suite 212
 Irmo S.C. 29063
 803-781-3141 P
 803-781-3142 F

Transmittal

To: Mr. Zachary Kay
Office: City of Columbia
Date: August 09, 2013
From: Bruce Todd, P.E.

☐ AS REQUESTED
☐ FOR INFORMATION
☐ FOR SIGNATURE
☐ FOR APPROVAL

Reference: USC Health Science Renovations – Encroachment Ordinance

Mr. Kay,

On behalf of our client, the University of South Carolina, I am submitting the above referenced project to the City of Columbia for an Encroachment Ordinance.

The request is for the following new/renovated items in the R/W:

- Water meter pit (Greene Street).
- Fire Department Connection (Greene Street).
- Landscape area improvements (Sumter Street).
- Stamped Asphalt roadway (Greene Street).
- Brick Pavers sidewalk (Greene Street).

Please find enclosed the following:

- Application for Encroachment Ordinance.
- Supporting 8.5x11 maps.

Please call or email me if you have any questions.

RB Todd, Consulting Engineers


 Bruce Todd, P.E., LEED AP BD+C
 Project Manager
 Phone 803.781.3141
 Fax 803.781.3142
 bruce@rbtodd.com



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-114 - Granting Encroachment to the South Carolina Department of Transportation for Installation and Maintenance of a Landscaping and an Irrigation System in the Right of Way Areas of the 900 Block of Park Street, 900 Block of College Street and 900 Block of Pendleton Street Adjacent to 955 Park Street, Richland County TMS# 08916-08-01

None identified.

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- ordinance_2013_114_encroach_955_Park_Street (PDF)

Ordinance No. (ID # 1074)

**ORDINANCE NO.: 2013-114 - GRANTING ENCROACHMENT TO THE
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR
INSTALLATION AND MAINTENANCE OF A LANDSCAPING AND AN
IRRIGATION SYSTEM IN THE RIGHT OF WAY AREAS OF THE 900
BLOCK OF PARK STREET, 900 BLOCK OF COLLEGE STREET AND 900
BLOCK OF PENDLETON STREET ADJACENT TO 955 PARK STREET,
RICHLAND COUNTY TMS# 08916-08-01**

APPROVED AS TO FORM

ATTEST

ORDINANCE NO: 2013-114

Granting encroachment to the South Carolina Department of Transportation for installation and maintenance of a landscaping and an irrigation system in the right of way areas of the 900 block of Park Street, 900 block of College Street and 900 block of Pendleton Street adjacent to the 955 Park Street, Richland County TMS #08916-08-01

WHEREAS, the South Carolina Department of Transportation (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 900 block of Park Street, 900 block of College Street and 900 block of Pendleton Street adjacent to its building at 955 Park Street for installation and maintenance of landscaping and an irrigation system, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the sidewalk or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2013, that Grantee, its successors and assigns, is hereby granted the right of way areas of the 900 block of Park Street, 900 block of College Street and 900 block of Pendleton Street adjacent to its building at 955 Park Street for installation and maintenance of landscaping and an irrigation system, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

- 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.**
- 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA**

requirements are met and maintained.

3. Landscaping to be maintained by Grantee.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

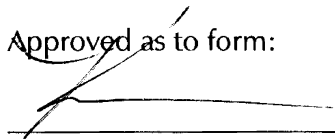
South Carolina Department of
Transportation

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Attachment: ordinance 2013 114 encroachment 955 Park Street (1074 : Ordinance No.: 2013-114)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2013-114**



**900 BLOCK OF PARK STREET,
900 BLOCK OF COLLEGE STREET AND 900 BLOCK OF PENDLETON STREET
ADJACENT TO 955 PARK STREET
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 900 block of Park Street, 900 block of College Street and 900 block of Pendleton Street adjacent to the 955 Park Street, TMS #08916-08-01
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation
Applicant:	South Carolina Department of Transportation
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of landscaping and an irrigation system, as shown on the attached drawings. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
----------------	--

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.

Attachment: ordinance 2013 114 encroach 955 Park Street (1074 : Ordinance No.: 2013-114)

Fire	Recommend approval.
------	---------------------

REQUEST FOR AN ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) **Business signs are NOT permitted via an encroachment.** An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at sardis@columbiasc.net; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: 9/11/2013 Property Owner: Shari Ardis
 Applicant's Name if different from Property Owner: Shari Ardis
 Contact Information: Telephone Number: 803-737-4250 Fax Number: 803-737-4250
 Mailing address: P.O. Box 147, Columbia, SC 29217 E-mail address: sardis@columbiasc.net
 Encroachment Location (Address): 1737 Main Street and 1400 block of Laurel Street
 (If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1400 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☐ other

If Other - specify: continued sod

Dimensions (height/width/length): _____

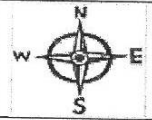
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete step; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: _____

Please provide photographs and drawing or site plan **drawn to scale** - no larger than 8-1/2 x 11.

☐ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables: _____

Hours of operation for outdoor dining: _____

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

Other: _____ (or complete applicable "Encroachment type" section above)

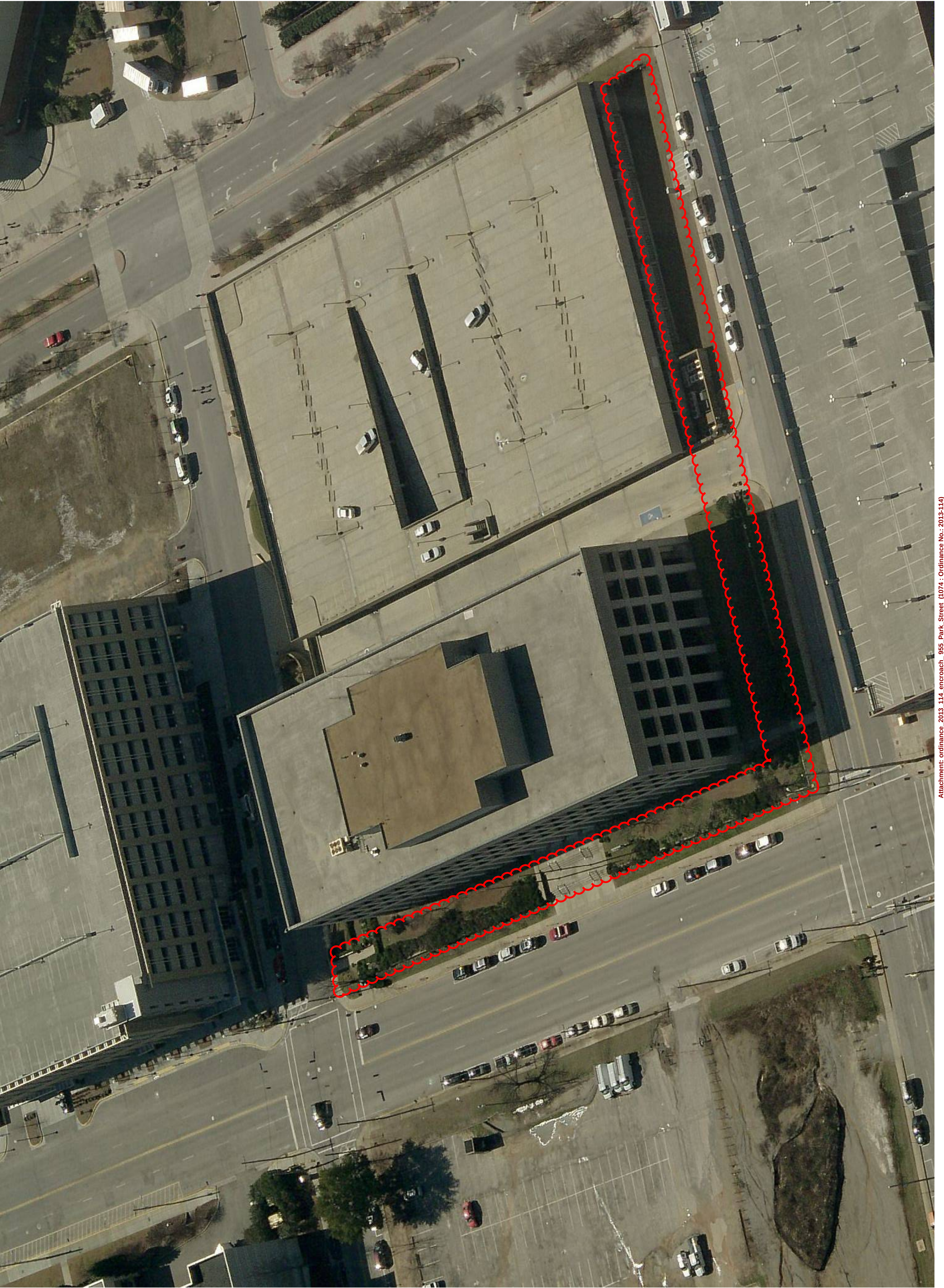


The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-60 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Krista Hampton	Development Services (Administration)	803-545-3420	803-733-8647	kmhampton@columbiasc.net
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jechambers@columbiasc.net
Nancy Lee Trihey	Development Services (Planning)	803-545-3222	803-733-8647	nltrihey@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Brian Cook	Development Services (Zoning)	803-545-3332	803-733-8647	kbcook@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jthompson@columbiasc.net
Fanessa Pinckney	Development Services (Permits)	803-545-3420	803-733-8699	fcpinckney@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Joey Jaco	Utilities & Engineering (Administration)	803-545-3400	803-988-8199	jdjaco@columbiasc.net
Dana Higgins	Utilities & Engineering (Construction Management)	803-545-3372	803-545-4130	drhiggins@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweat	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Sara Hollar	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	sehollar@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Fred Delk	Columbia Development Corporation	803-988-8040	803-988-8039	cdc@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
George Adams	Fire Department	803-545-3701	803-401-8839	cfdgadams@columbiasc.net
Gerald Koon	Fire Department	803-545-3701	803-401-8839	cfdgkoon@columbiasc.net
John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR 3/19/2013

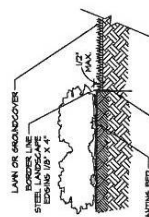




Attachment: ordinance_2013_114_encroach_955_Park_Street (1074 : Ordinance No.: 2013-114)

* OTHER HYBRIDS MAY BE ACCEPTABLE. PHOTOS OF ALL TREE ARE REQUIRED PRIOR TO DIGGING.

