



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, DECEMBER 17, 2019

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, December 17, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

Prior to entering the meeting please turn all electronic communication devices to the silent, vibrate or off position. All presenters are asked to speak directly into the microphone for recording purposes.

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Update from the Food Policy Committee - Ms. Ashley Page, MSW, SNAP-ED Program Coordinator / USC Arnold School of Public Health Department of Health Promotion, Education and Behavior
2. Proposed Changes to the Mentor Protégé Program & CDBE Update - Ms. Melissa Lindler, Director of the Office of Business Opportunities
3. Bike and Pedestrian Advisory Committee Update - Ms. Christina Galardi, Bike and Pedestrian Advisory Committee (BPAC) Chair
4. Partnership with SCDOT – Millwood Repaving Projects (Phase 1 & 2) Gervais to Devine - Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator, Mr. Natavis Harris, Pedestrian and Bike Planner, and Mr. Robert Anderson, Director of Public Works
5. Transportation Alternatives Grant (Washington, Marion, and Lincoln) - Mr. John Fellows, Assoc. AIA, AICP, Planning Administrator and Mr. Natavis Harris, Pedestrian and Bike Planner



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EXECUTIVE SESSION

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

*Sewer Expansion Fee
Revenue Options
External Funding Requests
Municipal Complex
Convention Center
Meal Share Program
Save-A-Lot Proposal*

7. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)

Farrow Road Opportunity

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

Gonzales Gardens

9. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

City Manager and City Attorney Evaluations

COUNCIL MEETING - 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA



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CONSENT AGENDA ITEMS 10 THROUGH 28

10. Council is asked to approve Indefinite Delivery Contracts for Environmental Monitoring, Testing and Clearance Services, as requested by the Community Development Department. Award to Crossroads Environmental, LLC and ABS Environmental, Inc. in the amount of \$750,000.00 each. These firms are located in Spartanburg, SC and Chapin, SC respectively.

Funding Source: CDBG-DR - Columbia Homeowner Assistance (2639999-636600 / 9107402017-6366).

11. Council is asked to approve Sports Officials, Umpires, and Scorekeeper Services, as requested by the Parks & Recreation Department. Award to two (2) vendors in the following lots for a total amount of \$55,430.00. HOTEK Sports is a certified LBE located in Columbia, SC and Silbo, Inc. is located in Raleigh, NC.

Funding Source: Recreation Programs - Professional Services (1015106-636600). The original budget amount is \$72,000.00.

Vendor	Description	Award Amount
HOTEK Sports	Lot 1: Youth Basketball	\$16,750.00
HOTEK Sports	Lot 2: Youth Baseball	\$8,640.00
HOTEK Sports	Lot 3: Girls Softball	\$940.00
Silbo, Inc.	Lot 4: Youth Soccer	\$1,400.00
HOTEK Sports	Lot 5: Adult Basketball	\$7,700.00
Silbo, Inc.	Lot 6: Adult Kickball	\$9,200.00
Silbo, Inc.	Lot 7: Adult Softball	\$9,400.00
Silbo, Inc.	Lot 8: Adult Volleyball	\$1,400.00
Total		\$55,430.00

Two (2) vendor responses were received for BID014-19-20-KSB Officials, Umpires and Scorekeepers for the Parks and Recreation Department. Awards are made by lot.

12. Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System Software Support, as requested by the Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$73,746.06. This firm is located in Aiken, SC.

Funding Source: Police Administrative Services; Maintenance and Service Contract (1012402-638200). The original budgeted amount is \$74,000.00.



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13. Council is asked to approve the purchase of GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement, in the amount of \$75,000.00. This vendor is located in Redlands, CA.

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) for \$44,541.10. Utilities Water Dist. & Maint. - Software Licenses (5516203-627510) for \$5,400.00. Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) for \$500.00. Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) for \$58.90. Utilities Wastewater Maint - Software Licenses (5516205-627510) for \$500.00. Utilities Wastewater Maint. -Maintenance & Service Contracts (5516205-638200) for \$5,100.00. Public Works Administration - Software Licenses (1011124-627510) for \$1,875.00. Traffic Engineering - Maintenance & Service Contracts (1013203-638200) for \$2,225.00. Engineering - Software Licenses (5511706-627510) for \$8,100.00. Development Services - Maintenance & Service Contracts (1014101-638200) for \$3,400.00. Police Administrative Services - Software Licenses (1012402-627510) for \$3,300.00. The original budget amount is \$75,000.00.

14. Council is asked to approve the Renewal of IFAS Software Maintenance Support Services, as requested by the Budget and Program Management Department. Award to Superion in the amount of \$215,779.01. This firm is located in Lake Mary, FL.

Funding Source: Program Management Office - Maintenance & Service Contract (6218950-638200). The original budget amount is \$275,000.00.

15. Council is asked to approve the Management and Administration of Employee Medical Services at the Employee Health Center, as requested by the Human Resources Department. Award to Doctors Care, P.A. in the amount of \$1,047,394.32. This firm is located in Columbia, SC.

Funding Source: Employee Health Center - Medical Services (6048920-636900) for \$912,394.32. Employee Health Center - Drug and Medical Supplies (6048920-624900) for \$75,000.00. Employee Health Center - Special Departmental Supplies (6048920-627100) for \$60,000.00. The original budget amount is \$1,047,394.32.

16. Council is asked to approve the purchase of an Isuzu Wash Truck for the Solid Waste Division, as requested by Fleet Services. Award to National Auto Fleet Group, using the Sourcewell Cooperative Contract, in the amount of \$61,943.00. This vendor is located in Watsonville, CA.

Funding Source: Capital Replacement; Auto, Trucks, Hvy Equip (6308972-658500). The original budget amount is \$66,000.00.



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17. Council is asked to approve the purchase of Three (3) Pursuit Rated Dodge Chargers and Outfitting for the Columbia Police Department, as requested by Fleet Services. Award to Santee Automotive, using the SC State Contract, in the amount of \$104,112.30. This vendor is located in Manning, SC.

Funding Source: Capital Replacement; Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$104,112.30.

18. Council is asked to approve the purchase of Two (2) Side Loaders for the Solid Waste Division, as requested by Fleet Services. Award to Peterbilt of Charlotte, using the Sourcewell Cooperative Contract, in the amount of \$524,390.00. This vendor is located in Charlotte, NC.

Funding Source: Capital Replacement; Auto, Trucks, Hvy Equip.- Capital (6308972-658500). The original budget amount is \$524,390.00.

19. Council is asked to approve the purchase of Sixty (60) sets of Morning Pride Bunker Gear by Honeywell, as requested by the Fire Department. Award to Newton's Fire and Safety Equipment, Inc. in the amount of \$181,008.00. This vendor is located in Graham, NC.

Funding Source: County; Safety Clothing and Supplies (2082301-625900). The original budget amount is \$181,008.00.

20. Council is asked to approve the purchase of Two (2) Pierce Enforcer Fire Engines for the Columbia Fire Department, as requested by Fleet Services. Award to Spartan Fire and Emergency Apparatus, using the HGAC Buy Cooperative Contract, in the amount of \$1,295,998.00. This vendor is located in Roebuck, SC.

Funding Source: Capital Replacement; Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is \$1,295,998.00.

21. Council is asked to approve Construction Change Order #3 for Project SS7171; Metro Wastewater Treatment Plant Levee Improvements, as requested by Columbia Water. Award to Stutts & Williams, LLC in the amount of \$50,000.00. This firm is located in Lexington, SC.

Funding Source: 5529999-SS7171-658650. The original approved amount is \$906,582.95, which includes contingency. The original budget amount for this Change Order is \$50,000.00. The revised contract value including this request and all other change orders is \$965,179.94.



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This is a Mentor Protégé Program Project and the original contract amount was \$788,333.00. Stutts & Williams, LLC is the Mentor (LBE) and was to provide services totaling \$630,333.00 or 80.0% of the original contract value. Hammerhead Utilities, LLC is the Protégé and was to provide services at \$158,000.00 or 20% of the original contract value. With revisions made to the original contract, the Mentor amount decreased to \$113,333.00 or 14.4% and the Protégé amount increased to \$675,000.00 or 85.6% of the total original contract value.

The revised contract amount for this project with Change Orders #1 and #2 was \$915,179.94. The total amount of Change Order #3 is \$50,000.00 for additional grading. The new revised contract total with this Change Order is \$965,179.94. The Protégé will perform 100% of the grading services under this Change Order, receiving \$820,000.00 or 85% of the revised contract total. The Mentor will be performing 0.0% of Change Order #3. The Mentor amount remains at \$145,179.94 or 15% of the revised contract amount.

22. Council is asked to approve AECOM to provide Operational Support of the Consent Decree for Columbia Water, as requested by the Columbia Water Engineering Department. Award to AECOM as a Sole Source in the amount of \$64,000.00. This vendor is located in Philadelphia, PA.

Funding Source: Engineering Wastewater; Sys Imp (5516221-638305). The original budget amount is \$64,000.00.

23. Council is asked to ratify Contracts for Project WM4521 & WM4522; CityWide Water Main Repairs for Water Maintenance Districts, as requested by Columbia Water. Award Lot #1 to Carolina Tap & Bore, Inc. of West Columbia, SC in an amount not to exceed \$463,092.00 and award Lot #2 to North American Pipeline Management, Inc. of Marietta, GA in an amount not to exceed \$363,526.38, which includes contingency. This firm is located in Marietta, GA.

Funding Source: 5516220-WM4521-638500 (R202129). The original budget amount is \$463,092.00. 5516220-WM4522-638500 (R202127). The original budget amount is \$363,526.38.

Lot #1

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will be performing services at 78% (\$300,910.00) of the total contract value. LG Utilities, LLC., a Local Business Enterprise and a Minority Business Enterprise (Woman) of Columbia, SC, is the protégé and will be performing water line construction at 22% (\$85,000.00) of the total contract value.

Lot #2

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing pipe work, trucking and restoration services at 80% (\$242,347.65) of the total contract value. Southern Roots Landscape Management Inc., a Local Business Enterprise of Columbia, SC, is the protégé and will be performing water line construction at 20% (\$60,588.00) of the total contract value.



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24. Council is asked to approve the Encumbrance of Additional Fiscal Year 2019-2020 Funding for Utility Relocation and Upgrade Services for Water and Wastewater Improvements in the amount of \$6,000,000.00, as requested by Columbia Water.

Funding Source: 5529999-SS728801-658650 for \$6,000,000.00 funding increase for Fiscal Year 2019-2020. The cumulative total amount of funding allocated is \$11,827,394.12.

Below is the information provided for each consultant under the original approved RFQ:

CDM Smith Inc. has headquarters in Boston, MA and a local office in Columbia, SC. CDM Smith, Inc. proposed to utilize 2% SBE, 10% MBE, and 8% WBE for sub-consultant services.

Hazen and Sawyer has headquarters in New York, NY and a local office in Columbia, SC. Hazen and Sawyer proposed to utilize 10% MBE and 15% WBE for sub-consultant services.

Michael Baker International, Inc. has headquarters in Pittsburgh, PA and a local office in Columbia, SC. Michael Baker International, Inc. proposed to utilize 5% SBE, 8% MBE, and 15% WBE for sub-consultant services.

25. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 2.69 acres NW/S Clemson Road; TMS# 25705-07-36

Ordinance No.: 2019-100 Annexing 2.69 acres NW/S Clemson Road, Richland County TMS #25705-07-36

Council District: 4

Proposal: Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Gallion Group, Inc.

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

PC Recommendation: 11/04/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (6-0)

First reading approval was given on December 3, 2019.



