

**CITY OF WESTMINSTER SPECIAL CALLED CITY COUNCIL MEETING**

**April 30, 2024 @ 4:00 PM**

**Westminster Fire Department**  
**216 Emergency Lane, Westminster**

Call to Order

Certification of Quorum

Invocation & Pledge of Allegiance

Public Comments:

The floor is now open for public comments. Citizens of Westminster or others who have registered for time with the Clerk can now address Council for any matters on tonight's agenda or other matters you wish to bring before the Council. Speakers are allowed up to 3 minutes and possibly longer if that Speaker is recognized in advance as representing a larger group with similar concerns. To preserve the decorum of this public meeting, and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

**Routine Business**

None.

**Old Business**

None.

**New Business**

- 1. Consideration of ORDINANCE NO. 2024-05-14-01; AN ORDINANCE AUTHORIZING THE CITY OF WESTMINSTER, SOUTH CAROLINA TO ENTER INTO AN AGREEMENT FOR DESIGN, DEVELOPMENT, AND PRE-CONSTRUCTION SERVICES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR TO EFFECT SUCH TRANSACTION; AND OTHER MATTERS RELATING THERETO.**

In October 2023 at the recommendation of the Recreation Planning Committee and approval of the City Council the City hired the Sports Facilities Companies (SFC) to conduct (1) a Market Opportunity Analysis and (2) a Financial Feasibility Analysis. The Recreation Planning Committee met April 10, 2024 and accepted the two reports. At the meeting the SFC presented an opportunity for the City to hire Mammoth Sports Construction, LLC (Mammoth) out of Meriden, Kansas to design and construct the Westminster Recreation Complex. Mammoth was recommended by SFC due to Mammoth's expertise in designing and constructing recreation facilities. Additionally, SFC and Mammoth partner with recreation product suppliers to provide discounts for their (SFC and Mammoth) clients. Mammoth presented a draft contract for design, development, and pre-construction services for the Westminster Recreation Complex.

The proposed ordinance enables the City to hire Mammoth to complete the activities described above with one caveat - the pre-construction and construction activities need to be contracted in individual parts - one for design and pre-construction services and the second for construction services. The Recreation Committee recommends the City contract with Mammoth for the project. See attached minutes.

Members of Mammoth and SFC will be present at the meeting to make a short presentation and answer questions the City Council may have.

Staff recommends approval.

**FY2025 Budget Workshop**

1. Presentation by the City Administrator (the proposed budget will be provided at the workshop)

Proposed Balanced FY 2025 Budget – All Funds

2. Discussion

**Executive Session**

None.

**Adjourn**

**ORDINANCE NO. 2024-05-14-01**

**AN ORDINANCE AUTHORIZING THE CITY OF WESTMINSTER, SOUTH CAROLINA TO ENTER INTO AN AGREEMENT FOR DESIGN, DEVELOPMENT, AND PRE-CONSTRUCTION SERVICES; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR TO EFFECT SUCH TRANSACTION; AND OTHER MATTERS RELATING THERETO.**

The City Council of the City of Westminster (the “*City Council*”), the governing body of the City of Westminster, South Carolina (the “*City*”), has made the following findings of fact:

**WHEREAS**, the City is a municipal corporation of the State of South Carolina (the “*State*”) located in Oconee County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities, which includes the power to expend public funds for public purposes and is authorized, pursuant to Section 5-7-30 of the Code of Laws of South Carolina 1976, as amended, to enact ordinances that are “necessary and proper for the security, general welfare, and convenience of the municipality....”

**WHEREAS**, the City has limited or inadequate recreation facilities, and the City Council is committed to developing new recreational improvements within the City, particularly sports facilities.

**WHEREAS**, the City and Mammoth Sports Construction, LLC (“*Mammoth*”) have negotiated an AGREEMENT FOR DESIGN, DEVELOPMENT, PRE-CONSTRUCTION, & CONSTRUCTION SERVICES (the “*Agreement*”), the form of which is attached hereto as Exhibit A, which provides that Mammoth will design, develop and construct a new sports facility in the City to be known as the Westminster Sports Complex (the “*Project*”).