ABBR.	BOTANICAL NAME	COMMON NAME	CULTURE SPECIES	HEIGHT	MINOR SPECIES	MINOR SPECIES	NO. ZONES	COMMENTS	QTY.
LADI #	LAENETHEZEA TOMIATYI	TOMIATYI GRAMPETRE	1/2 EA	4'-6'	10'-12'	25'	3	MATCHING SPECIMEN	4
MAHOLA	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	6-8'	12-14'	32'	32'	1	SPECIMEN	18
PISTACIA	PISTACIA CHINENSIS	CHINESE PISTACHE	9'	12-14'	32'	32'	1	MATCHING SPECIMEN	18
QIER V	QUERCUS VIRGINIANA	HIGH RED OAK	8'	6'-8'	12-14'	32'	1	MATCHING SPECIMEN	18
SABA	SABAL PALMETTO	PALMETTO			12-14'		1	MATCHING	18
EL PHA	EL PHA ARBAREUS BLUE DNE	BLUE DUNE LYRICE GRASS	3'	12'	3 GAL	3-5		PLANT 3 O.C.	85
ANNUALS	ANNUAL FLOWERS	(VARIETY TO BE SELECTED)						2 PER SP	182 SF
LANTANA	LANTANA CAMERA	NEW GOLD LANTANA			1 GAL	3-9		PLANT AS SHOWN	40
LIRI	LIRIOPE MASCARI BIG BLUE	BIG BLUE LIRIOPE			PNT			PLANT 12' O.C.	80
TRAG	TRACHELOSPERMUM ASHATUM	ASIAN JASMINE			PNT			PLANT 12' O.C.	1000
WOOD	BRECKNOLLA OPHIODES	CENTREPE GRASS						PNT, ROOTED	15171 SF



CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS, EQUIPMENT, AND LABOR TO CONSTRUCT AND COMPLY WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE BASE PLAN DATA UTILITIES AS NECESSARY TO RESOLVE GROUND CONDITIONS.

PRELIMINARY
NOT FOR CONSTRUCTION
(APPROXIMATE SCALE)
GRAPHIC SCALE 1" = 20'-0"
0' 10' 20' 40'



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-116 - Granting Encroachment to Habenicht Co. LLC for Installation and Maintenance of a Wooden Barrel, Post and Footings Within the Right of Way Area of the 1600 Block of Main Street in Front of Its Business at 1631 Main Street, Richland County TMS# 08914-10-09

None indicated.

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- ordinance_2013_116_encroach_habenicht (PDF)

Ordinance No. (ID # 1072)

**ORDINANCE NO.: 2013-116 - GRANTING ENCROACHMENT TO
HABENICHT CO. LLC FOR INSTALLATION AND MAINTENANCE OF A
WOODEN BARREL, POST AND FOOTINGS WITHIN THE RIGHT OF
WAY AREA OF THE 1600 BLOCK OF MAIN STREET IN FRONT OF ITS
BUSINESS AT 1631 MAIN STREET, RICHLAND COUNTY TMS# 08914-
10-09**

APPROVED AS TO FORM

ATTEST

ORDINANCE NO. 2013-116

Granting encroachment to Habenicht Co. LLC for installation and maintenance of a wooden barrel, post and footings within the right of way area of the 1600 block of Main Street in front of its business at 1631 Main Street, Richland County TMS #08914-10-09

WHEREAS, Habenicht Co. LLC (hereinafter "Grantee") desires to use a portion of the sidewalk right of way area south of the landscaped area of the 1600 block of Main Street in front of its building at 1631 Main Street, Richland County TMS #08914-10-09 for installation and maintenance of a wooden barrel approximately twenty-six (26") inches in diameter secured to a steel tube post wrapped in wood measuring approximately nine (9') feet in height and measuring four (4") inches by four (4") inches by one-quarter (1/4") inch in diameter, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2013, that Grantee is hereby granted the right to install and maintain a wooden barrel approximately twenty-six (26") inches in diameter secured to a steel tube post wrapped in wood measuring approximately nine (9') feet in height and measuring four (4") inches by four (4") inches by one-quarter (1/4") inch in diameter, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all upkeep and maintenance of the improvements and assuring that all accessibility and ADA requirements are met and maintained.
3. All trees shall be protected.
4. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.

Last revised: 10/31/2013
13102141

LEGAL DEPARTMENT DRAFT

Attachment: ordinance_2013_116_encroach_habenicht (1072 : Ordinance No.: 2013-116)

5. Weep holes must be installed at the bottom of the barrel for drainage.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

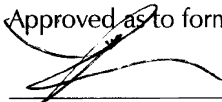
Martha Fowler

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 10/31/2013
13102141

LEGAL DEPARTMENT DRAFT

Attachment: ordinance_2013_116_encroach_habenicht (1072 : Ordinance No.: 2013-116)

REQUEST FOR AN ENCROACHMENT ORDINANCE

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are **NOT** permitted via an encroachment. An encroachment must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and is subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your homeowners' policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management.

Please complete and submit this form along with any attachment(s) to Shari Ardis by e-mail at slardis@columbiasc.net ; fax at 803-737-4250; or mail to Shari Ardis, Legal Department, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below and not through the Legal Department. Chip Timmons with Risk Management (733-8306 or catimmons@columbiasc.net) should be contacted regarding the insurance requirements.

Date: Oct. 7, 2013 Property Owner: Habenicht Co. LLC / Martha W. Fowler

Applicant's Name if different from Property Owner: Martha W. Fowler

Contact Information: Telephone Number: 803-256-0814 Fax Number: _____

Mailing address: 1429 Hagood Ave. Columbia SC 29205 E-mail address: M. Fowler 360 SC-RR.com
Encroachment Location (Address): to the left of 1631 Main in spot selected by city staff
(If corner lot, include name and block number of side street, i.e., 1737 Main Street and 1100 block of Laurel Street)

Tax Map Number for Encroachment Location: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers
☐ Walkway/Side walk ☐ Underground Utilities ☒ other post with Barbed on top

If Other - specify: _____

Dimensions (height/width/length): see plans

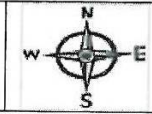
(i.e., 6'x42' wooden privacy fence; two 12"x4' concrete steps; two 12"x12" x24" brick columns; 4'x15' brick paver walkway)

Construction material: see plans: steel, wood, cement

Please provide photographs and drawing or site plan drawn to scale - no larger than 8-1/2 x 11.

☐ Church Directional Signs (Must provide picture or drawing of proposed signs that reflect dimensions)