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26. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 8550 Farrow Road; TMS# 17104-05-01

Ordinance No.: 2019-101 Annexing 8550 Farrow Road, Richland County TMS #17104-05-01

Council District: 1

Proposal: Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned Light Industrial (M-1) by Richland County.

Applicant: Pantry Express, LLC

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

PC Recommendation: 11/04/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (6-0)

First reading approval was given on December 3, 2019.

27. Ordinance No.: 2019-103 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-65 & CF#288-11

First reading approval was given on December 3, 2019.

28. Ordinance No.: 2019-104 Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11

First reading approval was given on December 3, 2019.



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PRESENTATIONS

- 29. Recognition of Mr. Frank J. Slack as the December Employee of the Month - Mr. Joey Jaco, Director of Utilities, Mr. Joseph Harley, Asst. Wastewater Maintenance Superintendent, and Mr. Martin Golston, Wastewater Collection System Operator Supervisor
- 30. Certificates of Appreciation - Mr. Keith Tolen, Redbowtie Group, LLC Artist
- 31. Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for Fiscal Year ended in June 30, 2018 - Mr. Juan Sims, Government Finance Officers Association of South Carolina (GFOASC) President
- 32. National Association of Minority Contractors' (NAMC) 2019 8(a) Contract Readiness Program - Ms. Melissa Lindler, Office of Business Opportunities Director
- 33. City of Columbia Waterline Contractors' Training Series - Ms. Melissa Lindler, Office of Business Opportunities Director and Ms. Dana Higgins, Director of Engineering

RESOLUTIONS

- 34. Resolution No.: R-2019-109 Honorary Naming of the 2400 and 2500 blocks of Hampton Street between Oak Street and Millwood Avenue "Doris W. Hildebrand Way"
- 35. Resolution No.: R-2019-110 Approving the Honorary Naming of the 2300 block of Pendleton Street between Oak Street and Heidt Street "Donella B. Wilson Way"
- 36. Resolution No.: R-2019-106 Supporting and Endorsing the Airport Boulevard Gateway Beautification Project



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**PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS -
7:00 P.M.**

37. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Ordinance No.: 2019-087 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28; annexed by Ordinance No.: 2019-077 enacted October 15, 2019

Council District: 4

Proposal: Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor- AC-3).

Applicant: Arthur State Bank

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

38. ZONING MAP AMENDMENT CONFIRMATION for 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District: 4

Proposal: Request to confirm zoning of General Commercial (C-3). The property currently has interim zoning of General Commercial District (C-3).

Applicant: Arthur State Bank

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



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39. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Ordinance No.: 2019-089 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4624 Devine Street, 4628 Devine Street and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed by Ordinance No.: 2019-076 enacted October 15, 2019

Council District: 3

Proposal: Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2 following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

40. ZONING MAP AMENDMENT CONFIRMATION for 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District: 3

Proposal: Request to confirm zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property currently has interim zoning of General Commercial District, -Flood Protective Area (C-3, FP).

Applicant: Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC

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

PC Recommendation: 09/09/2019; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



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41. COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT for 5640 Old Forest Drive, TMS #16710-01-02

Ordinance No.: 2019-091 Amending the City of Columbia Comprehensive Plan 2018 Future Land use Map to include 5640 Old Forest Drive; Richland County TMS #16710-01-02

Council District: 4

Proposal: Request to amend Chapter 8.3 of *The Columbia Plan 2018 - Future Land Use Map* to modify the land use classification on a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).

Applicant: Pendleton Grove, Colliers International

Staff Recommendation: Approval

PC Recommendation: 10/07/2019; Approval (7-0)

42. ZONING MAP AMENDMENT for 5640 Old Forest Drive, TMS #16710-01-02

Council District: 4

Proposal: Request to rezone the parcels from Single-Family Residential District, -Fort Jackson 3000' Buffer (RS-1, -FTJAX) to General Commercial District, -Fort Jackson 3000' Buffer (C-3, -FTJAX).

Applicant: Laura Baker, Cox and Dinkins c/o Fort Props, LLC

Staff Recommendation: Approval

PC Recommendation: 10/07/19; Approval (7-0)



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43. MAJOR AMENDMENT TO A PUD-LS for 7743, 7749 and 7801 Garners Ferry Road, 2 Acres Garners Ferry Road, 1.4 acres Garners Ferry Road, 7.31 acres Garners Ferry Road, 7831 Garners Ferry Road, 7841 Garners Ferry Road, 1.12 acres S/S Garners Ferry Road, 46.42 acres S/S Pineview Drive, 63.38 acres B/S Pineview Drive, 609 Clif Kinder Road, 6.26 acres Clif Kinder Road and Corner Wind Lane, 105-225 Council Loop, 312-441 Council Loop, 501-637 Scribes Lane, 1-8 Silage Court, 105 Trading Path Lane, 110 Trading Path Lane, 105-138 Holstein Lane, 1.46 acres Holstein Lane, 103, 107, 111, 115, 119, 123, 127, 131, 135, 139, 143, 147, 151, 155, 159, 163 Beacons Field Road, .14 acres Hay Meadow Lane, 210, 211, 215, 219, 223, 227, 231, 235, 239, 243 Beacons Field Road, .20 acres SE/S Beacons Field Road, .28 acres S/S Beacons Field Road, 300, 304, 308, 312, 316, 317, 320, 321, 324, 325, 328, 329, 332, 333, 336 Beacons Field Road, .06 acres SW/S Beacons Field Road, .04 acres Hay Meadow Lane, 102-160 Jersey Lane, 12 Hay Meadow Lane, 109, 113, 117, 121, 125, 129 Hay Meadow Lane, 132-157 Hay Meadow Lane, 52, 56, 60, 64, 68, 72, 76, 80, 84, 88 Salers Lane, .11 acres SW/S Salers Lane; TMS# 19100-06-01 to -22, 19101-01-01 to -05, 19101-02-01 to -04, 19101-03-01 to -09, 19101-04-01 to -17, 19101-06-01 to -11, 19101-07-01 to -07, 19101-08-01 to -10, 19101-09-01 to -06, 19004-01-01 to -21, 19004-02-01 to -08, 19004-03-01 to -07, 19004-04-01 to -04, 16313-02-01 to -09, 16313-03-01 to -19, 16313-04-01 to -10, 16313-05-01 to -20, 16313-06-01 to -42, 16313-07-01 to -07, 16313-08-01 to -14, 16313-09-01 to -04, 16313-10-01 to -27, 16313-11-01 to -02, 16313-12-01, 16216-02-01 to -0

Council District: 3
Proposal: Request to make a Major Amendment to a PUD-LS.
Applicant: Robert Fuller, Attorney
Staff Recommendation: Approval
PC Recommendation: 10/07/2019; Approval (6-0, 1 member recusal)

44. ZONING MAP AMENDMENT for 409 and 411 Graymont Avenue, TMS# 11313-17-06

Council District: 3
Proposal: Request to rezone the parcels from General Residential District (RG-2) to Office and Institutional District (C-1).
Applicant: Andrew Imbeau, Pro-Motion Physical Therapy
Staff Recommendation: Approval
PC Recommendation: 10/07/2019; Approval (7-0)



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45. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809 Deloach Drive, 6801 Joiner Road, 1503 Joiner Road, 1509 Joiner Road, 1515 Joiner Road, 1521 Joiner Road, 1527 Joiner Road, 1535 Joiner Road, and 1541 Joiner Road; TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33 and 16415-04-24

Ordinance No.: 2019-066 Annexing and Incorporating 1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809 Deloach Drive, 6801 Joiner Road, 1503 Joiner Road, 1509 Joiner Road, 1515 Joiner Road, 1521 Joiner Road, 1527 Joiner Road, 1535 Joiner Road, and 1541 Joiner Road, Richland County TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33 and 16415-04-24 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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

Applicant: Joiner Road Holdings, LLC

Staff Recommendation: Mixed-significant service concerns

PC Recommendation: 07/08/2019; Approval, 9-0



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46. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 113, 117, and 121 McLeod Road; TMS# 14303-02-36

Ordinance No.: 2019-086 Annexing and Incorporating 113 McLeod Road, 117 McLeod Road, and 121 McLeod Road, Richland County TMS# 14303-02-36 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 1

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial (M-1). The property is currently classified as Economic Development Corridor and zoned General Commercial (GC) by Richland County.

Applicant: 113 McLeod Road, LLC

Staff Recommendation: Approval

PC Recommendation: 09/09/2019; Approval (7-0)

47. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 118 Woodcreek Ridge Drive; TMS# 25716-02-03

Ordinance No.: 2019-106 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 118 Woodcreek Ridge Drive; Richland County TMS #25716-02-03; annexed by Ordinance No.: 2019-090 enacted December 3, 2019 TMS #16710-01-02

Council District: 4

Proposal: Request to affirm land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property currently has interim classification of Urban Edge Residential Small Lot (UER-1).

Applicant: Cascata Development, LLC

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

PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



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48. ZONING MAP AMENDMENT CONFIRMATION for 118 Woodcreek Ridge Dr, TMS#25716-02-03

Council District: 4
Proposal: Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).
Applicant: Cascata Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

49. FUTURE LAND USE MAP CONFIRMATION AMENDMENT for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Ordinance No.: 2019-105 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS #25800-03-47 and 25800-03-2; annexed by Ordinance No.: 2019-088 enacted December 3, 2019

Council District: 4
Proposal: Request to affirm land use classification of Neighborhood Activity Corridor (AC-1) following annexation of the property. The property currently has interim classification of Neighborhood Activity Corridor (AC-1).
Applicant: PD Limited, LLC and Woodcreek Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 17, 2019**

-
50. ZONING MAP AMENDMENT CONFIRMATION for 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road;TMS# 25800-03-47 and 25800-03-28

Council District: 4
Proposal: Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).
Applicant: PD Limited, LLC and Woodcreek Development, LLC
Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning Approval
PC Recommendation: 10/07/19; Annex, Assign Interim Land Use & Interim Zoning Approval (7-0)

ORDINANCES - SECOND READING

51. Ordinance No.: 2019-074 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and professional Licenses, Sec. 11-32, Definitions, Sec. 11-36, Deductions from gross income; exemptions; determination of classification; and Sec. 11-41 Assessments

First reading approval was given on September 17, 2019.

52. Ordinance No.: 2019-097 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (B-6 Benet Horger LLC, portions of Richland County TMS #R09113-16-03 and TMS R11501-02-01)

Commercial Development Incentive Program - First reading approval was given on December 3, 2019.

ORDINANCES - FIRST READING

53. Ordinance No.: 2019-083 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

Commercial Development Incentive Program



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 17, 2019**

-
54. Ordinance No.: 2019-094 Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 0.61 acre (26,616.77 square feet) of 1201 Summit Parkway, Richland County TMS #20314-01-02, known as the former Genstar Water Tank Site to Brookland Baptist Church
55. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 7347 Garners Ferry Road; TMS# 16409-05-04

Ordinance No.: 2019-108 Annexing 7347 Garners Ferry Road, Richland County TMS#16409-05-04

Council District: 3

Proposal: Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.