**WHEREAS**, the City Council has further determined that the Project will serve a proper public and corporate purpose of the City. Further, the Project, when developed is expected (i) to encourage visitors to visit, explore and promote the City, (ii) allow for community-events and cross-promotional endeavors with other businesses and City-sponsored functions, (iii) expand regional and intergovernmental cooperation through sports tourism activities, and (iv) stimulate new and additional spending with in the City.

**WHEREAS**, the provisions of S.C. Code Ann. Section 11-35-5320, require that the City, as a political subdivision of the State of South Carolina, enact “procedures embodying sound principles of appropriately competitive procurement,” suitable for the unique needs of the City.

**WHEREAS**, in keeping with such statutory directive, on October 11, 2022, the City Council enacted an ordinance entitled, “AN ORDINANCE DELETING CERTAIN PROVISIONS OF TITLE III, CHAPTER 35 OF THE CITY OF WESTMINSTER CODE OF ORDINANCES PERTAINING TO ITS PURCHASING AND CONTRACTING POLICY; ADDING TITLE III, CHAPTER 38 TITLED “PROCUREMENT”; AND OTHER MATTERS RELATED THERETO” the terms of which implemented a revised purchasing and contracting

policy for the City (the “*Procurement Code*”);

**WHEREAS**, in accordance with the findings of the South Carolina Court of Appeals in *Glasscock Co., Inc. v. Sumter Cnty.*, 361 S.C. 483 (2004 Ct. App.) wherein the court validated a procurement exception for contracts approved by ordinance, the City has determined to directly contracting with Mammoth under the terms of the Agreement, and under the terms hereof, the City Council has determined to authorize and approve the Agreement, and expressly exempts the Agreement from the procurement thresholds and competitive bidding requirements of the Procurement Code.

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and the City Council members of the City of Westminster, South Carolina, in a meeting duly assembled, as follows:

Section 1 Recitals

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2 Approval of the Agreement

A. The City Council has reviewed the terms of the Agreement, the form of which is attached to this Ordinance as **Exhibit A**.

B. The Agreement shall be executed and delivered on behalf of the City by the Mayor in the form substantially conforming to the draft attached to this Ordinance, but with such non-material changes as the Mayor, on the advice of legal counsel, determines to be in the best interest of the City. Following execution, the City Council shall be timely informed of the execution of the Agreement and informed as to the final terms thereof and such changes from the current draft as the Mayor determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Agreement, and such revisions and undertakings as may be determined by the Mayor, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 3 Procurement

The City Council has determined that Mammoth has specialized expertise in the area of sports facility construction and it is in the best interest of the City for the Project to be designed, developed and constructed by Mammoth as contemplated by the Agreement. To the extent the award of the Project to Mammoth under the terms of Agreement do not conform to the particular terms of the Procurement Code, particularly the purchase thresholds, competitive bidding requirements and any further requirements therein, City Council expressly exempts the Agreement from the terms of the Procurement Code and public declares that the Agreement shall not be subject to the provisions of the Procurement Code. To the extent of any conflict between the Agreement on the one hand and the Procurement Code on the other, this Ordinance shall control and constitute the City procurement policies for all purposes hereunder.<sup>1</sup> The authorizations

---

<sup>1</sup> See *Glasscock Co., Inc. v. Sumter Cnty.*, 361 S.C. at 491, (allowing “local governments needed flexibility to

provided herein are explicitly found to embody sound principles of appropriately competitive procurement and City Council believes that such actions are in the best interest of the City and its citizens.

Section 4 Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Agreement, the Mayor and the City Administrator, acting together or individually, are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the Mayor, any other members of City Council, the City Administrator, or other City staff in connection with the execution and delivery of the Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5 Severability

If any one or more of the provisions this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6 Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7 Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8 Effect

This Ordinance shall be enacted and effective upon second reading by the City Council.

[Remainder of Page Intentionally Left Blank]

---

determine what is ‘appropriately competitive’ in light of the public business they must transact’’).

**DONE AND ORDAINED IN COUNCIL ASSEMBLED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF WESTMINSTER,  
SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_, 2024

Second Reading: \_\_\_\_\_, 2024

Approved as to Form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**FORM OF AGREEMENT**

PURSUANT TO SECTION 15-48-10 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE TERMS AND CONDITIONS OF THIS CONTRACT ARE SUBJECT TO BINDING ARBITRATION UNDER PARAGRAH 14.1 HEREIN.