Location(s) signs are to be placed (i.e. Northeast corner of Main Street) _____



Businesses only: ☐ Outdoor dining No. of chairs: _____ No. of Tables _____

Hours of operation for outdoor dining: _____

Number of planters: _____ Awning: _____ (dimensions - size/material) _____

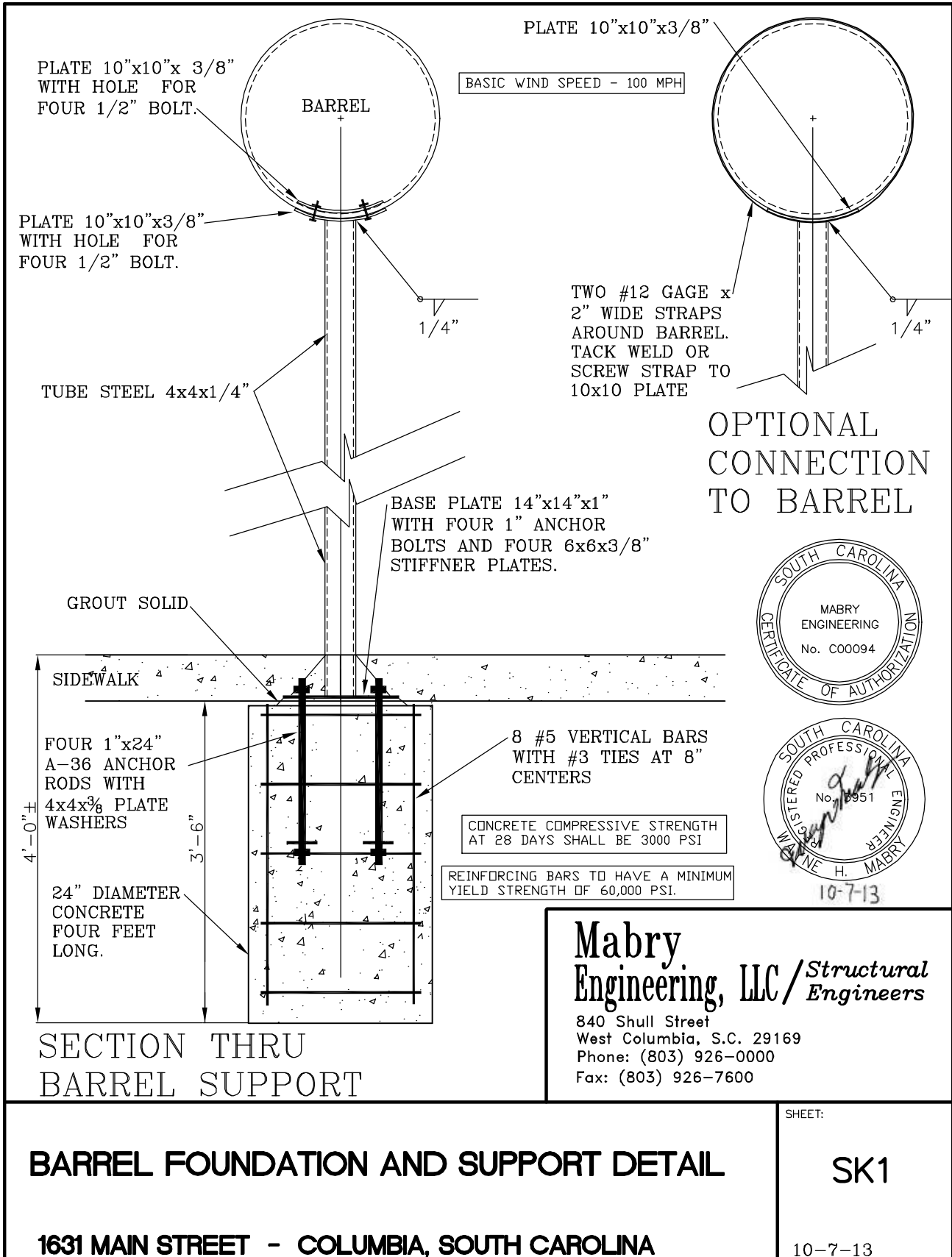
Other: _____ (or complete applicable "Encroachment type" section above)

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

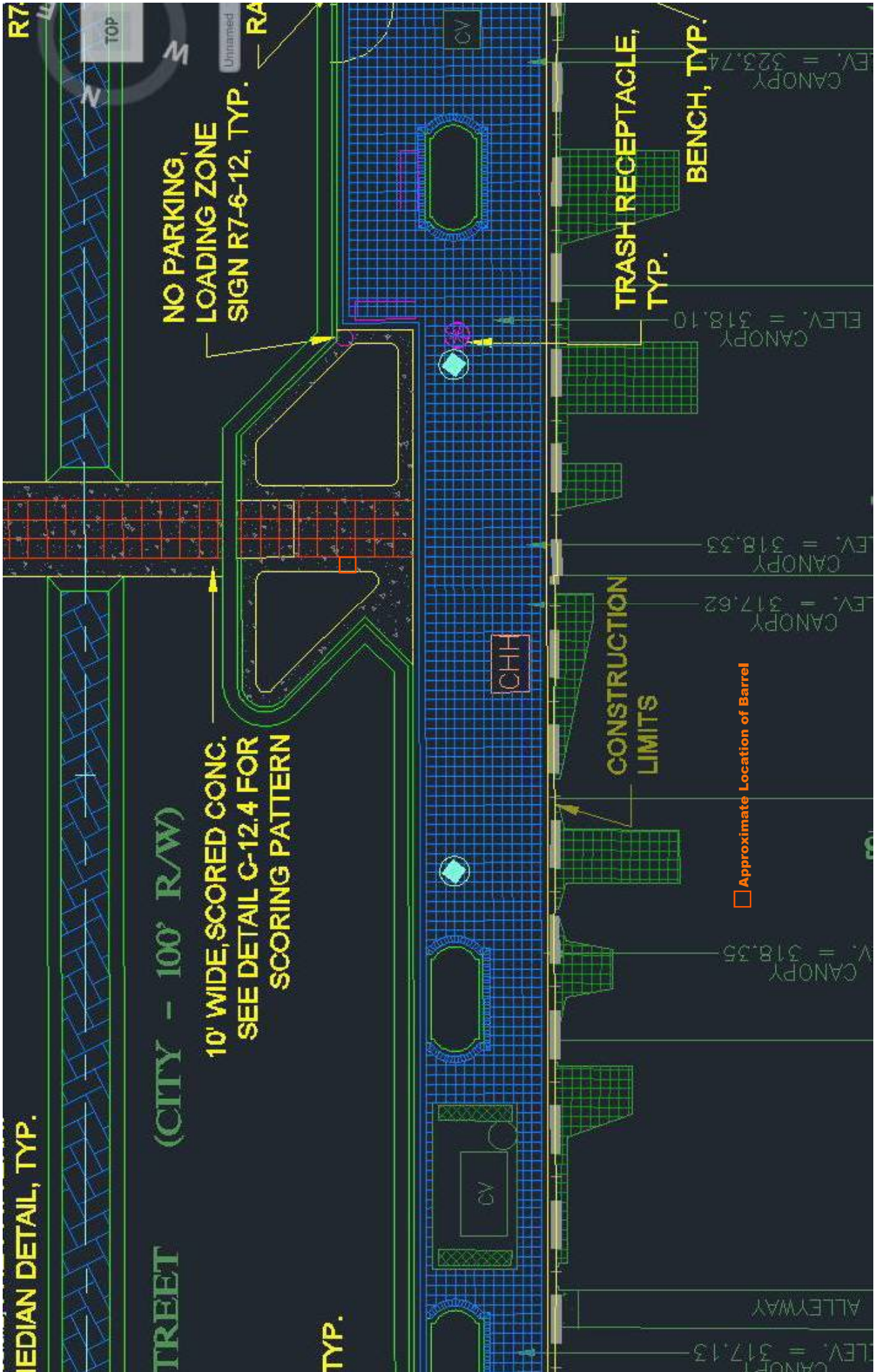
CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Krista Hampton	Development Services (Administration)	803-545-3420	803-733-8647	kmhampton@columbiasc.net
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-343-8779	jchambers@columbiasc.net
Nancy Lee Trihey	Development Services (Planning)	803-545-3222	803-733-8647	nltrihey@columbiasc.net
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Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
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John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Fred Delk	Columbia Development Corporation	803-988-8040	803-988-8039	cdc@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
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John David Spade	Parking Services	803-545-3070	803-733-8523	spade@columbiasc.net

LR 3/19/2013

Attachment: ordinance_2013_116_encroach_habenicht (1072 : Ordinance No.: 2013-116)



Attachment: ordinance_2013_116_encroach_habenicht (1072 : Ordinance No.: 2013-116)