Applicant: Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC

Staff Recommendation: Approval

PC Recommendation: 12/02/2019; Approval (7-0)

APPOINTMENTS

56. Bike Pedestrian Advisory Committee
57. Design Development Review Commission
58. Parks and Recreation Foundation



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 17, 2019**

OTHER MATTERS

- 59. Council is asked to approve the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Application for drug analysis laboratory improvements phase II, as requested by the Columbia Police Department in the amount of \$79,196.
- 60. Council is asked to approve a Certificate of Convenience and Necessity, as requested by the Business License Division. Award to Mr. Brandon Burleson doing business as San Marcos Tours Charters, LLC located at 2025 Gervais Street, Columbia, SC 29204.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



A report from the
Food Equity Subcommittee of the

City of Columbia Food Policy Committee

December 2019



INTRODUCTION

Background

[illegible][illegible]

Purpose and Content

The primary purpose of this report is to provide a synthesis of findings from the research conducted by the FES and CFPC. The report is organized into four main sections: Introduction, Literature Review, Methodology, and Findings. The Introduction provides an overview of the research and its significance. The Literature Review discusses the existing research on the topic. The Methodology section describes the research design and data collection methods. The Findings section presents the results of the research, including the impact of the intervention on the target population. The report concludes with a summary of the findings and recommendations for future research.

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- Community Off»⁰.²¹⁻

Definitions for Common Terminology

Food Equity	All people having the ability and opportunity to grow and to consume healthful, affordable, and culturally significant foods.
Food System	The process by which the food we eat makes its way from the farm to our forks, including how it is grown, harvested, processed, and transported, where it is sold, and how it is prepared, consumed and disposed of.
Food Insecure Households	Households lacking access, ability, availability, or income to acquire healthy, safe, culturally-appropriate food.
Food Insecure Communities	Communities lacking access, ability, availability, or income to acquire healthy, safe, culturally-appropriate food.
Low Income	Research suggests that, on average, families need an income of about twice the federal poverty threshold to meet their most basic needs. Families with incomes below this level—\$48,678 for a family of four with two children in 2016—are referred to as low income. ¹
Socially Disadvantaged	Per Columbia Disadvantaged Business Enterprise (CDBE) guidelines, socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. ²
Front Line Food Workers	Non-managerial employee working in food production, processing, distribution, retail, or service.

Defining the Issue

Root Causes of a Toxic Food System

The 2013 Food Equity Survey found that 33% of respondents reported that they had difficulty accessing healthy, affordable, and culturally appropriate food. This is a significant finding, as it indicates that a large portion of the community is facing food insecurity. The survey also found that 21% of respondents reported that they had difficulty accessing healthy, affordable, and culturally appropriate food. This is a significant finding, as it indicates that a large portion of the community is facing food insecurity. The survey also found that 21% of respondents reported that they had difficulty accessing healthy, affordable, and culturally appropriate food. This is a significant finding, as it indicates that a large portion of the community is facing food insecurity.

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[illegible][illegible]

ACKNOWLEDGING STORIES OF FOOD INSECURITY IN OUR OWN CITY

21.3%

of Residents in the City of Columbia
are Below the Poverty Level

65,430

Richland County Residents of
All Ages are Food Insecure

14,560

Children in Richland County
are Food Insecure

16.3%

of Households in the City of Columbia
Receive SNAP Benefits

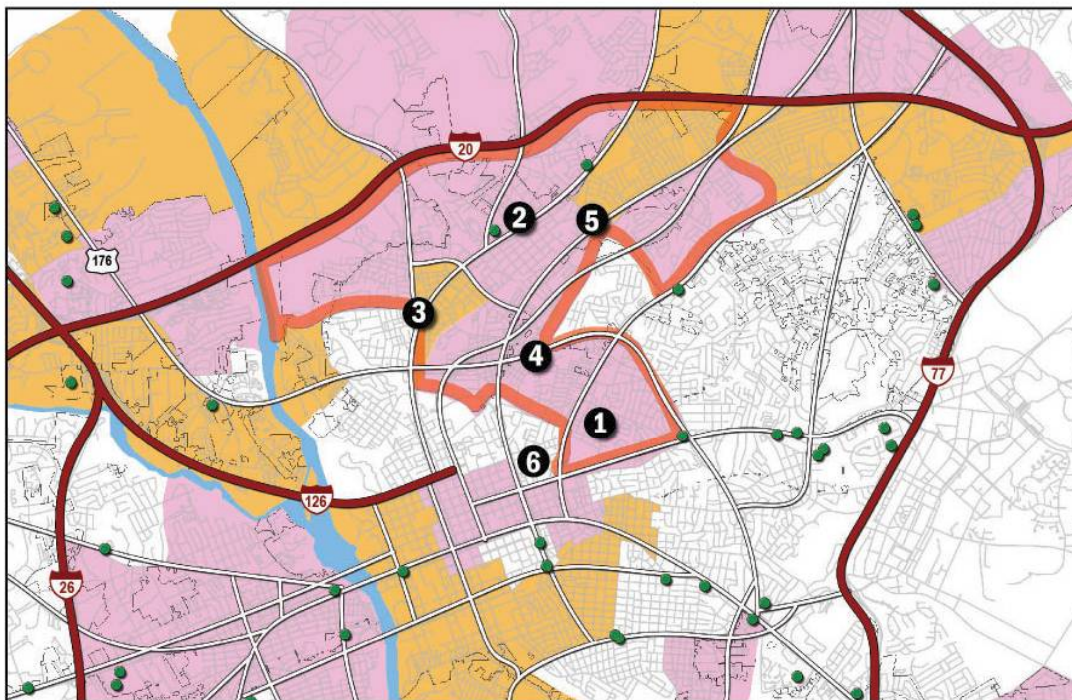
Five community
food gatherings
were held across
North Columbia with
over 200 residents
participating

Listening To The Community

Between August and November of 2018, five community food gatherings were held across North Columbia. The gatherings were held at the beginning of the gatherings; after the gathering, a member was compensated for their time to lead outreach efforts. The gatherings were held at the beginning of the gatherings; after the gathering, a member was compensated for their time to lead outreach efforts.

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In an effort to provide a safe space for residents to share their stories of food insecurity, five community food gatherings were held across North Columbia. The gatherings were held at the beginning of the gatherings; after the gathering, a member was compensated for their time to lead outreach efforts.



Food Gathering Locations

- ❶ Pinehurst (April 12, 2018)
- ❷ Gable Oaks (May 30, 2018)
- ❸ Hyatt Park (August 8, 2018)
- ❹ Booker Washington Heights (October 3, 2018)
- ❺ Prescott Manor (November 8, 2018)
- ❻ Town Hall (May 9, 2019)

- Low-income census tracts with significant share of residents > 1/2 mile from the nearest supermarket
- Low-income census tract where >100 housing units do not have a vehicle and are > 1/2 mile from the nearest supermarket
- Grocery Store
- Summary Data Boundary

Food Insecurity in North Columbia

The community food gatherings were focused on five North Columbia neighborhoods with high rates of food insecurity and inequity. Based on the USDA Food Access Research Atlas, the 10 census tracts that make up this area represent a 2015 population of approximately 29,047 people or 21.8% of the City's total population. Summary data for this area is provided below.

84%

African American

63%

Low Income

70%

Low Food Access

34%

Housing Units Receiving SNAP

20%

Housing Units without vehicle

Current Food Environment and Barriers to Accessing Food

3. Catered meal provided for participants, Booker Washington Heights Community Food Gathering, October 3, 2018.



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Summary of Food Access Challenges



Food available at nearby grocery stores is often of poor quality (where the same grocery chain in an affluent neighborhood offers better quality produce)



No grocery stores nor healthy food options available locally



Healthy food options are not affordable



Lack of locally owned or operated community-based food retail outlets, and a lack of public investment/political will to cultivate and sustain these options



Insufficient transportation options to markets, including difficulty using existing transit services



Limited or inadequate nutrition education opportunities

Generated Solutions to Address Community Food Insecurity

Participants discussed various solutions to address community food insecurity. Key themes included: improving access to healthy food options, increasing affordability, supporting locally owned food retail outlets, enhancing transportation options, and providing nutrition education opportunities. Participants also discussed the importance of community engagement and collaboration in developing these solutions.

Participants also discussed the importance of community engagement and collaboration in developing these solutions. They emphasized the need for ongoing communication and feedback from the community to ensure that the solutions are effective and sustainable. Participants also discussed the importance of building partnerships with local businesses, government agencies, and community organizations to leverage resources and expertise.

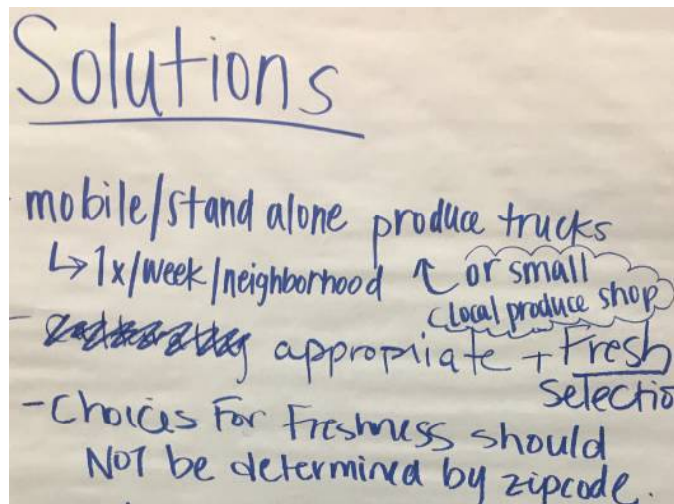
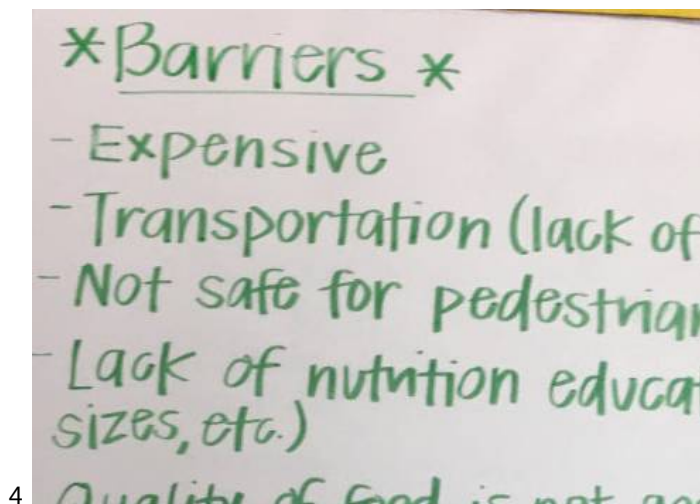
4. Barriers to healthy food access identified during small group discussions, Gable Oaks Community Food Forum, May 30, 2018.

5. Solutions identified during small group discussions, Booker Washington Heights Community Food Forum, October 3, 2018.

6. Fresh food boxes from Foodshare SC were provided to food gathering attendees as a token of appreciation for their time and participation.

for better communication with city officials. The barriers identified during the Gable Oaks Community Food Forum, May 30, 2018, were: expensive, transportation (lack of), not safe for pedestrians, lack of nutrition education, and quality of food is not good. The solutions identified during the Booker Washington Heights Community Food Forum, October 3, 2018, were: mobile/stand alone produce trucks, 1x/week/neighborhood, or small local produce shop, appropriate + fresh selection, and choices for freshness should not be determined by zip code.

Holding these in community centers while off-site. The barriers identified during the Booker Washington Heights Community Food Forum, October 3, 2018, were: expensive, transportation (lack of), not safe for pedestrians, lack of nutrition education, and quality of food is not good. The solutions identified during the Booker Washington Heights Community Food Forum, October 3, 2018, were: mobile/stand alone produce trucks, 1x/week/neighborhood, or small local produce shop, appropriate + fresh selection, and choices for freshness should not be determined by zip code.