# MAMMOTH

## AGREEMENT FOR DESIGN, DEVELOPMENT, PRE-CONSTRUCTION, & CONSTRUCTION SERVICES

This AGREEMENT FOR DESIGN, DEVELOPMENT, PRE-CONSTRUCTION, AND CONSTRUCTION SERVICES (this “*Agreement*”) is made and entered into this \_\_\_\_ day of April 2024 (“*Effective Date*”), by and between the CITY OF WESTMINSTER, SOUTH CAROLINA, 100 E. Windsor Street, Westminster, SC 29693 (the “*City*”), and MAMMOTH SPORTS CONSTRUCTION, LLC, and/or its assigns, with a principal place of business at 601 E Wyandotte Street, Meriden, KS 66512 (“*Mammoth*”) (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, the City requests the creation, development, and execution of design, development, pre-construction, and construction services for a new sports facility in the City to be known as the Westminster Sports Complex (the “*Project*”); and

WHEREAS, Mammoth has the requisite expertise and experience to provide such services to the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### I. SCOPE OF SERVICES

A. Mammoth shall furnish all services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities, which are described or reasonably implied from the Scope of Design, Development & Pre-Construction Services – Westminster Sports Complex (the “*Scope of Design Services*”) attached hereto as **Exhibit A**.

B. Upon completion of the Scope of Design Services, and final approval of design, development, and pre-construction matters, the City and Mammoth ~~shall~~ may enter into a Scope of Construction Services —~~Westminster Sports Complex (the “Scope of Construction Services” and together with the Scope of Design Services, the “Services”) attached hereto as Exhibit B for the construction of the Westminster Sports Complex, which the Parties agree shall be then duly executed, attached, and incorporated into this Agreement.~~

C. A change in the Scope of Design Services ~~or the Scope of Construction Services~~ shall not be effective unless authorized by both Parties as a written amendment to this Agreement. If Mammoth proceeds without such written authorization, Mammoth shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

D. The Parties agree that time is of the essence to perform the duties and obligations contemplated herein. Upon the City’s written notice to proceed, the Mammoth shall commence the initial Scope of Design Services as contemplated by Exhibit A.



# MAMMOTH

## II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Mammoth completes both the Scope of Design Services ~~and the Scope of Construction Services~~ for the Project to the satisfaction of the City or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 calendar days' advance written notice. The City shall pay Mammoth for all work previously authorized and completed prior to the date of termination. If, however, Mammoth or the City has substantially or materially breached this Agreement, Mammoth or the City shall have any respective remedy or right of set-off available at law or equity.

## III. COMPENSATION

A. In consideration for performance of the Scope of Design Services for the Project by Mammoth, the City shall pay Mammoth fees and expenses as set forth in **Exhibit A** attached hereto. Unless otherwise stated within **Exhibit A**, or further agreed by the City and Mammoth in writing, this amount shall include all fees, costs and expenses incurred by Mammoth, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Mammoth may submit periodic invoices, based upon work complete, which shall be paid by the City within 30 calendar days of receipt.

~~B. In consideration for performance of the Scope of Construction Services for the Project by Mammoth, the City shall pay Mammoth fees and expenses as to be agreed by the Parties and incorporated into **Exhibit B** pursuant to Section I.B. of this Agreement.~~

C. No payment shall constitute an acceptance of any Services that not in accord with this Agreement. Further, The City shall have the right at any time to withhold all or part of any payment to Mammoth for deficient Services that have not been remedied, or for any other breach of this Agreement.

## IV. MAMMOTH'S REPRESENTATIONS

A. Mammoth hereby represents that it is qualified to assume the responsibilities of the design for the Project and render the services described herein. The work performed by Mammoth shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing firms in the same or similar type of work in the applicable community. The work and services to be performed by Mammoth hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations. Mammoth further represents that it is authorized to perform work in the State of South Carolina, and currently maintains or will retain (prior to initiating any applicable work) all regulatory approvals, licenses and other requirements to perform the Project.

B. The City's review, approval, or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

# MAMMOTH

C. Because the City has hired Mammoth for its expertise, Mammoth agrees not to employ subcontractors to perform any work under this Agreement except as expressly set forth in the Scope of Design Services, ~~or as contemplated for the Scope of Construction Services~~, unless as otherwise agreed in advance by the City and Mammoth in writing.