20.a

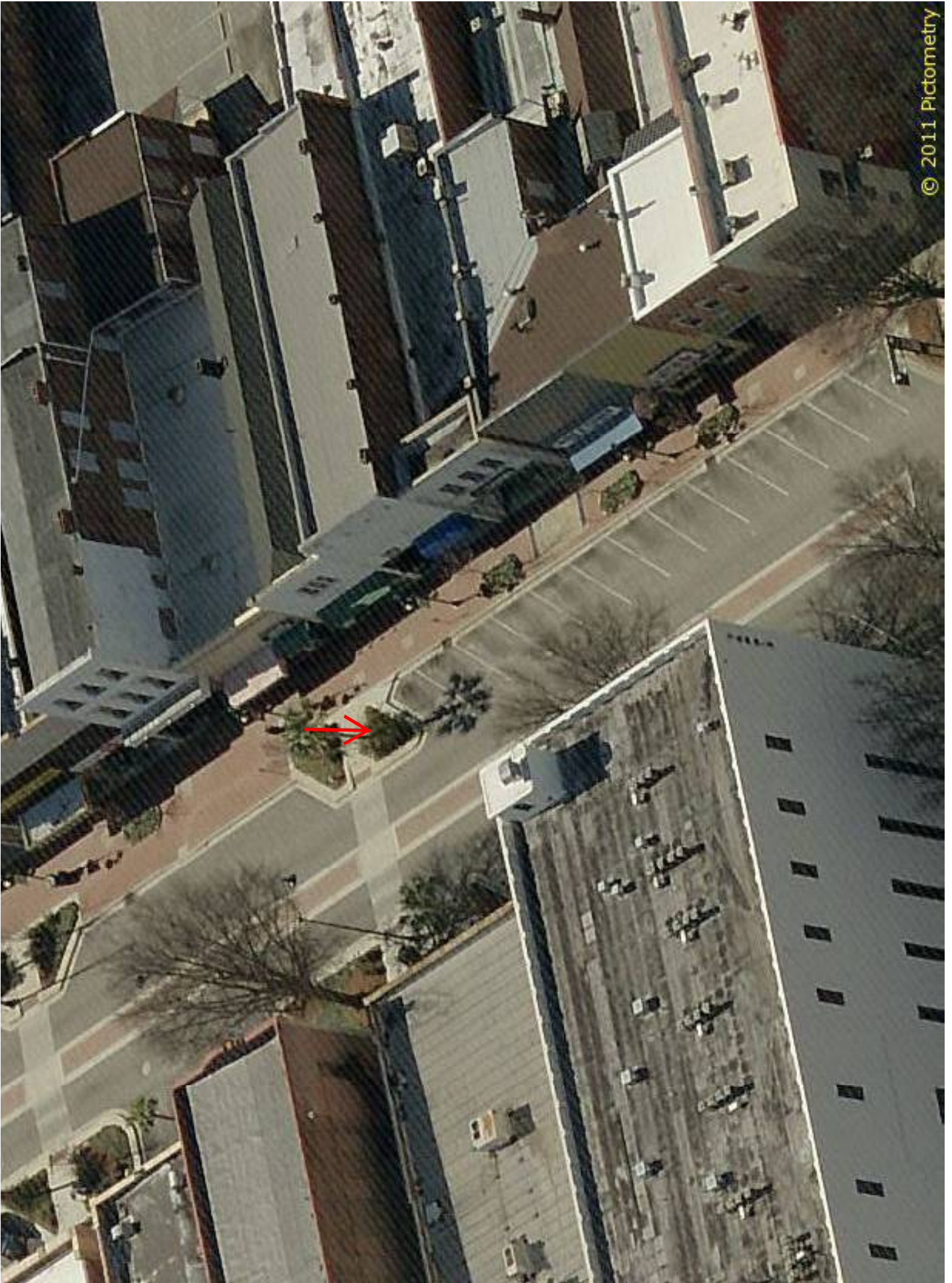


Attachment:

Packet Pg. 305



Attachment: ordinance_2013_116_encroachment_habenticht (1072 : Ordinance No.: 2013-116)



© 2011 Pictometry

Attachment: ordinance 2013 116 encroach habenicht (1072 : Ordinance No.: 2013-116)

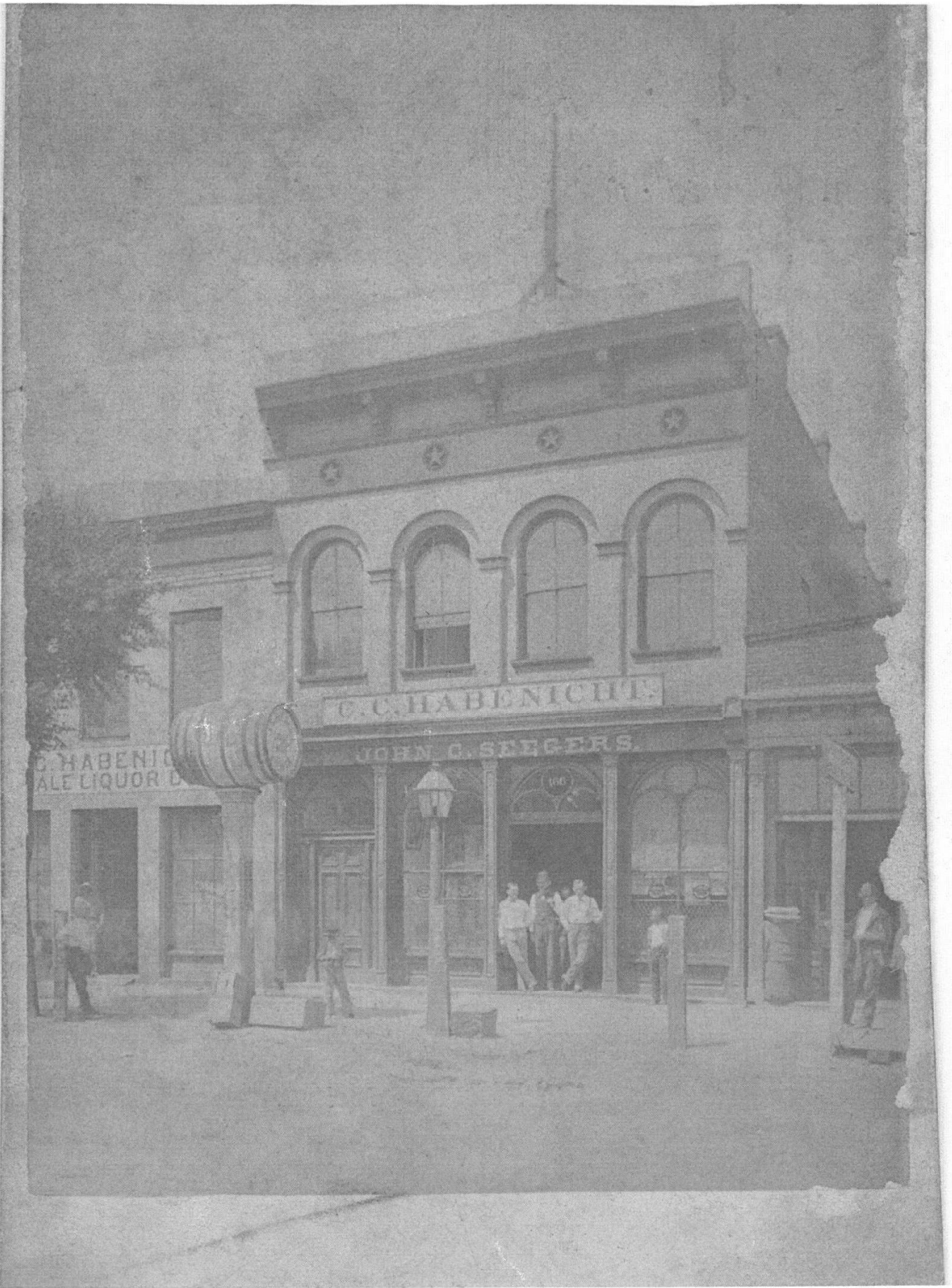


Attachment: ordinance 2013 116 encroach habenicht (1072 : Ordinance No.: 2013-116)



© 2011 Pictometry

Attachment: ordinance_2013_116_encroach_habenicht (1072 : Ordinance No.: 2013-116)





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Ordinance No.: 2013-125 - Authorizing Consumption of Beer and Wine Beverages Only at the 2014 Famously Hot New Year Event

None identified

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- ordinance_2013_125_famously_hot_new_year (PDF)

Ordinance No. (ID # 1075)**ORDINANCE NO.: 2013-125 - AUTHORIZING CONSUMPTION OF BEER
AND WINE BEVERAGES ONLY AT THE 2014 FAMOUSLY HOT NEW
YEAR EVENT****APPROVED AS TO FORM****ATTEST**

ORDINANCE NO.: 2013-125*Authorizing consumption of beer and wine beverages only at the 2014 Famously Hot New Year Event*

WHEREAS, the City ("Sponsor") is sponsoring the 2014 Famously Hot New Year Event in the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 6:30 p.m. Monday, December 31, 2013 until 1:00 a.m. Wednesday, January 1, 2014; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 900 block of South Main Street from Pendleton Street and College Street from 9:00 a.m. Tuesday, December 31, 2013 until 2:00 a.m. Wednesday, January 1, 2014 for set up and staging of equipment and a fireworks show; the eastbound lanes of the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 10:00 a.m. Monday, December 30, 2013 until 8:00 a.m. Wednesday, January 1, 2014; for set up, staging and clean-up of the event; and the westbound lanes of the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street from 8:00 a.m. Tuesday, December 31, 2013 until 8:00 a.m. Wednesday, January 1, 2014; the half block area of the 1200 block of Main Street south of the entrance to the NBSC parking garage to allow for ingress and egress into the parking garage from 8:00 a.m. Tuesday, December 31, 2013 until 8:00 a.m. Wednesday, January 1, 2014; the remainder of the 1200 block of Main Street between Lady Street and Gervais Street from 4:00 p.m. Tuesday, December 31, 2013 until 8:00 a.m., Wednesday, January 1, 2014; for an event to be held from 6:30 p.m. Tuesday, December 31, 2013 until 1:00 a.m., Wednesday, January 1, 2014, and for patrons to consume beer and wine beverages only during the event hours of 6:30 p.m. Tuesday, December 31, 2013 until 12:30 a.m. Wednesday, January 1, 2014; 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 ORDAINED by the Mayor and Council this day of, 2013, that the sale of beer and wine beverages only is authorized between the hours of 6:30 p.m. Tuesday, December 31, 2013 and 12:30 a.m. Wednesday, January 1, 2014; and,

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

BE IT FURTHER ORDAINED 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 ORDAINED 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 ORDAINED that VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, including beer or wine beverages, shall be allowed within an enclosed building adjacent to but outside of the event area. Beer and wine beverages shall not be carried from the event area into the VIP area. Alcoholic liquors or alcoholic beverages, including beer or wine beverages shall not be carried from the VIP area into the event area. Sponsor shall have a person posted at the entrance and exit of the VIP area to enforce the prohibition of transporting these beverages from one area to the other; and,

BE IT FURTHER ORDAINED that the Mayor and Council hereby repeal the restriction of outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices ending by 10:00 p.m. only for this City of Columbia sponsored New Year Eve's event; and,

BE IT FURTHER ORDAINED 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 ORDAINED that during the designated time the closed portion of the 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street 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 1200 block of Main Street between Lady Street and Gervais Street and the 1100 and 1200 blocks of Gervais Street between Assembly Street and Sumter Street 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 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:

Special Assistant to the Mayor

Mayor

Approved by:

ATTEST:

City Manager

Approved as to form:

City Clerk

City Attorney

Introduced:

Final Reading:



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Authorizing the City Manager to Execute a Third Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the Sale of 5.97 +/-Acres (Capital City Stadium), Richland County TMS #11204-02-02

FINANCIAL IMPACT: Ordinance to review for 1st reading

SUMMARY:

ATTACHMENTS:

- Ordinance_2013_128_Bright_Meyers_3rd_Amendment (PDF)

ORDINANCE NO.: 2013-128

*Authorizing the City Manager to execute a Third Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____,
2013, that the City Manager is authorized to execute the attached Third Amendment to
Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

THIRD AMENDMENT TO PURCHASE AGREEMENT

This Third Amendment to Purchase Agreement entered into this ____ day of _____, 2013, by and between The City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement ("Agreement") dated August 27, 2012 ("Agreement"), which gives Purchaser the exclusive right to purchase the property described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Purchaser previously amended the Purchase Agreement; and,

WHEREAS, Seller and Purchaser mutually desire to further modify and amend said Agreement; NOW, THEREFORE

IT IS HEREBY AGREED, for and in consideration of the sum of ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS as earnest money, the receipt and sufficiency of which is hereby acknowledge, the Agreement is hereby amended as follows:

Paragraph 2(a) is hereby amended to allow for the Earnest Money to be refundable to Buyer in the event Buyer terminates this contract for any reason during the initial 570 days. For avoidance of doubt this date is March 20, 2014.

Paragraph 14 is hereby amended to allow for the closing to take place not later than 26 months after the Effective Date of this contract as defined in Section 18. For avoidance of doubt this date is October 27, 2014.

Paragraph 21 is hereby amended to read that the Purchaser shall have 600 days from the Effective Date to deliver to the Seller documentation certifying that the contingencies have been satisfied.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

DATE: _____

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____

ITS: _____

DATE: _____



Meyers Brothers Properties LLC

November 4, 2013

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

RE: Extension of the Contract between Bright-Meyers and the City of Columbia

Dear Ms. Wilson:

I am writing to request an extension of the initial 150 day period as defined in paragraph 2(a) and as amended and extended previously on January 23, 2013 by an additional 180 days and again on September 12th, 2013 for an additional 120 days for a total of 450 days. This third Amendment would extend the initial period by an additional 120 days for a total of 570 days. This initial period is currently set to expire on November 20, 2013. This change will also cause the closing date as outlined in paragraph 14 to be extended to 26 months and the contingencies in paragraph 21 shall to be extended to 600 days.

Thank you for your ongoing support and cooperation.

Best Regards,

A handwritten signature in black ink, appearing to read "Matt Sasser", written over a horizontal line.

Matt Sasser

cc: Mayor Steve Benjamin
cc: Steve Gantt

5881 Glenridge Drive
Suite 220
Atlanta, GA 30328

Phone 404-252-1499
Fax 404-252-4288



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Traffic Engineering

FROM: David Brewer

SUBJECT: Lighting for Carriage Hill Apartments

FINANCIAL IMPACT: The current yearly lease cost is \$832.44. The project request total is \$832.44 with a total year to date of \$832.44.

SUMMARY:

Council is asked to approve a request from Carriage Hill Apartments to add seven (7) additional lights to the existing number of lights.

ATTACHMENTS:

- Lighting Request_Carriage_Hill (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-001

Status:

Pending

Requested By Carriage Hill Apts.
Date Requested 8/20/2013
Neighborhood Carriage Hill Apts.
Map Attached ☒

Inventory Performed By JH RA
Date Inventory Performed 8/21/2013

Insufficient Number of Lights	☒		
Tree Canopy Issues	☒	Date Canopy Addressed	8/21/2013
Bulbs Burned Out	☐	Date Bulbs Addressed	

Existing Number of Lights **150 HPS** 7 **400 HPS** 0

Current Yearly Lease Cost \$832.44

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	7	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase		\$832.44
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

7

PROJECT REQUEST TOTAL

\$832.44

YTD Additions to Budget \$832.44

YTD Lights Added 7

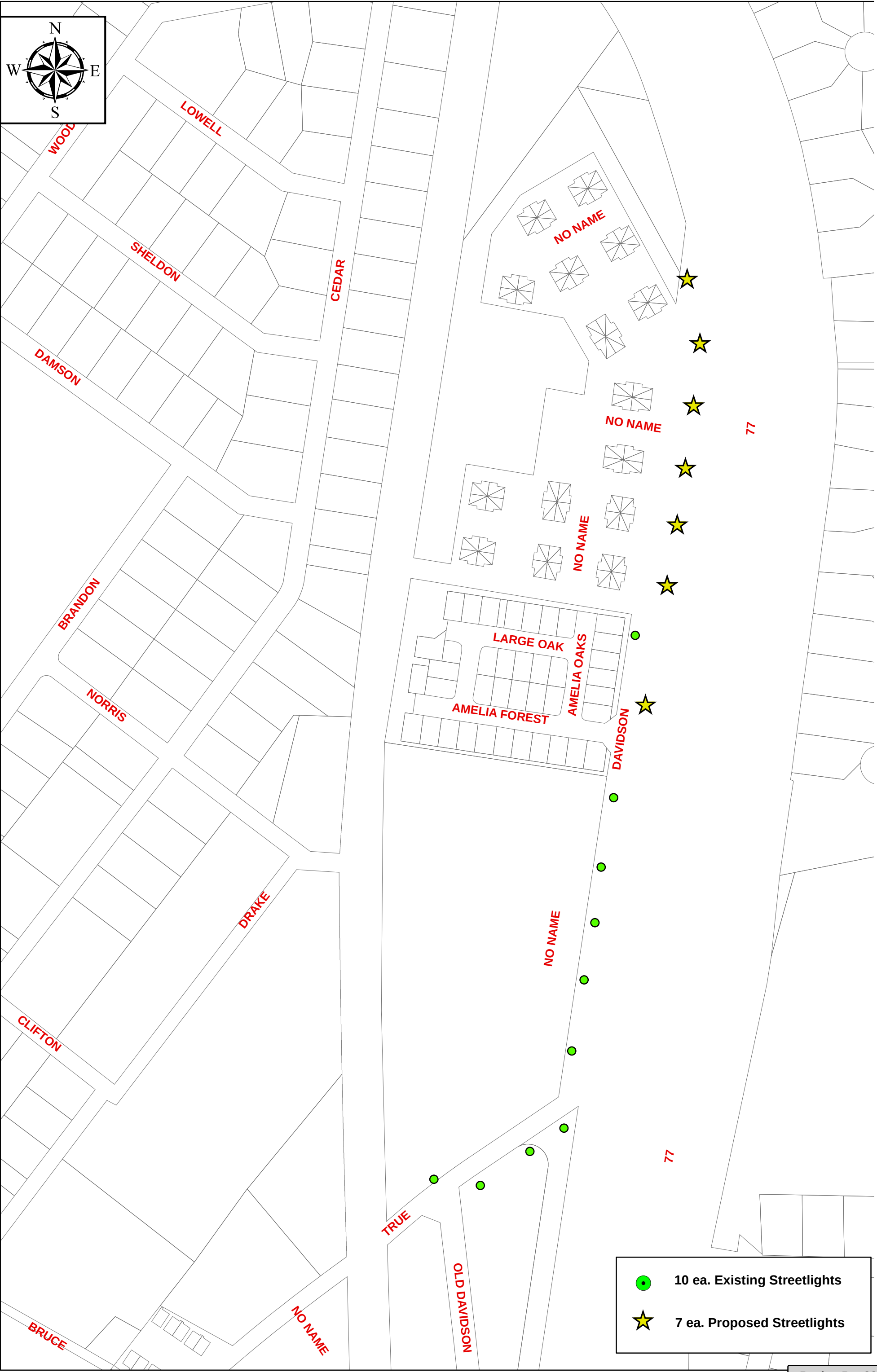
City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested 8/20/2013 **Date Lighting Addition Completed**

Davidson Rd. Streetlighting Assessment



Attachment: Lighting Request_Carriage_Hill (1069 : Lighting for Carriage Hill Apartments)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Traffic Engineering

FROM: David Brewer

SUBJECT: Lighting Request for 1005 Deerwood Road

FINANCIAL IMPACT: The current yearly lease cost is \$118.92. The project request total is \$118.92 with a total year to date of \$3,213.76.

SUMMARY:

Council is asked to approve a request to add one (1) additional street light at 1005 Deerwood Road.

ATTACHMENTS:

- Lighting Request Documentation_Deerwood Road(PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-007

Status:

Pending

Requested By Dottie Atkinson
Date Requested 9/18/2013
Neighborhood 1005 Deerwood Rd.
Map Attached ☒

Inventory Performed By JH
Date Inventory Performed 9/19/2013

Insufficient Number of Lights	☒		
Tree Canopy Issues	☒	Date Canopy Addressed	9/19/2013
Bulbs Burned Out	☐	Date Bulbs Addressed	

Existing Number of Lights **150 HPS** 1 **400 HPS** 0

Current Yearly Lease Cost \$118.92

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	1	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$118.92	
Additional Poles Needed	0	

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

1

PROJECT REQUEST TOTAL

\$118.92

YTD Additions to Budget \$3,213.76

YTD Lights Added 23

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

1005 Deerwood Ave. Streetlight



Attachment: Lighting Request Documentation_Deerwood Road (1068 : Lighting for 1005 Deerwood Road)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Traffic Engineering

FROM: David Brewer

SUBJECT: Lighting for Samson Circle

FINANCIAL IMPACT: The current yearly lease cost is \$1,427.04. The project request total is \$832.44 with a total year to date of \$4,046.20.