Bringing the Findings and Policy Recommendations Back to the Community

After holding the five gatherings and synthesizing what people shared during them, members of the FES conducted policy research and analysis to identify potential policy recommendations to address the challenges and carry forward the preferred solutions discussed. The FES then held a final culminating community town hall in May 2019 where everyone who attended the Gatherings was invited to rank the challenges and policy recommendations developed based on which ones, per aspiration, they deemed to be most important to themselves and our city. Approximately 100 community members participated in this process.

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7. Participant ranking of policy recommendations, Town Hall Food Form, May 9, 2019.





Healthy food options are affordable, of high quality, and available locally in food insecure communities and households

METHODOLOGY

TARGET SUPPORT

EXAMPLES

City provides tax incentives to...

Locally-owned food businesses that are located in low-income communities and offer affordable, high quality, healthy food options

- Rare Variety Cafe case study
- FoodShare SC

City provides programmatic support via financial and/or technical assistance, including funding opportunities, to...

Community-based organizations and efforts building food spaces that offer affordable, healthy food options in low-income communities

- Rare Variety Cafe
- FoodShare SC
- Corner Stores Toolkits in Missouri
- Corner Stores in Wisconsin

Midlands-based organizations providing direct capacity-building support to small farmers of color and food producers of color.

- Axiom Farms Cooperative
- Farming Equipment Cooperative
- Tool-Sharing Toolkit for Farmers
- GAO report + related article showing minority and women farmers receives less USDA loans

City mandates through policy...

A Staple Food Ordinance that requires licensed grocery stores (including corner stores, gas stations, dollar stores, and pharmacies) to sell a certain amount of basic food items including: fruits and vegetables, whole grains, eggs, and low-fat dairy.

- MN Local Food Ordinance
- Dollar Store Produce Equivalent to Traditional Grocers
- Corner Stores Toolkits in Missouri
- Corner Stores in Wisconsin

Adoption of the Good Food Purchasing Program

- Currently, GFPP has been adopted by 12 public institutions in 8 cities across the country impacting \$575 million for fair, healthy, local, sustainable, and humane food. None currently in the Southeast. More at goodfoodcities.org.



Locally-owned, healthy food entrepreneurship, and community-based efforts that support local food systems grow and thrive in food insecure neighborhoods and households

METHODOLOGY

TARGET SUPPORT

EXAMPLES

City provides transparency around funding opportunities by...

Sharing all funding opportunities on the city's website and with the Columbia Food Policy Committee to guide community partners on how to apply, disclose any limitations, and clarify the amount of money available.

City provides tax incentives to...

Locally-owned food businesses that are owned and operated by entrepreneurs of color and/or socially and economically disadvantaged entrepreneurs.

- Community Loan Fund case study

City requires new commercial, residential, or mixed use developments (via a community benefits agreement) to...

Give priority employment to local hires from low-income communities; provide workforce development training; Donate to a city fund that invests in the creation, growth, and sustainability of local food systems, affordable housing, infrastructure, and social capital resources--as defined by food insecure communities.

- Atlanta Mercedes Benz stadium CBA for The Westend
- Pittsburgh Penguins Arena CBA for Hill District

City provides programmatic support via financial and/or technical assistance, including funding opportunities, to...

Local farmers growing food using environmentally-sustainable methods and/or that are serving low-income Columbia communities.

- Farming Equipment Cooperative

City provides tax incentives to...

Locally-owned food businesses that purchase at least 25% of their food from small farmers of color or food producers of color.

- smallSUGAR
- Rare Variety



Our most-impacted residents have the means to thrive

METHODOLOGY

TARGET SUPPORT

EXAMPLES

City provides tax incentives to...

Locally-owned food businesses that hire low-income residents, those with little to no experience, non-college bound young adults, and/or returning citizens (formerly incarcerated).

- smallSUGAR

Locally-owned food businesses that provide workforce development to frontline food workers, includes providing (personal) financial management training + life skills based support

- smallSUGAR

Locally-owned food businesses that offer living wages to frontline food workers

- smallSUGAR

Locally-owned food businesses that offer low- or no-cost health benefits to front-line food workers

- Arena CBA for Hill District



7. Food chain worker - waitress. Photo by Ferit Ozergul.

8. Food chain worker - poultry processor. Photo by Earl Dotter.



Publicly-owned resources (e.g., land, building space) are available for local food initiatives

METHODOLOGY

City provides direct access to...

City mandates through policy to...

TARGET SUPPORT

City-owned land in low-income communities to be used for agricultural production, pop-up markets, produce stands, and/or community gardens

Increase zoning and land access for agricultural production, pop-up markets, produce stands, non-commercial livestock

EXAMPLES

- Cook County
- Boston Urban Agriculture and Zoning Article 89

- What does zoning have to do with local food systems?



Transportation is easily accessible for communities to access food and employment

METHODOLOGY

City provides subsidies to rideshare/non-emergent transportation company partners to...

City encourages through a resolution that...

TARGET SUPPORT

Expand transportation opportunities for qualifying low-income residents to places of employment and healthy food retailers

Public transportation adjusts and/or expands routes and stops to arrive at/depart from the entrance of local grocers

EXAMPLES

- Atlanta rideshare partnership
- COMET @ Night

- COMET to the Market;
- BCBS partnering with Lyft for non emergency medical transportation (NEMT)

POLICY EXAMPLE LINKS

EXAMPLE	LINK
Rare Variety	www.facebook.com/Rare-Variety-Cafe-380322269177415
smallSUGAR	www.smallsugarsc.com
FoodShare SC	www.foodsharesc.org
Corner Stores Toolkits in Missouri	www.cdc.gov/nccdphp/dnpao/state-local-programs/pdf/program-highlights/HR-MO.pdf
Corner Stores in Wisconsin	www.cdc.gov/nccdphp/dnpao/state-local-programs/pdf/program-highlights/HR-WI.pdf
Axiom Farms Cooperative	www.axiomfarmscoop.org
Farming Equipment Cooperative	www.agecon.okstate.edu/coops/?les/Organizing a Machinery Cooperative.pdf
Tool-Sharing Toolkit for Farmers	www.static1.squarespace.com/static/53a4e2b0e4b044c-4de439e15/t/5afa42a26d2a73b330e797f7/1526350506535/A+Guide+to+Sharing+Farm+Equipment_2018_WEB.pdf
GAO report + related article showing minority and women farmers receives less USDA loans	www.gao.gov/assets/710/700218.pdf www.psmag.com/news/the-usda-gives-fewer-loans-to-women-and-minority-farmers-a-government-watchdog-?nds
MN Local Food Ordinance	www.minneapolismn.gov/www/groups/public/@health/documents/webcontent/wcmsp-216176.pdf
Dollar Store Produce	www.bhgf.com/news/dollar-store-produce-quality/
SC Community Loan Fund	www.sccommunityloanfund.org/
Atlanta Mercedes Benz stadium CBA for The Westend	www.ajc.com/news/local-govt--politics/atlanta-council-passes-community-bene?ts-plan-clears-path-for-construction/pmVjG-ZWs1Y7YYpg090y8mN/
Pittsburgh Penguins Arena CBA for Hill District	www.documentcloud.org/documents/4469817-2008-Community-Bene?ts-Agreement.html#document/p2
Cook County	www.gfpp.app.box.com/v/Resolution-CookCountyIllinois
Boston Urban Agriculture and Zoning Article 89	www.foodsystemsjournal.org/index.php/fsj/article/view/635/620
What does zoning have to do with local food systems?	www.pvpc.org/sites/default/?les/doc-municipal-strategies-increase-food-access2594.pdf
Atlanta rideshare partnership	www.saportareport.com/georgia-bill-would-set-aside-funds-from-uber-lyft-taxis-for-transit-and-innovation/
COMET @ Night COMET to the Market	www.masstransitmag.com/bus/press-release/21040113/central-midlands-regional-transit-authority-cmrta-the-comet-the-comet-launches-the-comet-on-the-go-with-uber



(COMING SOON)

Columbia Food Policy Committee

City Council Update

December 2019

Ashley Page, Christina Spach,
Carrie Draper



21.3%

of Residents in the City of Columbia
are Below the Poverty Level

65,430

Richland County Residents of
All Ages are Food Insecure

14,560

Children in Richland County
are Food Insecure

16.3%

of Households in the City of Columbia
Receive SNAP Benefits

- Healthy food is a human right
- Currently our food system is challenged
- Disparities around healthy food access are directly tied to race + class
- Deserves to be top priority for our city

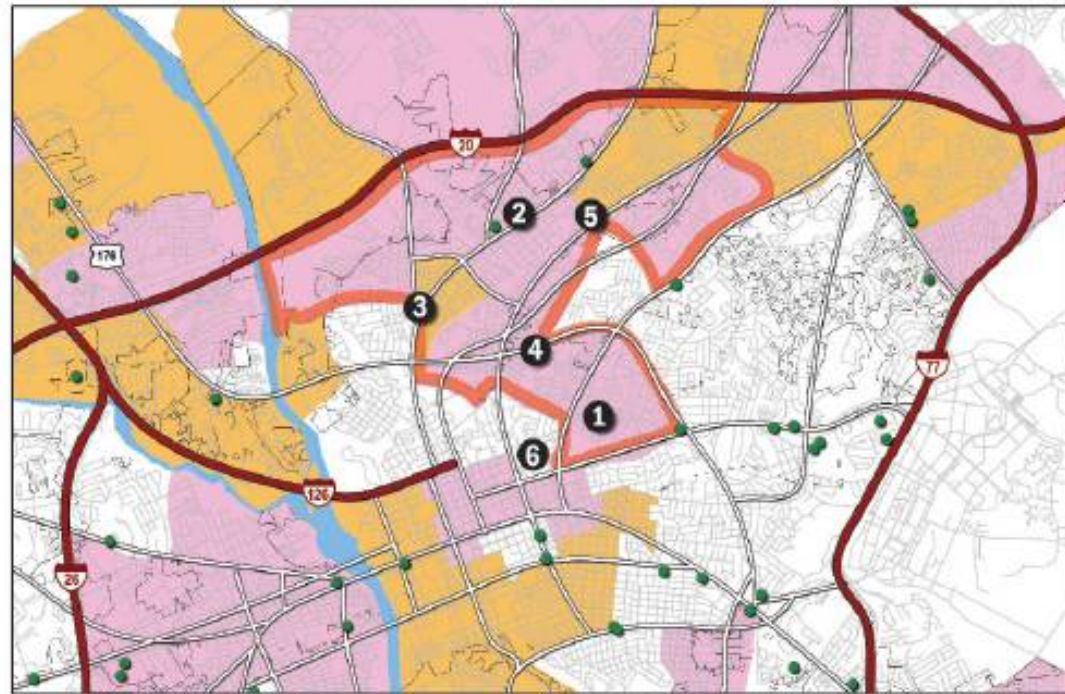


Wages have stagnated over the past 30 years and
55 percent report living pay check-to-pay check

FOOD EQUITY
SUBCOMMITTEE

- **Lift up voices of impacted residents** living in low food access areas
- Ensure they're **key drivers** of crafting solutions
- **Invest in impacted communities** whenever possible during this process

FOOD GATHERING LOCATIONS



Food Gathering Locations

- ❶ Pinehurst (April 12, 2018)
- ❷ Gable Oaks (May 30, 2018)
- ❸ Hyatt Park (August 8, 2018)
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- Low-income census tract where >100 housing units do not have a vehicle and are > 1/2 mile from the nearest supermarket
- Grocery Store
- Summary Data Boundary

Food Insecurity in North Columbia

The community food gatherings were focused on five North Columbia neighborhoods with high rates of food insecurity and inequity. Based on the USDA Food Access Research Atlas, the 10 census tracts that make up this area represent a 2015 population of approximately 29, 047 people or 21.8% of the City's total population. Summary data for this area is provided below.