---

**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512

101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104

8813 Penrose Lane, Suite 200, Lenexa, KS 66219

DO SOMETHING BIG

# MAMMOTH

## V. OWNERSHIP

Any materials, items, and work specified in the Scope of Design Services for **Exhibit A**, ~~and which may be the result of work performed under Exhibit B~~, and any and all related documentation and materials provided or developed by Mammoth, for the Project shall be exclusively owned by the City. Mammoth expressly acknowledges and agrees that all work performed under the Scope of Design Services for **Exhibit A**, ~~and to the extent applicable Exhibit B~~, constitutes "work made for hire." To the extent, if at all, that such services do not constitute "work made for hire," Mammoth hereby transfers, sells, and assigns to the City all its right, title, and interest in such work.

The City expressly acknowledges and agrees that the documents and data to be provided by Mammoth under the Agreement may contain certain design details, features, and concepts from Mammoth's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Mammoth. Nothing herein shall be construed as a limitation on Mammoth's right to reuse such component design details, features, and concepts on other projects, in other contexts or for other clients.

## VI. INDEPENDENT RELATIONSHIP

Notwithstanding any other provision of this Agreement, all personnel assigned by Mammoth to perform work under the terms of this Agreement shall be, and remain, at all times, employees and/or agents of Mammoth for all purposes. Mammoth shall not represent that it is an employee of the City for any purposes of this Agreement.

## VII. INSURANCE

A. Mammoth agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Mammoth pursuant to this Agreement. At a minimum, Mammoth shall procure and maintain, and shall cause any sub-contractor, if applicable, to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the City.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision, and shall include the City and the City's officers, employees, and Mammoth as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated, or materially changed without at least 30 days prior written notice to the City. In the case of any claims-made

# MAMMOTH

policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or Mammoth as its consultant shall be excess and not contributory insurance to that provided by Mammoth. Mammoth shall be solely responsible for any deductible losses under any policy.

C. Upon request, Mammoth shall provide the City with one or more certificate(s) of insurance as evidence that all required policies are in full force and effect.

~~D. To the extent required by law, or otherwise agreed by the Parties, Mammoth shall procure, increase and/or maintain, at its own cost, additional insurance coverages as necessary for the Scope of Construction Services provided to the City under Exhibit B.~~

## VIII. INDEMNIFICATION

A. Mammoth agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs, and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out



---

**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

DO SOMETHING BIG

# MAMMOTH

of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Mammoth, or any officer, employee, representative, or agent of Mammoth, or which arise out of a worker's compensation claim of any employee of Mammoth. Mammoth's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Mammoth, any subcontractor of Mammoth, or any officer, employee, representative, or agent of Mammoth or of any subcontractor of Mammoth.

B. Mammoth agrees to indemnify, defend and hold harmless the City, its respective affiliates, subsidiaries, successors, assigns, officers, directors, employees, and agents, from and against any and all liabilities, losses, expenses and claims, fines, and penalties imposed by any governmental authority which arise from or result from Mammoth violation of any applicable law, regulations or other enforcement actions associated with the Project.

C. In the event that Mammoth or other person who has performed any portion of the Services files, claims or asserts any lien or claim for payment upon the Project or against City, Mammoth shall indemnify, defend and hold City harmless from any against any such claims, losses or expenses (including attorney's fees and costs) incurred in connection with any such claim.

## **IX. MISCELLANEOUS**

A. Consultants. The City hereby approves Mammoth to engage consultants, as Mammoth deems necessary, for the completion of the work required under this Agreement; namely The Sports Facilities Companies ("**SFC**"), located at 17755 US Hwy. 19 N., Suite 300, Clearwater, FL 33764. Mammoth shall pay any fees or expenses related to the engagement of such consultants, including SFC, unless otherwise agreed by the Parties, in writing.

### **B. Choice of Law and Dispute Resolution.**

1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of South Carolina, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of South Carolina.
2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before a Party initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than thirty (30) calendar days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of subsection 3 below.

# MAMMOTH

3. Subject to first complying with Section IX.B.2., in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute, or claim to the United States District Court for the District of South Carolina . Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

C. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Unless stated otherwise herein, neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

I. Integration. This Agreement, to the extent applicable by law, hereby incorporates the **Exhibit A** for Scope of Design Services ~~and Exhibit B for Scope of Construction Services and~~ constitutes the entire Agreement between the Parties, superseding all prior oral or written communications, as to the nature of the work identified herein.