SUMMARY:

Council is asked to approve a request from Samson Circle to add seven (7) additional lights to the existing number of lights.

ATTACHMENTS:

- Lighting Request_Samson_Circle (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-008

Status:

Pending

Requested By Resident via Sam Davis
Date Requested 9/26/2013
Neighborhood Samson Circle
Map Attached ☒

Inventory Performed By JH
Date Inventory Performed 9/25/2013

Insufficient Number of Lights	☒		
Tree Canopy Issues	☒	Date Canopy Addressed	9/25/2013
Bulbs Burned Out	☐	Date Bulbs Addressed	

Existing Number of Lights **150 HPS** 12 **400 HPS** 0

Current Yearly Lease Cost \$1,427.04

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	7	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase		\$832.44
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

7

PROJECT REQUEST TOTAL

\$832.44

YTD Additions to Budget \$4,046.20

YTD Lights Added 30

City Council Action

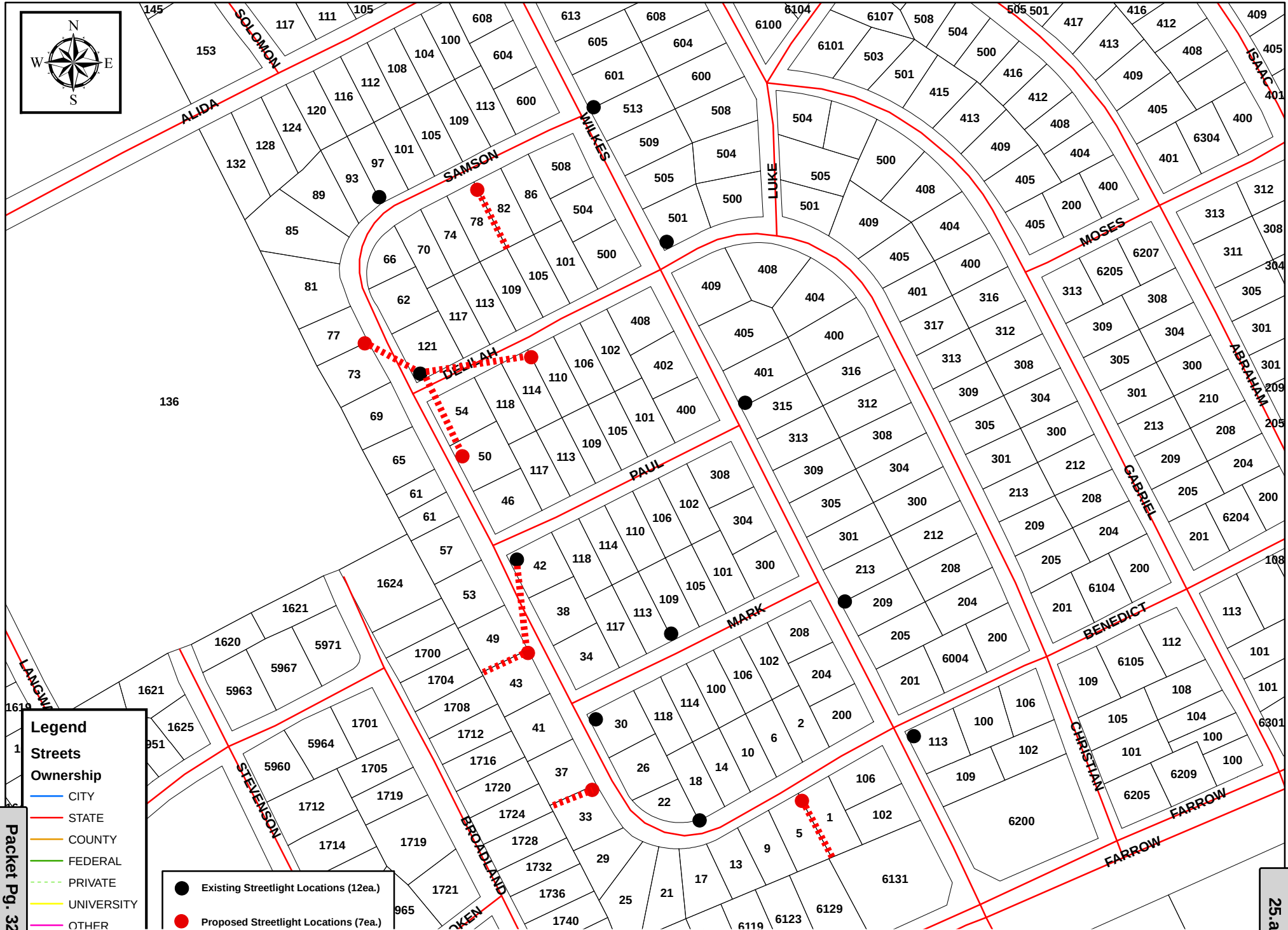
Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

Samson Circle Streetlighting





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Traffic Engineering

FROM: David Brewer

SUBJECT: Lighting for Farrow Road

FINANCIAL IMPACT: The current yearly lease cost is \$7,438.20. The project request total is \$2,975.28 with a total year to date of \$7,021.48.

SUMMARY:

Council is asked to approve a request to add fourteen (14) additional street lights on Farrow Road.

ATTACHMENTS:

- lighting_request_farrow_road (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-009

Status:

Pending

Requested By Farrow Rd./Sam Davis
Date Requested 9/26/2013
Neighborhood Farrow Rd
Map Attached ☒

Inventory Performed By JH, SW
Date Inventory Performed 10/9/2013

Insufficient Number of Lights ☒
Tree Canopy Issues ☐ **Date Canopy Addressed**
Bulbs Burned Out ☐ **Date Bulbs Addressed**

Existing Number of Lights **150 HPS** 0 **400 HPS** 35

Current Yearly Lease Cost \$7,438.20

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	0	14
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$2,975.28	
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

14

PROJECT REQUEST TOTAL

\$2,975.28

YTD Additions to Budget \$7,021.48

YTD Lights Added 44

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested 9/26/2013 **Date Lighting Addition Completed**

Farrow Road Streetlighting Assessment



Attachment: lighting_request_farrow_road (1081 : Lighting for Farrow Road)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Traffic Engineering

FROM: David Brewer

SUBJECT: Lighting for Marting Luther King

FINANCIAL IMPACT: The current yearly lease cost is \$17,005.56. The project request total is \$4,637.88 with a total year to date of \$11,659.36.

SUMMARY:

Council is asked to approve a request from Martin Luther King to add thirty-nine (39) additional lights to the existing number of lights.

ATTACHMENTS:

- Lighting Request_MLK (PDF)



City of Columbia
Public Works Department
Traffic Engineering Division
Street Light Improvement Data

Request Number

14-010

Status:

Pending

Requested By Neighborhood Assoc.
Date Requested 7/2/2013
Neighborhood Martin Luther King
Map Attached ☒

Inventory Performed By RA, JH
Date Inventory Performed 7/24/2013

Insufficient Number of Lights	☒		
Tree Canopy Issues	☒	Date Canopy Addressed	7/24/2013
Bulbs Burned Out	☐	Date Bulbs Addressed	

Existing Number of Lights **150 HPS** 143 **400 HPS** 0

Current Yearly Lease Cost \$17,005.56

Proposed Standard Lighting

	150 HP	400 HPS
Additional Lights Requested	39	0
Monthly Lease Rate(per light)	\$9.91	\$17.71
Proposed Annual Lease Increase	\$4,637.88	
Additional Poles Needed		0

Proposed Decorative Lighting

Additional Poles Needed	0
Additional Lights Needed	0
Installation Cost	\$0.00
Monthly Lease Rate(per light)	\$0.00
Annual Lease Rate	\$0.00

TOTAL ADDITIONAL LIGHTS NEEDED

39

PROJECT REQUEST TOTAL

\$4,637.88

YTD Additions to Budget \$11,659.36

YTD Lights Added 83

City Council Action

Funding Source Identified	Funding Source Acct Number
Agenda Item Date	Agenda Item Number

Disclaimer: Monthly lease rates subject to change based on Public Service Commission Approvals

Date Additional Lighting Requested

Date Lighting Addition Completed

Martin Luther King Neighborhood Streetlighting Assessment





CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Resolution No.: R-2013-103 - Authorizing the City Manager to Execute an Equipment Rental Agreement Between the City of Columbia and Magic Ice USA, Inc. for the Lease of a Portable Ice Skating Rink in Boyd Plaza

The charges for the equipment rental and all services to be performed during the rental term is \$125,895.00.