84%

African
American

63%

Low Income

70%

Low Food
Access

34%

Housing Units
Receiving SNAP

20%

Housing Units
without vehicle

COMMUNITY GATHERINGS

- **5 community gatherings** held in North Columbia
- Over **200 residents** participated
- Dinner provided by **local women of color entrepreneur**
- Child -friendly activities provided
- All participants received **fresh produce box**
- **Community leader compensated** for her outreach

CULMINATING TOWN HALL

- **About 100 residents** participated
- **Reviewed and ranked** challenges and recommendations within each aspiration





Food available at nearby grocery stores is often of poor quality (where the same grocery chain in an affluent neighborhood offers better quality produce)



No grocery stores nor healthy food options available locally



Healthy food options are not affordable



Lack of locally owned or operated community-based food retail outlets, and a lack of public investment/political will to cultivate and sustain these options



Insufficient transportation options to markets, including difficulty using existing transit services



Limited or inadequate nutrition education opportunities



Healthy food options are affordable, of high quality, and available locally in food insecure communities and households



Locally-owned, healthy food entrepreneurship, and community-based efforts that support local food systems, grow and thrive in food insecure neighborhoods and households



**Our most-impacted residents have
the means to thrive**



Publicly-owned resources (e.g., land, building space) are available for local food initiatives



**Transportation is easily accessible
for communities to access food and
employment**



BPAC Update to City Council

November 19, 2019

Goals for today's update

- Unified understanding of BPAC mission and activities
- Support for appointments to achieve BPAC goals
- Shared priorities for 2020

BPAC Mission and Activities

Policy Advisement

- Communicate with Council about BPAC accomplishments, identify pertinent bicycle/pedestrian issues to take action on, and gain City Council support on key items.

Community Outreach

- Establish relationships, educate the community (broadly), and listen/learn issues in communities.

Projects and Initiatives

- Work with City Council to continue current WBC initiatives with sustainable resources and strategic partnerships and develop new projects as they arise. Assist with recruiting members for attending events or projects that Columbia hosts.

Does the mission and activity for BPAC achieve expectations?

Appointments to Achieve BPAC Goals

- Priority: Fill vacancies to achieve diversity of gender, ethnic, and geographic representation to reflect our City's population and liaise with respective audiences for strong buy-in and support.
- Secondary: Consider revising size for tighter membership as a core advisory body with partner organizations.

Does Council support pursuing one or both of these recommendations?

Shared Priorities for 2020

From BPAC:

- Report back to City on use of \$20k allocation for bike/ped encouragement and education.

From City Council:

- Dedication toward progress with catalyst City/County project(s) (e.g., Calhoun, Washington, Marion, Gills Creek Greenway) to add positive momentum.

TO: Mayor and City Council
 FROM: Bicycle and Pedestrian Advisory Committee
 RE: Unified Goals for City of Columbia BPAC Mission and Membership
 DATE: November 2019

Objectives: Through this document and discussion at the City Council work session, we hope to: A) establish unified understanding of BPAC's mission and confirm expectations for committee activities, and B) facilitate BPAC membership to effectively achieve the committee's goals.

- A) Active transportation is an important contributor to economic development and community cohesion. The "Six E's" are essential elements for a comprehensive approach to establishing safe, supported walking and biking that incorporated in the City's Walk Bike Columbia Master Plan:
1. **Engineering** – Creating physical improvements to streets and neighborhoods that make walking and bicycling safer, more comfortable, and more convenient.
 2. **Enforcement** – Deterring unsafe traffic behaviors and encouraging safe habits by people walking, bicycling and driving.
 3. **Education** – Providing community with the skills and confidence to walk and bicycle safely, educating them about benefits of walking and bicycling, and teaching them about the broad range of transportation choices.
 4. **Encouragement** – Generating enthusiasm and increased walking and bicycling through events, activities, and programs.
 5. **Evaluation** – Assessing which approaches are more or less successful, ensuring that programs and initiatives are supporting equitable outcomes, and identifying unintended consequences or opportunities to improve the effectiveness of each approach.
 6. **Equity** – Ensuring equity, diversity, and inclusion so that initiatives are benefiting all demographic and geographic groups, with particular attention to ensuring safe, healthy, and fair outcomes regardless of gender, ethnicity, age, and ability,

How does BPAC work toward the Six E's and execution of the Walk Bike Columbia Master Plan in partnership with the City?

Our current mission statement (as adopted by the inaugural BPAC):

1. **to advise the City of Columbia Transportation Planning team, City Council Members, the Mayor and community organizations and partners on bicycling and pedestrian issues facing the city and to work toward the implementation of the Comprehensive Plan: Walk Bike Columbia and any subsequently adopted bicycle and pedestrian plans or policies;**
2. **to represent community and constituent interests in transportation planning decisions faced by City Council;**
3. **to provide feedback to staff on projects relating to walking and bicycling. City of Columbia staff will consider recommendations from the BPAC along with input from other members of the public during decision making; and**
4. **to develop and implement initiatives with Council support to improve upon the bicycle and pedestrian culture of the City of Columbia.**

Our current subcommittee structure and goals to carry out our mission (as formed in 2018):

Policy Advisement: Communicate with Council about BPAC accomplishments, identify pertinent bicycle/pedestrian issues to take action on, and gain City Council support on key items.

What we do:

- Review city policies to provide input on bike/ped considerations, including Complete Streets, Zoning Ordinance and Land Development regulations; or provide public comment on relevant decisions by other boards and commissions
- Communicate with Council and City staff about project progress and concerns for safe, supported walking and biking through Council work sessions, emails/letters, and in-person meetings
- Represent BPAC and biking/walking perspectives on City and community committees like micro-mobility committee and MBLG
- Future action: Promote progress toward Walk Bike Columbia plan with “report card”

Community Outreach: Establish relationships, educate the community (broadly), and listen/learn issues in communities.

What we do:

- Established a stronger connection with the City of Columbia Police Department and its bike patrol, the Central Midlands Transit Authority (COMET), and BlueBike bike share program to support bike/ped-friendly enforcement and infrastructure
- Developed community outreach toolkit and attended meetings for neighborhood associations in the city to share about BPAC’s mission and listen to community concerns
- Provide guidance on use of City funding allocated toward community outreach and engagement
- Future action: Partner with neighborhoods to host community walks/rides

Projects and Initiatives: Work with City Council to continue current WBC initiatives with sustainable resources and strategic partnerships and develop new projects as they arise. Assist with recruiting members for attending events or projects that Columbia hosts.

What we do:

- Encourage businesses to pursue Bike Friendly Business designation
- Support community partners to host Open Streets, with handbook and consultation
- Assist with recruiting participants in walk/bike and public space/public life counts
- Support City with development of Bike Month activities
- Partnered with local elementary school for Walk to School Day
- Promote public meetings for bike/ped projects and comprehensive plan development
- Hosted Park(ing) Day space with ColaTown Bike Collective and Gills Creek Watershed Association
- Provide content for popup signage and promotional support for Columbia Design League “Play with Your City” tactical urbanism project
- Future: Increase focus on walking-related initiatives

Response requested: Does the mission and activity of BPAC meet Council’s expectations?

B) BPAC is tasked with important work and needs to include members who can further its reach. BPAC is currently down to seven appointed members, but it is to the committee's understanding that there are applications that have not been reviewed. This is an opportune time to appoint candidates to achieve improved encouragement and education through a network of partners, as well as equity of representation. We recommend these considerations:

- 1) Priority: We encourage Council to strive for diversity of gender, ethnic, and geographic representation to reflect our City's population and liaise with respective audiences for strong buy-in and support. We suggest that the City fill vacancies going forward with a concerted effort to achieve:
 - A representative from each of the four districts
 - A designated representative for some or all of the following:
 - 1) university representative (staff, faculty, or student)
 - 2) county/ regional/ statewide advocacy organization
 - 3) disabilities advocacy organization
 - 4) health organization
 - 5) housing organization
 - 6) transit representative
 - 7) Mayor's Youth Council/ school representative
- 2) Secondary: Council may revise BPAC from a 17-member committee to an 11- or 13- member committee. BPAC has never been appointed to full capacity despite available applicants. A tighter membership may encourage more active participation as a core advisory group, with other interested organizations/ parties welcome to attend as friends and supporters of BPAC to vocalize concerns and suggestions.

Response requested: Does Council support pursuing one or both of these recommendations?

We appreciate Council's support for our efforts and with Council's guidance will reinforce our shared vision for BPAC's mission with new members as we enter 2020.



We Are Columbia

Planning and Development Services • Planning Division

1136 Washington Street, 3rd Floor, Columbia, SC 29201 • Phone: 803-545-3222

TO: Ashley M. Jenkins
 FROM: Natavis Harris, Bicycle & Pedestrian Planner
 DATE: November 1, 2019
 SUBJECT: Bicycle & Pedestrian Advisory Committee

BPAC Composition

The Bicycle & Pedestrian Advisory Committee (BPAC) is recommending that council prioritize diversifying the composition of BPAC. This request is brought forth to encourage a more unified approach that will more closely reflect the representative interest of the community. If council is inclined to approve this request, the committee would further like to add an additional question to future applications that will allow applicants to identify any work affiliations such as a local non-profit or business. In this effort, BPAC does not have a recommendation for any changes in the number of appointed seats, but it is of interest to fill any current vacancies thereof.

Here is a quick summary of recommended priorities during the November review of applications:

- Prioritize diversity in the review process (i.e. race, gender, district etc.)
- Either maintain (17 seats) or reduce the number of appointed seats to 11
- Fill any vacancies that will either accommodate the current or possible change in the number of seats

After October 31, 2019, out of the possible 17 appointed seats, BPAC now has 7 seats filled. Moreover, it has been communicated that there are approximately 12 applications pending review since January. If there is anything that the committee can do to assist in this process, please advise accordingly.

cc: Krista Hampton, Planning & Development Services Director
 John Fellows, Planning Administrator
 Christina Galardi, BPAC Co-Chair



We Are Columbia

MEMORANDUM

TO: City Council and City Manager
From: John Fellows, Planning Administrator
CC: Hampton, Gentry
Date: December 12, 2019

RE: Partnership with SCDOT regarding SCDOT repaving Project for Millwood Avenue (Phase 1 and Phase 2)

Why Millwood Ave?

SCDOT approached the City of Columbia in mid-2019 to discuss a future repaving project on Millwood. This project was originally scheduled for 2023, however funding to complete approximately a third to a half of the length was reallocated to Millwood Ave to allow for two phases. Phase One would start at Gervais, while Phase Two would start where phase one leaves off. SCDOT reviewed the City's Walk Bike Columbia Plan and determined that there would be feasibility to accommodate bike lanes. City and SCDOT staff have worked to develop plans that would accommodate bike lanes and other safety enhancements.

Current Status:

Phases:

Currently SCDOT has two phases for repaving Millwood Avenue from Gervais Street to Devine Street. The first phase of repaving would begin in early 2020 and the second phase would be early 2023. The first phase would begin at Gervais Street and continue south to a point where funding and bid prices will allow. Phase Two would pick up where Phase One leaves off and continue to Devine Street. A HAWK (High-Intensity Activated Crosswalk) pedestrian signal was installed in the project area in July of this year.

Funding:

SCDOT and the City have extensively communicated regarding this project. As a result of these discussions, plans have been prepared. At this time no additional funding is being requested from the City by SCDOT.

Plans:

Based upon the existing road configuration there are a limited number of options for restriping the street to provide more equity in transportation modes. Thus one scenario is being developed based upon the cross section noted below.