MAMMOTHBUILT.COM

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

DO SOMETHING BIG

DO SOMETHING BIG

# MAMMOTH

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF WESTMINSTER, SOUTH CAROLINA**

By: \_\_\_\_\_

**MAMMOTH SPORTS CONSTRUCTION, LLC**

By: \_\_\_\_\_

Jacob Farrant, CEO



---

**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

DO SOMETHING BIG

# MAMMOTH

## EXHIBIT A SCOPE OF DESIGN, DEVELOPMENT & PRE-CONSTRUCTION SERVICES WESTMINSTER SPORTS COMPLEX

This Exhibit A is incorporated into the accompanying AGREEMENT FOR DESIGN, DEVELOPMENT, PRE- CONSTRUCTION, AND CONSTRUCTION SERVICES dated the \_\_\_\_ day of \_\_\_\_ 2024 (the “Agreement”). Terms using initial capitals herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

**BETWEEN** the City:

City of Westminster, South Carolina 100 E.  
Windsor Street  
PO Box 399  
Westminster, SC 29693

and Mammoth:

Mammoth Sports Construction, LLC 601 E  
Wyandotte St  
Meriden, KS 66512

for the following Project:

Westminster Sports Complex in Westminster, South Carolina

The City and Mammoth agree as follows:

### **Westminster Sports Complex Design-Build Scope of Work**

- Mammoth to develop overall conceptual design of sports facility, accessory buildings, related amenities, with Mammoth leading the development of submittals. Mammoth to lead design-build development of construction documents for construction.
- SFC, as an authorized consultant, will provide pro formas, one or more economic impact studys, and certain associated presentation materials.

### **Phase 1- Concept Design/Market & Financial Analysis**

- Mammoth will provide conceptual plans and renderings, cost estimates and design construction schedules associated with Project for the City. The components of these conceptual design services will take into consideration remodeling of existing spaces/areas, future building additions, current constructability of existing and/or new spaces, landscaping, and sustainability needs all within the context of the City’s anticipated standards.
- SFC to provide the City market-financial forecast-impact analysis, as related to the Project, including:



Areas of focus and deliverable to include:



# MAMMOTH

1. Verification of facility programmatic needs for sports field number and sizes, and additional site amenities, anticipating the following at a minimum:
  - a. Mixture of sports fields and amenities to align with market and area needs.
  - b. Accessory structures as needed to support sports activities.
2. Develop concept for site development anticipating drainage and utility connection.
3. Coordinate required parking and vehicle access with existing adjacent development.
4. Identify local building code and operational needs.
5. Develop conceptual imagery, preliminary project costs and construction schedule.
6. Provide final document for City use in community and stakeholder engagement.

In order to develop the conceptual design for the Project, Mammoth will utilize the following design steps:

1. Visioning and goals.
2. Data gathering/user meetings.
3. Program verification.
4. Test concepts with the City.
5. Final deliverable.

## Phase 2- Construction Documents/Permitting

- Scope and Fee of Phase to be determined between the City and Mammoth from results of Phase 1.
- Documentation and construction/permit set to coincide with related City-required submittals.

Scope to include:

1. Design development
  - a. Beginning from the completed “Phase 1 – Conceptual Design”, further refine design for construction and final alignment with project budget and timeline.
  - b. Mammoth anticipates utilizing an expedited design and construction process utilizing multiple bid packages to allow early construction procurement and mobilization.
  - c. Design development will include further development of following aspects:
    - i. Operational compatibility, safety, and security.
    - ii. Material palette.
    - iii. Accessibility.
    - iv. Code compliance and coordination with local authorities having jurisdiction.
    - v. Alignment with budget and construction timeline.
  - d. Hold regular design coordination meetings with Mammoth and the City.
  - e. Develop site plans, building plans, equipment layouts, elevations, and site imagery.
  - f. Coordinate engineering needs including civil, mechanical, electrical and plumbing design.
  - g. Update Project schedule and opinion of probable Project cost throughout process.