FINANCIAL IMPACT:

SUMMARY:

ATTACHMENTS:

- resolution_2013_103_magic_ice_usa (PDF)

Resolution No. (ID # 1078)

**RESOLUTION NO.: R-2013-103 - AUTHORIZING THE CITY MANAGER
TO EXECUTE AN EQUIPMENT RENTAL AGREEMENT BETWEEN THE
CITY OF COLUMBIA AND MAGIC ICE USA, INC. FOR THE LEASE OF A
PORTABLE ICE SKATING RINK IN BOYD PLAZA**

APPROVED AS TO FORM

ATTEST

RESOLUTION NO.: R-2013-103

Authorizing the City Manager to execute an Equipment Rental Agreement between the City of Columbia and Magic Ice USA, Inc. for the lease of a portable ice skating rink in Boyd Plaza

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2013, that the City Manager is authorized to execute the attached Equipment Rental Agreement, or on a form to be approved by the City Attorney, between the City of Columbia and Magic Ice USA, Inc. for the lease of a portable ice skating rink in Boyd Plaza.

Requested by:

Parks and Recreation Director

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

EQUIPMENT RENTAL AGREEMENT

Magic Ice USA, Inc., a Florida corporation ("Lessor") and City of Columbia, South Carolina ("Lessee") hereby enter this Equipment Rental Agreement ("Agreement") this ____ day of _____, 2013 in Richland County, South Carolina;

WHEREAS, Lessor represents and warrants that it has the expertise and ability to install and remove a portable ice skating rink;

WHEREAS, Lessee represents and warrants that it has the skill, knowledge and ability to safely and reasonably operate and maintain the portable ice skating rink;

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Lessor and Lessee agree as follows:

1. The recitals above-stated are true and correct and incorporated by reference into this Agreement and are an integral part of this Agreement.
2. During the term of this Agreement, Lessor will provide to Lessee, at Columbia South Carolina a turnkey equipment rental, installation and removal of a temporary ice skating rink.
3. The Equipment Rental includes without limitation: (all of which will be collectively referred to as "Equipment")
 - a. A 50'x70' ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
 - b. 100 ton air-cooled refrigeration system and pump; suitable for making ice.
 - c. Ice maintenance tools.
 - d. Insulation and/or vapor barriers.
 - e. Module dasher board and railing system.
 - f. Secondary refrigerant cooling liquid.
 - g. Ice painting equipment and supplies.
 - h. Rental skates in racks
4. Lessor will also provide the following:
 1. Ice Wizard Ice resurfacer
 3. Electric Transformer
 4. Level Surface for ice rink to sit on.
 5. Any required "heavy machinery" such as a fork lift, crane, etc.

5. Lessee, at Lessee's expense, is required to have the following ready at site prior to installation of the Equipment: If the following are not provided prior or at the time of installation, and the failure to provide causes a delay in installation, at Lessor's option and in Lessor's sole and absolute discretion, Lessor can impose on Lessee a delay charge of \$950.00 per day.
 - a. Connection to a power source to achieve continuous three-phase, 480-volt, 400amp, electric capacity for connection to refrigeration system.
 - b. Access to 110-volt power for tools etc.
 - c. Electrician at site during installation to make all electrical connections to refrigeration unit.
 - d. Refrigeration system placement in the closest position to the rink possible; however, no more than 50 feet from the rink.
 - e. Graphic or cosmetic enhancement of the ice skating rink, if desired.
 - f. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
 - g. Adjacent parking for technicians and supervisors during installation and removal periods.
 - h. Water supply adjacent to the site.
 - i. Any local permits and licenses required to install and/or operate the facilities.
 - j. Ticket and skating booth, if desired.
 - k. Any and all warming or convenience tents, if desired.
 - l. Tent sufficient to cover ice skating rink, if desired.
 - m. All appropriate signage.
 - n. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings, outdoor carpeting, containment around rink facilities via picket fences, etc.
 - o. Ambient lighting, special effects lighting, if desired, sound system, public address system.
6. The term of the rental is from November 22, 2013 to January 26, 2014, which includes an anticipated period of six (6) days for installation and six (6) days for removal. While Lessor will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Lessor will attempt to correct all delays as quickly as possible; however, will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual usage of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink.

Lessor will repair as quickly as possible; however, is not liable for delays or for periods of time in which the rink is not suitable for skating.

7. In the event that Equipment fails or needs repair due to negligence or misuse by Lessee, Lessee's employees, agents, representatives, or customers, or the public, Lessee is responsible to pay costs of said repair. Ordinary wear and tear excepted. Additionally, in the event that Equipment fails due to Lessee failure to properly maintain Equipment as directed by Lessor, Lessee is responsible for cost of repair. Costs of repair shall include those costs necessary to restore Equipment to the condition it was in when delivered to the Lessee.
8. Lessee further understands that in the event repair to the equipment is needed, that Lessor would be sending repair people from a different location, which can cause additional delay. If the repair is the responsibility of Lessee, Lessee is responsible to provide lodging in close proximity to site for technicians during repair periods.
9. Removal of the equipment shall be completed by January 30, 2014, however, in the event removal is delayed through no fault of the Lessor, additional time may be requested with permission not unreasonably withheld. In no event shall removal of the Equipment take longer than thirty (30) days from the term of rental without Lessor incurring a delay charge of \$950.00 per day.
10. The charges for the Equipment rental and all services to be performed hereunder during the rental term specified herein is \$125,895.00 together with all applicable sales use and other taxes, payable as follows:
 - a. 25% of the rental charges together with all applicable taxes are due and payable upon the execution of this Rental Agreement.
 - b. 25% of the rental charges together with all applicable taxes are due and payable upon delivery of all of the Equipment at the ice rink site, prior to the commencement of installation.
 - c. 50% balance of the rental charges shall be due and payable in full upon completion of installation, but prior to any public use.
11. The first two (2) deposits (50% of the rental) are non-refundable deposits.
12. In the event that Lessee desires to utilize the ice skating rink for a period of time greater than the term contained in this Agreement, the same will be subject to the sole and absolute discretion of Lessor, for a rental of \$11,745.00 per week, plus all applicable taxes and subject to all of the terms and conditions of this Agreement.

13. In the event that Lessee fails to provide access to the site at time of removal, or otherwise fails to honor its responsibilities at times of removal, Lessee will be liable for all delays at the cost of \$950.00 per day.
14. In the event that Lessee fails to timely remit any payments due under this Agreement, or fails to timely perform any of its obligations under this Agreement, the same will be considered a material default of this Agreement, which will entitle the Lessor to stop all work, remove from the site all of its Equipment, and the full rental charges will be immediately due and payable.
15. Lessee acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment
16. Lessee shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same, excepting "heavy equipment" as mentioned in paragraph 4 above.
17. Lessee shall not use, maintain or store Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of an ice skating rink on the premise designated in this Agreement.
18. Lessee shall not move the Equipment without the consent of Lessor, which consent could be withheld for any or no reason.
19. Lessee acknowledges that ice-skating is a sport, which involves certain degrees of risk and injury. Lessee also acknowledges that to lessen or minimize the injury, the rink must be properly maintained, properly supervised and that an adequate number of trained personnel must be available to operate the rink and the Equipment. Lessee acknowledges that, even with all reasonable diligence and safeguards, that injuries and falls may occur. Lessee acknowledges that the operation of the ice skating rink is Lessee's sole and absolute responsibility.
20. Lessor shall indemnify, defend and hold Lessee harmless against any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to the negligence or willful acts or omissions of Lessor, Lessor's employees, agents, assigns, or subcontractors arising out of the installation and removal of the Equipment.
21. Lessee agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than two million dollars (\$2,000,000), one million dollars (\$1,000,000) per

occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in the state in which the Equipment is to be located and acceptable to Lessor. Lessor shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing Lessor at least ten days prior notice of cancellation. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment. A breach of Lessee's obligation to furnish insurance pursuant to this Agreement is a material breach.

22. Lessee shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for full replacement value and written on an occurrence basis with an insurance company located in the state in which the Equipment is being located and acceptable to Lessor. Lessor shall be named as both a loss payee and an additional insured on such policy. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment. A breach of Lessee's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Lessor to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
23. Lessee acknowledges that it has duties and responsibilities regarding the preparation and clearance of the site necessary for the installation of the Equipment and, if required, for the erection of the tent. Any delays by the Lessee could cause a delay in the installation of the Equipment which subjects Lessee to the charges specified in this Agreement.
24. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.
25. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.
26. The Lessor and Lessee acknowledge that this Agreement was entered into in Richland County, South Carolina and that Lessor performs numerous of its obligations in Richland County, South Carolina. Additionally, all monies that are required to be paid under this Agreement are payable to

Lessor at 10364 SW 128 Terrace, Miami, FL 33176. Lessor and Lessee acknowledge the substantial relation of this Rental Agreement to Miami-Dade County, Florida.

27. Lessor and Lessee agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina, without giving effect to any conflicts of law principles.
28. Any action arising out of or under this Agreement shall only be filed in a court of competent jurisdiction in either state or federal court having its location in Richland County, South Carolina.
29. It is understood and agreed by Lessor and Lessee that each is independent from the other and that the only relationship is between Lessor and Lessee.
30. Neither Lessor nor Lessee shall be considered an agent or employee of the other party for any purpose whatsoever.
31. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon the Lessor unless in writing and signed by a duly authorized officer of the Lessor.
32. Under no circumstances shall the Lessor be held liable for any special, indirect, incidental or consequential damages.
33. The contract price shall be the limit of Lessor's liability whether found in contract, statute or tort arising out of or resulting from (1) this Agreement or the performance or a breach thereof; (2) the design, manufacturer, delivery, sale, repair, replacement, installation, removal or use of the Equipment, or (3) the furnishing of any service under this Agreement.
34. The Lessor hereby informs Lessee that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity may cause the melting of the ice surface or portions thereof, and Lessor shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment.
35. Lessee shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment.
36. Title to and ownership of the Equipment is and shall at all times remain with the Lessor and Lessee shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.