Typical Cross Section:

Especially within the Phase One area, the existing roadway cross section allows for exceptionally wide lanes of vehicular travel, making cross section modification not only possible but desirable to address safety and speed concerns. SCDOT has developed a typical road section for the repaving and restriping project and requested the City aid in drafting the plans, which at this time are complete. Plans have been developed which consist of a TWTL (two-way turning lane in the center), four driving lanes (two in each direction), a shoulder/bike lane. The current plan for implementation of Phase One provides an unmarked shoulder upon repaving and marking. At the time of Phase Two implementation, the shoulder in the Phase One area will be marked as a bike lane with pavement markings and road signage, and bike lane marking and road signage will continue to through Phase Two. There will be no reduction in the number of travel lanes for this project.

Alternative Cross Sections:

As this is a repaving project and not a road rebuild, curb and gutter and storm drains would not be modified. Throughout discussions of this corridor SCDOT and the City have examined a variety of potential cross sections that might address some suggestions that have been heard from the public over the years. One such suggestion was a planted median. This option has been determined to not be feasible as any such median would eliminate a significant number of left turn access points to businesses along the entire corridor.

Parking Spaces:

There are currently two sections of Millwood Avenue where parking spaces occur within the right of way. These spaces are not metered and are posted with signage. SCDOT and the City have analyzed these areas to develop plans to retain as much parking as feasible without creating unsafe conditions for vehicles, pedestrians, and cyclists that use the roadway to move from one location to another. At this time only a few parking spaces are planned to be reduced to improve an existing bus stop that is located just north of Tree Street in the north bound direction, however it is anticipated that the loss of these spaces will not affect existing business as these space through evaluation remain empty.

Crosswalks:

All existing crosswalks will be reinstalled in their current locations. SCDOT and the City are currently looking for opportunities to provide additional crosswalks for pedestrians, especially targeting transit users. At this time new crosswalk locations have not been set and remain under consideration.

Items not included:

Items that will not be included in this repaving project include decorative street lighting and decorative amenities such as trash receptacles and benches. In addition, mast arms, the undergrounding of utilities, upgrades to street lighting, and planting of any type of vegetation will not be part of the repaving project.

Elements that might be included on a case by case basis:

On a typical repaving project SCDOT will not modify curb, gutter, or sidewalk ramps. In some instances, these three items will be addressed on a case-by-case basis throughout the project. At this time specific upgrades or repairs specific to these components have not been identified. In addition, access management issues may be addressed through the closure or restructuring of driveways which are no longer in use or where continuous driveways exist along a frontage to provide for better circulation and multimodal within the right of way.

Public Outreach

- Currently, SCDOT and City staff are planning a public informational meeting for February of 2020.
- Public outreach is planned for the end of January and February. The outreach will include the following:
 - Press Releases
 - Social media posts– Twitter, Facebook and Instagram
 - Mailing – letters or postcards will be sent
 - Personal outreach to neighborhood presidents – phone calls – individual meetings if requested.
 - Emails will be sent to neighborhood presidents
 - Nixle network notifications
 - Updates will be provided on the City website
 - Temporary signage – with public meeting date and time – pending SCDOT approval



We Are Columbia

MEMORANDUM

TO: City Council and City Manager
From: John Fellows, Planning Administrator
CC: Hampton, Gentry
Date: December 12, 2019

RE: Washington, Marion, and Lincoln 2017 TAP Grant

Summary:

In the Spring of 2017 the City of Columbia applied for a TAP grant for bike connectivity for a North/South route and an East/West route in the Downtown grid. The City was awarded \$136,425.26 and the City budgeted and provided the match of \$90,950.18

The proposed routes included:

- *Washington Street – Bike Lanes and Buffered Bike Lanes (between Lincoln and Pickens, ~2/3 mile in length)*
- *Marion Street – Bike Lanes (between Calhoun and Pendleton, ~1 mile in length)*

Providing greater connectivity within the downtown core, these two proposed bike facilities will provide a connection between the Bull Street redevelopment and USC's campus as well as to residents, including students, who are residing downtown in increasing numbers.

A third component of the grant was the Lincoln Street traffic study (to cover the areas between Lady and Catawba, where a variety of bike facility types are recommended by the Walk Bike Columbia Plan), which would enable the City to move forward with appropriate design for facility connection of the Vista Greenway south to the existing Mill District trails and planned Rocky Branch Greenway.

Why Washington and Marion?

In 2017, City Planning Staff was asked to evaluate the Walk Bike Columbia Plan and look at recommended facilities and develop a 5-year plan of implementation that would begin to build the skeleton structure of a system that could be built upon in future years.

Planning staff evaluated the recommendations of the plan, existing facilities, pending and planned Richland County Projects, and other pending projects. Staff presented a recommended plan for developing a system that was mostly focused on City streets, connectivity, and projects that were lower in on the cost spectrum.

Washington Street provides an east west central connection point through the center of the downtown that mirrors Greene St to the south and the potential facility on Calhoun to the north. Washington St. also provides the community with its first buffered bike lane.

Marion Street provides a critical north south connection from Calhoun to Pendleton. Connecting Bull Street via Calhoun, Main Street Via Calhoun and Washington, and the Vista via Washington. Marion and Pendleton will be an important connection point in the future when the bike facilities are extended east from Pendleton and Sumter. (Note when the south Main project is complete in 2021 Pendleton will have bike facilities from Park to Sumter).

Project Summary

- Plans completed
- No removal of parking is proposed along the proposed routes
- Curb management will occur along Washington Street with regard to shifting parking, loading zones, etc. to better address current and anticipated needs.
- The roadways will be condensed to single travel lanes, sometimes with turn lanes incorporated, as recommended by Traffic Engineering. (The design of a 3 lane facility will provide better vehicular movement and flow over the existing 4 lane section.)
- Install the following bike facilities on Washington Street:
 - Buffered bike lanes on Washington from Park to Pickens Street
 - Bike lanes on Washington from Lincoln to Pickens Street
- Install the following bike facilities on Marion Street:
 - Bike lanes from Calhoun to Pendleton Street
 - Share-the-Lane Markings (sharrows) from Lady (mid-block) to Pendleton Street
- Possibility of having to request the Lincoln Street Study be removed from the grant if construction cost of Washington and Marion exceed original estimates.
- Possibility of having to seek additional funds if cost estimates exceed existing grant and matching funds.

Cost Analysis

	Grant Budget
Washington	\$ 114,583.40
Marion	\$ 92,792.05
Lincoln St. Traffic Study	\$ 20,000.00
Total Cost	\$ 227,375.45
Budget Departure	

The TAP grant budget amount is \$227,375.00, representing a funding breakdown of 40% City and 60% TAP.

Conclusion Next Steps:

In summary, the plans for Washington & Marion are completed and ready to bid, and installation options have been priced accordingly. The plans reflect the recommendations of Walk Bike Columbia, as adapted to the existing street network and specific needs. Staff would like to have discussion about proceeding with public engagement and moving towards construction.

Public Outreach

- City staff would like to move forward with scheduling outreach in the new year.
- Public outreach is planned January and February. The outreach will include the following:
 - Public Meeting - February
 - Press Releases
 - Social media posts– Twitter, Facebook and Instagram
 - Mailing – letters or postcards will be sent
 - Personal outreach to neighborhood presidents – phone calls – individual meetings if requested.
 - Emails will be sent to neighborhood presidents
 - Nixle network notifications
 - Updates will be provided on the City website
 - Temporary signage – with public meeting date and time

COATS FY 2017 TRANSPORTATION ALTERNATIVES APPLICATION

PAGES A-1 THROUGH A-15

**DEADLINE TO RECEIVE APPLICATIONS
IS 2 P.M. ON APRIL 17, 2017**



Columbia Area Transportation Study Transportation Alternatives Application

❖ Applicant Information

APPLICANT: City of Columbia DATE: 4/13/17
ADDRESS: 1136 Washington Street, 6th Floor PHONE: 803-545-3285
CITY: Columbia STATE: SC ZIP: 29201
CONTACT PERSON: Dana Higgins TITLE: City Engineer
E-MAIL: drhiggins@columbiasc.net

❖ Project Information

NAME OF PROJECT: City of Columbia Downtown Bicycle Connectivity
BRIEF PROJECT DESCRIPTION: Installation of bike facilities on two(2) municipal streets to complete gaps and provide downtown connectivity and circulation, and traffic study for future bike facilities..
PROJECT LOCATION: Washington, Marion, and Lincoln Streets
LENGTH & TERMINI (i.e. where does project begin & end) (IF APPLICABLE): Bike facilities along Washington Street between Lincoln and Pickens (~2/3 mile) & Marion Street between Calhoun and Pendleton (~1 mile); a traffic study along Lincoln Street from Lady to Catawba (~1 mile)
COUNTY: Richland COUNTY CODE: 40 HOUSE DISTRICT: 74 & 72
SENATE DISTRICT: 20 & 21 CONGRESSIONAL DISTRICT: 6

❖ Project Category

(CHECK ONLY THOSE ACTIVITIES THAT ARE APPLICABLE)

- ☒ Provisions of facilities for bicycles
☐ Provisions for pedestrians
☐ Provisions for pedestrian streetscaping
☒ In the urbanized area of the MPO with a population **greater than** 50,000
☐ In the urbanized area of the MPO with a population **less than** 50,000

MAIL ORIGINAL AND EIGHT (8) COPIES OF APPLICATION TO:

Street Address: Attention: Reginald Simmons
Central Midlands Council of Governments
236 Stoneridge Drive
Columbia, SC 29210

A. ELIGIBILITY DEMONSTRATION: “SEE ATTACHED” IS NOT ACCEPTABLE.

1. Does the project meet the requirements outlined in the FAST Act?

☒ YES☐ NO

2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concurring accessibility?

☒ YES☐ NO

Explain how the project meets the eligibility requirements:

This project is comprised of the completion of bike facilities within the downtown core, as recommended by the Walk Bike Columbia Pedestrian and Bicycle Master Plan (WBC) (adopted 4/21/2015). The project consists of two facilities to be construction on City streets, and a traffic study to occur along Lincoln Street to aid with design considerations.

Columbia has a high number of bicyclists due to student and daytime population, and currently the City is working with a partner to develop a bike share within the downtown core, so we anticipate ridership in this area will only increase. Furthermore, bicyclists are not allowed to ride on downtown sidewalks in order to provide pedestrian safety, so the provision of appropriate bike facilities (both on-street and protected) is essential to bicyclist safety and the reduction bicyclist/vehicular conflicts.

The provision of appropriate bike facilities will provide north/south and east/west connection options to allow full use of appropriate facilities within the downtown core. The addition of routes along Washington Street (between Lincoln and Pickens, ~2/3 mile in length) and Marion Street (between Calhoun and Pendleton, ~1 mile in length) would provide connections to the northeastern quadrant of downtown, which currently lacks bike facilities but will see an east/west connection shortly with the installation of bike lanes along Calhoun between Wayne and Harden by the Richland Penny. In addition to providing greater gridded connectivity within the downtown core, these two proposed bike facilities will provide a connection between the Bull Street redevelopment and USC's campus as well as to residents, including students, who are residing downtown in increasing numbers. The Lincoln Street traffic study (to cover the areas between Lady and Catawba, where a variety of bike facility types are recommended) would enable the City to move forward with appropriate design for facility connection along a difficult corridor.