2. Bid Package 1 – Site grading, infrastructure, turf, and long-lead items



# MAMMOTH

- a. Develop Bid Package incorporating site grading, infrastructure improvements, turf assembly and long-lead items anticipated to include:
    - i. Site plan.
    - ii. Grading and removal plans.
    - iii. Utility plans (stormwater, sanitary, water and electrical).
    - iv. Stormwater management plan.
    - v. Stormwater pollution prevention plan.
    - vi. Field layout, grading and drainage plans.
    - vii. Sports lighting equipment procurement.
    - viii. Sports equipment and accessory procurement.
    - ix. Restoration and planting plan.
    - x. Utility details.
    - xi. Long-lead building systems or site amenities.
    - xii. Project manual.
  - b. Submit package for partial permit review, bid and construction.
  - c. Continue Development of Scope for Bid Package 2, updating:
    - i. Building plans and elevations.
    - ii. Site structures.
    - iii. Overall site imagery.
    - iv. Project cost model.
    - v. Project schedule.
  - d. Hold regular design coordination meetings between Mammoth and the City.
3. Bid Package 2 – Vertical construction and final site amenities.
- a. Develop bid package incorporating buildings, site structures, and additional site amenity improvements to include:
    - i. Site plan.
    - ii. Paving layouts.
    - iii. Area lighting.
    - iv. Site electrical.
    - v. Site structures and accessories.
    - vi. Site details.
    - vii. Building plans and elevations.
    - viii. Finish plans.
    - ix. Mechanical, electrical and plumbing plans.
    - x. Building details.
    - xi. Project manual.
  - b. Submit package for final permit review and construction.
4. Construction and coordination (by amendment of this Agreement by the City and Mammoth.)
- a. Develop construction clarifications based on final design.
  - b. Provide review of construction submittals and requests for information
  - c. Attendance at regularly scheduled City/designer/contractor meetings both virtually and on-site.



# MAMMOTH

- d. Review construction progress and provide verification of Substantial Completion.
- 5. Additional design scope may be added by amendment as requested by the City.

## Phase 3 – Construction Services

- ~~• Scope and Construction Costs TBD from Phase 1 and Phase 2~~
- ~~Construction Agreement/Amendment to be executed between the City and Mammoth for Construction Services pursuant to Exhibit B hereto.~~

### Fees and Expenses for Scope of Design Services

Phase 1 Fees	\$65,000
Phase 2 Fees	TBD per Phase 1
Phase 3 Fees	TBD per Phase 1 and Phase 2 and established by written amendment between Mammoth and the City pursuant to Exhibit B of this Agreement.

Fees for Phase 2 and Phase 3 shall be determined and agreed to in writing by each Party and any such writings may be treated as a supplement to this **Exhibit A**. Project expenses incurred and related to the project, to be billed direct to the City for payment, unless otherwise agreed by the Parties in writing.

### Payment

The City agrees to pay Mammoth 50% of all fees (\$32,500.00) for Phase 1 upon execution of this Agreement. Thereafter, the remaining fees for Phase 1, and subsequent Phases, to be billed/invoiced to the City on a monthly basis and upon completion of work. Project expenses incurred and related to the project, to be billed direct to the City for payment, unless otherwise agreed by the Parties in writing. The City is authorized to hold a minimum of 10% retainage pending completion of each Phase pending completion of such phase as agreed in writing between the Parties.

### Schedule

Upon the Effective Date, initial meetings, and development to begin in May 2024 and shall continue until completion.

This Exhibit A is incorporated into the Agreement as of the Effective Date.



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

# MAMMOTH

## Signature Page to Exhibit A

**CITY OF WESTMINSTER,  
SOUTH CAROLINA**

**MAMMOTH SPORTS CONSTRUCTION, LLC**

\_\_\_\_\_  
**CITY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
**Jacob Farrant, CEO**

\_\_\_\_\_  
*(Printed name and title)*



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219

**DO SOMETHING BIG**  
MTCOM

# MAMMOTH

## ~~EXHIBIT B~~ ~~SCOPE OF CONSTRUCTION SERVICES~~

### ~~WESTMINSTER SPORTS COMPLEX~~

~~This Exhibit B is incorporated into the accompanying AGREEMENT FOR DESIGN, DEVELOPMENT, PRE CONSTRUCTION, AND CONSTRUCTION SERVICES dated \_\_\_\_\_, 2024 (the "Agreement"). Terms using initial capitals herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.~~