37. Lessee shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment.
38. Lessee shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to immediately remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Lessor the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
39. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superceded by this Agreement.
40. This Agreement shall be binding and inure to the benefit of the Lessor, Lessee, their successors and assignees.
41. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.

Dated this ____ day of _____, 2013 in Richland County, South Carolina.

LESSOR:
MAGIC ICE USA, INC.

By: _____
Byron J. Sharp, President

LESSEE:
CITY OF COLUMBIA, SC

By: _____
Teresa B. Wilson, City Manager

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.
[Signature]



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Legal

FROM: Kenneth Gaines

SUBJECT: Resolution No.: 2013-105 Authorizing the Appointment of Malane S. Pike, Esquire as a Hearing Officer in Accordance with the Code of Ordinances of the City of Columbia

FINANCIAL IMPACT: Resolution to review for approval

SUMMARY:

ATTACHMENTS:

- resolution_2013_105_appoint_malane_s_pike (PDF)

RESOLUTION NO.: R-2013-105

*Authorizing the appointment of Malane S. Pike, Esquire as a Hearing Officer
in accordance with the Code of Ordinances of the City of Columbia*

WHEREAS, the City of Columbia Code of Ordinances contains requirements for a hearing officer hold public hearings and issue decisions on various administrative matters; and,

WHEREAS there is a need to designate hearing officers to conduct hearings from time to time; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2013 that Malane S. Pike, Esquire, is hereby designated to serve in the capacity of hearing officer to hear any and all of the matters under the City Code where a hearing officer may be required.

Requested by:

City Attorney

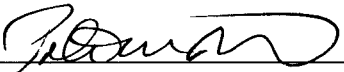
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL IDLEPAK II MILEN II WORKAL II

Attachment: resolution 2013 105 appoint malane s pike (1106 : Resolution No.: 2013-105)



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: November 12, 2013

DEPARTMENT: Council Support Services

FROM: Elizabeth Gober

SUBJECT: Design/Development Review Commission Appointments

FINANCIAL IMPACT: No Impact

SUMMARY:

Council is asked to re-appoint/appoint four (4) individuals that represent the following: an Architectural Historian, Architect, Planner and Attorney.

ATTACHMENTS:

- DDRC_Memo_1113(PDF)



We Are Columbia

TO: Mayor and Members of City Council

FROM: Connie Lucius, Office of the City Clerk

DATE: November 5, 2013

SUBJECT: Design/Development Review Commission

Purpose: The purpose of this commission is to advise the city council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas; carry out those regulatory duties relating to subsection (b)(1) of this section as set forth in this section; plan and direct continuing studies of areas, physical features and improvements in the city relating to urban design, historic preservation, beautification, civic improvement and other considerations in furtherance of this article, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the city; engage in educational activities related to the furtherance of this article in order to promote appropriate urban design, historic preservation and conservation of historic or aesthetic features of the city; advise, assist and represent the best interest of the city in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this article; advise and assist the city council in acquisition of any gift, grant, purchase, bequest, device, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this article; advise the city council in actions of eminent domain taken in furtherance of the purposes of this article; upon request of the city council, manage, control and maintain any property related to the purpose of this article or to the purposes of the commission.

Composition: This commission is comprised of nine (9) members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a city planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such commission. Appointees serve a three (3) year term with the possibility of one (1) re-appointment.

Action: Council is asked to re-appoint/appoint four (4) individuals that represent the following: an Architectural Historian, Architect, Planner and Attorney.

Note: Applications have been received for positions. Those are notated in the applications received information. Some applicants have asked to be considered for multiple seats. Those are notated as well.

Attachment: DDRC_Memo_1113 (1082 : Design/Development Review Commission)

District Representation:

District 1 – 0
 District 2 – 1
 District 3 – 4
 District 4 – 4
 Outside City Limits – 0

District Representation of Applicants:

There are eleven **(11)** applications for consideration.

District 1 – 2
 District 2 – 2
 District 3 – 5
 District 4 – 2
 Outside City Limits – 0

Applicants**Architectural Historian**

Ashby Gressette
 19 Governor's Hill
 Columbia, SC 29201
District 2

Architect
 Stevens & Wilkinson

listed in Architect

Mary Kristen Puckett
 700 Byron Road
 Columbia, SC 29209
District 3

Intern Architect
 Lambert Architecture + Construction
 Services

listed in Architect

Architect

Luke McCary
 3104 Gadsden Street
 Columbia, SC 29201
District 1

Architect
 Lambert Architecture + Construction
 Services

Mary Kristen Puckett
 700 Byron Road
 Columbia, SC 29209
District 3

Intern Architect
 Lambert Architecture + Construction
 Services

listed in Architectural Historian

Ashby Gressette
 19 Governor's Hill
 Columbia, SC 29201
District 2

Architect
 Stevens & Wilkinson

listed in Architectural Historian

John Powell
 1731 Graeme Drive
 Columbia, SC 29206
District 4

Architect
 LTC Associates Inc.

listed in Planner

Attorney

Tyler Scott Gregg
12 Sims Aly
Columbia, SC 29205
District 3

Attorney
Bell Carrington Price

C. Bowen Horger II
2147 Shady Lane
Columbia, SC 29206
District 4

Attorney
Graybill & Lansche, LLC

James M. Daniel III
1 Rice Court
Columbia, SC 29205
District 3

Real Estate Broker/Attorney
Catawba Properties

listed in Real Estate Broker/Developer

Planner

LaToya Grate
903 Muller Avenue
Columbia, SC 29203
District 1

Comprehensive Planner
Richland County

John Powell
1731 Graeme Drive
Columbia, SC 29206
District 4

Architect
LTC Associates Inc.

listed in Architect

Betsy Kaemmerlen
1110 Hagood Avenue
Columbia, SC 29205
District 3

Landscape Architect
Fuss & O'Neill, Inc.

Currently serves and is eligible for a second term

Real Estate Broker/Developer

Richard Harris Cohn Jr.
110 Old Hampton Lane
Columbia, SC 29209
District 4

President
Cohn Construction Services, LLC

Richard Gallup Jr.
929 Huntington Avenue
Columbia, SC 29205
District 3

Residential Builder
Gallup & Gallup NHS Inc.

listed in Community Representative

James M. Daniel III
 1 Rice Court
 Columbia, SC 29205
District 3

Real Estate Broker/Attorney
 Catawba Properties

listed in Attorney

Community Representative

Bob Wynn
 1717 Wayne Street
 Columbia, SC 29201
District 2

Richard Gallup Jr.
 929 Huntington Avenue
 Columbia, SC 29205
District 3

Retired
 President of Arsenal Hill Neighborhood
 Association

Residential Builder
 Gallup & Gallup NHS Inc

listed in Real Estate Broker/Developer

CURRENT MEMBERS

	<u>APPROVED</u>	<u>STARTS</u>	<u>ENDS</u>
Leslie Skinner 928 Maple St. Columbia, SC 29205 District 3 Community Representative	11/07/2007* <i>Term to start</i> 02/07/2008 05/17/2011	02/01/2008 02/01/2011	02/01/2011 02/01/2014

Bruce Harper 737 Abelia Rd. Columbia, SC 29205 District 4	11/07/2007* <i>Term to start</i> 02/07/2008 05/17/2011	02/01/2008 02/01/2011	02/01/2011 02/01/2014
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NAI AVANT
Real Estate Broker/Developer

Dale Marshall 1717 Wheat St. Columbia, SC 29205 District 3	12/17/2008 03/12/2012	03/17/2009 03/17/2012	03/17/2012 03/17/2015
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Architect
 Architrave
Architect

Doris Hilderbrand 2320 Hampton St. Columbia, SC 29204 District 2	12/17/2008 03/12/2012	03/17/2009 03/17/2012	03/17/2012 03/17/2015
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Retired
Community Representative

Attachment: DDRC_Memo_1113 (1082 : Design/Development Review Commission)

	<u>APPROVED</u>	<u>STARTS</u>	<u>ENDS</u>
Beronica Whisnant 813 Woodland Dr. Columbia, SC 29205 District 4 Senior Broker NAI Avant Realtor	12/17/2008 03/12/2012	03/17/2009 03/17/2012	03/17/2012 03/17/2015
Betsy Kaemmerlen 1110 Hagood Ave. Columbia, SC 29205 District 3 Landscape Architect Fuss & O'Neill Inc. Planner	10/19/2010	10/19/2010	10/19/2013
David Ross- RESIGNED 6404 Christie Rd. Columbia, SC 29209 District 4 Attorney McAngus, Goudelock and Courie, LLC 1320 Main Street Suite 10 Columbia, SC 29201 Attorney	10/19/2010	10/19/2010	10/19/2013
Catherine Wilson Horne - RESIGNED 1536 Wyndham Rd. Columbia, SC 29205 District 4 President and CEO EdVenture Architectural Historian	10/19/2010	10/19/2010	10/19/2013
Lesesne Monteith 1825 St. Julian Pl. Ste. 181 Columbia, SC 29204 District 3 Architect J. Lesesne Monteith Architect Architect	10/19/2010	10/19/2010	10/19/2013