This construction connectivity project relies upon cost estimates made by Alta Planning during the recent WBC planning process, and proposes the implementation of the plan using the recommended facility types on a block-by-block basis; the cost estimate has been increased to allot for 3% inflation each year since 2014. In addition to the financial match to be provided by the City, the City will be partnering with a private entity to provide bike share facilities which we anticipate will increase ridership and use of these facilities as soon as they are installed (a bike share RFP has been released by the City to date). As these routes within the northeast quadrant of downtown are not covered by Penny project funding, they will provide an important linkage to this area. The traffic study estimate is based upon previously priced studies of a similar nature. City Council has recently reaffirmed their commitment to the implementation of the Walk Bike Columbia Pedestrian and Bicycle Master Plan through their recent strategic planning process, and a request to provide funding for the design and installation of these five routes is proposed for the FY2018 budget.

The City has found great success with the addition of a number of downtown bike facilities over the last several years, along Wheat, Greene, Lincoln, Main, Lady, and Pulaski, and looks to expand upon this success through providing connectivity and addressing existing gaps within the downtown core. The City of Columbia currently maintains a number of bike facilities, and routinely provides both street and bike lane sweeping services. As the proposed facilities are all along City-maintained streets, we anticipate no issues with providing ongoing maintenance for these facilities once installed.

B. PROJECT DESCRIPTION: “SEE ATTACHED” IS NOT ACCEPTABLE.

Does the applicant intend to apply to SCDOT to perform the administration and management functions of the project through the Local Public Agency (LPA) process?

☒ YES

☐ NO

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

Construction of Facilities:

While the Walk Bike Columbia Pedestrian and Bicycle Master Plan provided estimated costs per facility type, these proposed bike facilities have not yet been designed/engineered for construction. Along Washington and Marion Streets it is likely that a review of pavement and storm drain conditions, a survey, updated traffic counts, and the creation of a restriping plan will be all that is necessary. Both of these roads are known to be designed for a much higher capacity of vehicular traffic than they receive, so restriping to create provide a road diet and on-street bike facilities is a natural fit.

We anticipate that with the engineering work for each of these projects, signal timing and intersection treatments will also be reviewed.

Once design has been completed and reviewed by the City, the project will be let for bid. Bid packages will be reviewed by the City for conformity, and a successful bidder will be selected.

The City will monitor construction and ensure punch lists are complete before releasing payment and assuming maintenance.

The City will maintain the bike facilities regularly as they will be included in the maintenance plan for City infrastructure administered by Public Works.

Traffic Study:

The City will let the traffic study for bid. Bid packages will be reviewed by the City for conformity, and a successful bidder will be selected.

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicable. **COMMENTS:**

Attachment A: Network Connectivity Map, shows the proposed facilities in yellow, juxtaposed with the existing/under construction downtown bike facilities.

Attachment B: Facility Type Map, shows the proposed facilities in dashed lines, to illustrate the facility types proposed by block. Note that facilities are proposed in both directions. The City has recently adopted engineering guidelines for bike facilities, in order to ensure that on- and off-street facilities are designed in keeping with national standards as well as with the recommendations of Walk Bike Columbia.

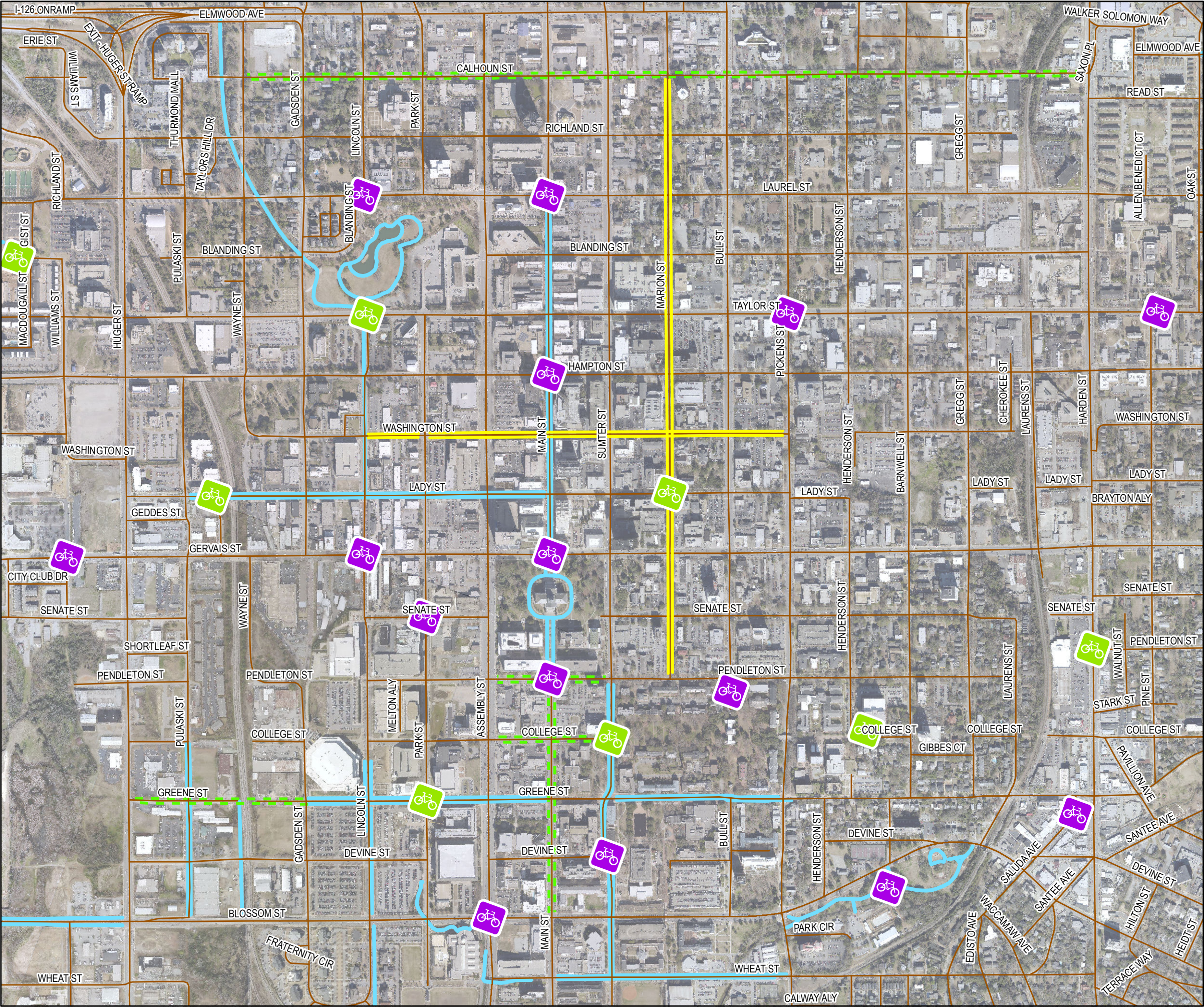
A brief definition of facility types, for reference, is as follows:

-Bike Lanes provide a separate on-street travel lane for bicyclists, and are designated with striping, symbols, and signage. Bike lanes allow bicyclists to ride at their preferred speed without causing conflict with vehicular traffic, and they facilitate predictable behavior between bicyclists and motorists.

-Buffered Bike Lanes are conventional bike lanes (described above) but paired with a designated striped buffer space which separates the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane.

Proposed Bike Facility Connections

Network Connectivity



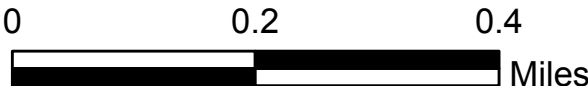
Legend

Approximate Locations of Desired Bike Share Stations

Phase

-  Phase 1
-  Phase 2

-  Proposed Bike Facilities
-  Existing Bike Facilities
-  Bike Facilities in Design/Bid/Under Construction



This map was prepared by:
ladeforth@columbiasc.net
City of Columbia - Planning & Development Services
Wednesday, April 12, 2017

CITY OF COLUMBIA GIS DATA DISCLAIMER

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

Proposed Bike Facility Connections

Facility Type

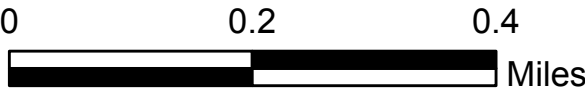
Legend

Proposed Bike Facilities

- Bike Lane
- Buffered Bike Lane

Bike Facilities Existing & Under Construction

- Bike Boulevard
- Bike Lane
- Cycle Track
- Greenway
- Shared Use Path
- Sharrows



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City of Columbia - Planning & Development Services
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CITY OF COLUMBIA
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D. PROJECT COST: “SEE ATTACHED” IS NOT ACCEPTABLE.

Itemized all projects elements and costs. List item, description, quantity, unit price, amount, etc. Ensure cost shown are accurate and sufficient to satisfactorily complete all work anticipated. All budgets item costs for project administration and management to adequately accomplish the work shown must be shown. These expenses are to include engineering, inspection, and testing in accordance with state and federal requirements. (Enter total project cost in Section I – Line 1, Page A-9.) Itemize below:

Marion Street (road diet, bike lanes)	
Traffic Counts	\$ 1,500.00
Construction	\$ 80,575.50
10% Contingency	\$ 8,057.55
3% for inflation (2017-2018)	\$ 2,658.99
<i>Total</i>	\$ 92,792.05

Washington Street (bike lanes from Lincoln to Park, road diet and buffered bike lanes from Park to Pickens)	
Traffic Counts	\$ 1,000.00
Construction	\$ 100,250.13
10% Contingency	\$ 10,025.01
3% for inflation (2017-2018)	\$ 3,308.25
<i>Total</i>	\$ 114,583.40

Lincoln from Lady to Catawba	
Traffic Study	\$ 20,000.00

Total Cost \$ 227,375.44

E. PROPERTY OWNERSHIP:

Identify ownership of **ALL** property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated:

(NOTE: For all projects on SCDOT rights of way, include with your application either a copy of the approved SCDOT Encroachment Permit, a letter from your SCDOT County Maintenance Office, or SCDOT District Office indicating your project appears feasible in concept with specific details to be worked out in an Encroachment Permit.

The projects will occur within the existing rights-of-way on City-maintained streets.

F. LOCAL SUPPORT:

Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Letter of approval from local jurisdiction if other than applicant. Describe local support for the proposal. Document the opportunities for public participation in the development of this project.

The project is fully supported by the City of Columbia, and is a recommendation of the Walk Bike Columbia Pedestrian and Bicycle Master Plan which saw unprecedented public involvement throughout the two year planning process. Conversations with USC, the Richland County, and the City's Bicycle and Pedestrian Advisory Committee have all been positive, and each is supportive of the City's efforts to increase the network connectivity within the downtown core.



April 12, 2017

Reginald Simmons
Central Midlands Council of Governments
236 Stoneridge Drive
Columbia, SC 29210

Dear Mr. Simmons,

In my role as the Chair of the City's Bicycle and Pedestrian Advisory Committee, I would like to offer support for the City's application for TAP funding for bike connectivity. The installation of bike facilities along Marion and Washington Streets is in keeping with the recommendations of the adopted Walk Bike Columbia Plan, and begins to provide important 8-80 connectivity within the downtown grid. The completion of a traffic study along Lincoln Street, which can take into account the nuances of the corridor, is critical towards providing safe and connected bike facilities between Foundation Square and Vista Greenway.

I am excited to lend support, and am grateful for the continued partnership between the City of Columbia and the Central Midlands Council of Governments, which was so instrumental in the development of the Walk Bike Columbia Pedestrian and Bicycle Master Plan.

Best,

A handwritten signature in black ink, appearing to read "Keith Gosselin", with a large, stylized flourish extending from the end of the signature.