#### ~~BETWEEN the City:~~

City of Westminster, South Carolina 100 E.  
Windsor Street  
PO Box 399  
Westminster, SC 29693

#### ~~and Mammoth:~~

Mammoth Sports Construction, LLC 601 E  
Wyandotte St  
Meriden, KS 66512

#### ~~for the following Project:~~

~~Westminster Sports Complex in Westminster, South Carolina~~

~~The City and Mammoth agree that Mammoth will prepare for execution by both Parties an amendment to this agreement (Exhibit B) that will include the Scope of Construction Services, contract sum for construction services, construction schedule, and any other information that is necessary and agreed to by the Parties for the construction phase of the project, or alternatively for Mammoth to serve as a construction manager to the City for the Project.~~



**MAMMOTHBUILT.COM**

601 E. Wyandotte Street, Meriden, KS 66512  
101 S. Phillips Avenue, Suite 203, Sioux Falls, SD 57104  
8813 Penrose Lane, Suite 200, Lenexa, KS 66219



**CITY OF WESTMINSTER RECREATION PLANNING COMMITTEE MEETING**  
**DRAFT MINUTES**  
**April 10, 2024 @ 4:00 PM**  
**Westminster City Hall**  
**100 E Windsor Street, Westminster, SC**

**Attendance:**

**Present:** Mayor Brian Ramey, Councilman Adam Dunn, Recreation Director Herb Poole, Steve Grogan, Suzette Snedigar, Chester Lee (Late)

**Absent:** Kelley Boone

**Staff:** Kevin Bronson, Reagan Osbon

**Other:** Councilman Dale Glymph, Councilman Jimmy Powell, Andrea Kelley (The Seneca Journal)

1. Call to Order- 4:00pm by Brian Ramey
2. Consideration of October 11, 2023 Meeting Minutes
  - a. Motion by Adam Dunn, Seconded by Steve Grogan. Approved 6-0.
3. Update and Discussion about Hall Road and Sports Facility Company (SFC).
  - a. Kevin Bronson led the group in a discussion and summarized the SFC Pro-Forma Review and Market Opportunity Report.
  - b. Ramey asked if we needed 4 400' fields. It would be good tournament play and opening additional fields for soccer and football as needed.
  - c. Bronson highlighted that we expect an operating loss on the outdoor recreation facility and to make money on the indoor recreation in the long run, which is typical for these complexes of any size.
  - d. Mammoth's capital cost estimates are little higher on the outdoor recreation and lower on the indoor recreation.
  - e. Dunn: Can we phase to where it is slightly and usable? Bronson: We could make that a priority later on.
  - f. Ramey: Success will be important to get state and county buy-in.
  - g. Bronson will send a link to join in on the SFC call on Tuesday at 11:00.
  - h. Ramey: Ask locals to support the project by offering services pro-bono or at cost. This will not supersede the timeline.
  - i. Bronson: We will go after additional funding for the project from local private industries.

**RECESS CALLED BY RAMEY at 5:07, RECONVENE AT 5:15**

4. Presentation from Mammoth Construction (Virtual Meeting to begin at 5:15pm)
  - a. Present from Mammoth: Erica Schilling, Charlie Ochs, Matt Hohns, David Devore, and Greg Wisecarver (SFC).

5. Consideration and Discussion of Next Steps- Hall Road
  - a. Ramey: They love what they do, meaning they will do it well.
  - b. Dunn: Mammoth can help break down pricing and help advise on levels that will prove beneficial financially and in product.
    - i. Grogan: At Lander, we were bound to the low bidder (state procurement), leading to below expectations in certain parts of capital investments due to a break down of many layers of subcontractors. Mammoth is all in house, saving cost and communication breakdown.
  - c. Ramey directed Bronson to explore their willingness and cost to assist with the capital fundraising campaign.

COMMITTEE CONSENSUS: Bronson to check on our own procurement to make sure that we can engage in negotiations with Mammoth. If so, Kevin should request a proposal to bring before City Council. The Recreation Committee should not need to reconvene unless they are unable to proceed with mammoth. In which case, we would reissue the RFP.

6. Additional Discussion by the Committee
7. Adjourn- Motion by Steve Grogan, Seconded by Chester Lee. 6-0 to adjourn at 6:50pm.

Prepared by Reagan Osbon.