Keith Gosselin
Chair

G. PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management details for the project, including the expected yearly amount of funds and the source of funds to support activities:

Provide details for long-term maintenance of the project with projected yearly maintenance costs.

The City of Columbia's Public Works Department will provide maintenance of the facilities once installed, as these facilities are to be installed on already maintained City streets. This cost will be absorbed into the City's annual maintenance budget.

H. ENVIRONMENT ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	IMPACT	
	YES	NO
Displacement of residences or businesses	☐	☒
Disruption of neighborhoods	☐	☒
Impact agricultural or recreational lands	☐	☒
Impacts historical / archaeological sites	☐	☒
Impacts wetlands, streams / lakes floodplains	☐	☒
Within coastal zone	☐	☒
Endangered species.....	☐	☒
Air / water quality.....	☐	☒
Noise.....	☐	☒
Hazardous waste site	☐	☒

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board. Explain any potential environmental issues. **COMMENTS:**

As this project provides bike facilities within the urban core, we anticipate that it will only have positive benefits. The urban core is built out, the on-street facilities would include limited, if any, disturbance to the soil for roadbed repairs. The proposed Marion Street bike lanes would travel through a National Register District (the Columbia Historic District) but as they would travel within the existing roadbed, we anticipate that this would not trigger a Section 106 review through the National Preservation Act. Furthermore, the increased access to safe and connected bike facilities should result in a net decrease of vehicle miles traveled, and therefore a net increase in air quality, as well as a decrease in neighborhood disruption and vehicular noise.

**I. FUNDS REQUESTED, LOCAL MATCH AND SOURCE**

LINE 1 – Total project cost (From page A-5, Section D)

\$ 227,375.44

LINE 2 – Funds requested by applicant

\$ 136,425.26

(Up to 80% of Line 1, not to exceed the \$180,000 federal maximum for COATS MPO Projects)
 (80% for jurisdictions with population under 50,000; 60% for jurisdictions with population over 50,000)

LINE 3 – Local Match (Must be at least 20% of Line 1)

\$ 90,950.18

List source of match and amount from each:

A: FY 2018 City Budget Allocation Request\$ 90,950.18

B: _____

\$ _____

C: _____

\$ _____

D: _____

\$ _____

E: _____

\$ _____

TOTAL (Should be equal to Line 3)

\$ 90,950.18

Is project within a Metropolitan Planning Organization (MPO) boundary?

☒ YES☐ NO

If yes, is the project in the Transportation Improvement Program (TIP)?

☐ YES☒ NO

MPO _____ Amounts in TIP for project

\$ _____

J. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

SIGNATURE

4/13/17

DATE

City Manager803-545-3026

TITLE

PHONE NO.

Teresa Wilson

PRINTED NAME

MAIL ORIGINAL AND EIGHT (8) COPIES OF APPLICATION TO:

Street Address: Attention: Reginald Simmons
 Central Midlands Council of Governments
 236 Stoneridge Drive
 Columbia, SC 29210



REQUIRED FORMS

FOR THE

TRANSPORTATION

ALTERNATIVES

PROJECTS

The following completed forms are required to be returned with each application:

- Certificate Of Non-Collusion
- Certification Of Primary Participant Regarding Debarment, Suspension, And Other Responsibility Matters
- Certification Of Restrictions On Lobbying
- Certification Of Applicant
- Disclosure Of Potential Conflict Of Interest Certification

**CERTIFICATE OF NON-COLLUSION**

By submission of an application, each person signing on behalf of any applicant certifies, and in the case of a joint application, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The application is submitted without collusion, consultation, communication, or agreement for the purpose of restricting competition, with any other bidder or with any competitor;
- 2) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit or not to submit an application for the purpose of restricting competition.

City of Columbia

Company Name

Geneva Wilson

Authorized Signature

4/13/17

Date

SWORN AND SUBSCRIBED before me

this 13th day of April, 2017.

My commission expires April 16, 2022.

Erika D. Meow

Notary Public





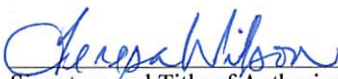
CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The applicant, City of Columbia certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the applicant is unable to certify to any of the statements in this certification, the applicant shall attach an explanation to this certification.

The applicant, City of Columbia certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

, City Manager
Signature and Title of Authorized Official

4/13/17

Date



CERTIFICATION OF RESTRICTIONS ON LOBBYING

The applicant certifies, to the best of its knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)).

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE APPLICANT, City of Columbia, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE APPLICANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Teresa Wilson Signature of the applicant's Authorized Official

Teresa Wilson, City Manager
Name and Title of the applicant's Authorized Official

4/13/17 Date



CERTIFICATION OF APPLICANT

I hereby certify that I am the duly authorized representative of the APPLICANT and that neither I nor the above APPLICANT I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above APPLICANT) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above APPLICANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, the APPLICANT certifies the APPLICANT and all contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, §8-13-760 and §8-13-725. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

APPLICANT

Name of APPLICANT

By: Teresa Wilson

Date: 4/13/17

Its: City Manager



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST CERTIFICATION

Applicant hereby indicates that it has, to the best of its knowledge and belief has:

☒ Determined that no potential organizational conflict of interest exists.

☐ Determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary.

1. Describe nature of the potential conflict(s):

2. Describe measures proposed to mitigate the potential conflict(s):


Signature

4/13/17

Date

Teresa Wilson, City Manager

Print Name

City of Columbia

Company

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure certification with Department of Transportation contract personnel.

Name

Phone

Company

Crossroads Environmental, LLC

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is being awarded under procurement method RFP008-19-20-SSL Environmental Monitoring, Testing, and Clearance Services Indefinite Delivery Contract (IDC).

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Crossroads Environmental, LLC (hereinafter referred to as the "Contractor"), to provide environmental monitoring, testing and clearance services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services. Specific project work under this Contract will be issued under approved Work Order(s).

The Contractor shall also perform any and all incidental services not specifically set forth in the Contract and Work Orders that are necessary to fully complete the scope of services described in the Contract and Work Orders, when approved by the City in writing.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or may accept services recommended by the Contractor as approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Contractor fails to obtain

Crossroads Environmental, LLC

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor will begin work when the Contract and Work Order have been signed and a written Notice to Proceed has been executed. The Contractor will commence work within the time frame identified in the Notice to Proceed; or under an approved project schedule.

The Contractor shall complete any and all services performed under this Contract within the timeframes outlined in the approved Work Order.

The City has the right to extend the project delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City apprised at all times of the project status. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the City to purchase supplies, equipment or services elsewhere and charge any increase in cost and handling to the defaulting Contractor.

6. **COMPENSATION:**

- A. The total compensation to be paid by the City to the Contractor under this Contract shall be negotiated separately via individual Work Orders; and, when combined with other efforts related to this project, will not exceed the cumulative budget authorized by City Council. The cumulative not to exceed

Crossroads Environmental, LLC
RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

amount for awarded Contractor under RFP008-19-20-SSL is Seven Hundred and Fifty Thousand Dollars and No/100 (\$750,000.00)

7. **PAYMENT AND INVOICE PROVISIONS:**

A. Invoicing Procedure: See Exhibit B

Failure of the Contractor to follow the invoice requirements will result in the delay of payment of the invoice.

8. **AFFIRMATIVE ACTION AND SUBCONTRACTION GOALS:**

- A. It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, subcontractors and suppliers on its procurement and contracting offerings.

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

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

Crossroads Environmental, LLC

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

B. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	NA__%
MBE	NA__%
WBE	NA__%
LSA	NA__%

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

9. Work Order Administration:

Work Order competition will be obtained among the Contractor(s) as requirements are identified. However, there may be circumstances when it is not feasible to compete all Orders. There may also be instances when the City will not compete Orders based on factors where the effort represents a logical follow-on to an existing Order that was previously competed.

Work Orders (Exhibit A) shall be within the scope of the awarded Contract, issued within the period of performance, and be within the maximum value of the Contract.

Each work Order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the Order.

Orders shall not be artificially divided to circumvent procurement regulations.

The City will consider the Contractor's effort and workload capacity at the time the proposed Orders are identified to determine their ability to handle the work. The Contractor shall ensure that there is adequate coverage for all work orders awarded.

Work Order requirements may be grouped for inclusion of several tasks by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Order.

10. INDEMNIFICATION & INSURANCE

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

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

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

Crossroads Environmental, LLC

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covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

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

Professional Liability: The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements. The City of Columbia shall be named as an additional insured on the policy. The minimum E&O Policy limits to be provided shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this IDC or associated Work Order.

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

Upon receipt of written request, the City of Columbia shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.

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- B. Contractor agrees to indemnify, defend and hold the City of Columbia harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or description of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor to this IDC or any associated Work Orders or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this Contract or Work Order nor any Subcontract will create any contractual relationship between any Subcontractor and Contractor, nor any liability of Contractor to any Subcontractor.
- C. The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in the Contract or Work Order. The Contractor shall not be liable for property and bodily injury that may result from the negligence of any construction Contractor or construction subcontractor.

11. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract or Work Order. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water

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Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

- C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Contractor is expected to make Contractor's services available to other entities but agrees to refrain from representing other entities in matters where the position of

the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

14. TERMINATION OF CONTRACT – The City may terminate this Contract or Work Order at any time upon any of the following grounds:

- Non-Appropriation - Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;
- The Contractor fails to perform any of the services required in this Contract or Work Order and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;
- Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Contract or Work Order, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of the Contract or Work Order, the City shall thereupon have the right to terminate the Contract or Work Order by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Contract or Work Order shall become the property of the City.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract or Work Order by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.
- Force Majeure
- Upon expiration of the term of this Contract or Work Order;
- By mutual Contract;

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- Termination for Convenience of the City - The City may terminate this Contract or any Work Orders at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this Contract and any Work Orders for any reason whatsoever. A termination for default under the Contract or Work Order, if wrongfully made, shall be treated as a termination for convenience under this clause.

In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Contract or Work Order prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract or Work Order. In no event shall the Contractor be entitled to assert a claim in quantum merit or any other measure of damages other than that stated herein. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in this Contract or associated Work Orders. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Contract or Work Orders.

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

Crossroads Environmental, LLC
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City of Columbia

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

Crossroads Environmental, LLC

Name: Lee Capell
Title: President
Address: 1416 Chapin Road
Chapin, SC 29036
Phone: (803) 345-3833
Email: lcapell@absenv.com

17. **COOPERATION** - The City shall cooperate with the Contractor to provide access to the dwelling units for the performance of the work.
18. **DISPUTES** - This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the 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.
19. **CONFLICT OF INTEREST** - No member of the governing body of the City of Columbia and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall also take appropriate steps to assure compliance.
20. **COPYRIGHT** - No report, maps or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
21. **AUDITS AND INSPECTIONS** - The City of Columbia and Housing and Urban Development (HUD) or their delegates shall have the right to review and monitor the

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financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and this Contract, by whatever legal and reasonable means are deemed expedient by the City of Columbia and HUD.

22. **RELATIONSHIP** - The relationship of the Contractor to the City of Columbia shall be that of an independent Contractor rendering professional services. The Contractor shall have no authority to execute Contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between City of Columbia and the Contractor.
23. **PERSONNEL** - The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform under this Contract and any associated Work Orders. Such personnel shall not be employees of or have any contractual relationship to City of Columbia.

All services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without prior written approval. Any work or services subcontracted hereunder shall be specified in written contract or Contract and shall be subject to each provision of this Contract and any associated Work Orders.

24. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract and associated Work Orders are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City of Columbia.

25. **INDEPENDENT CONTRACTOR** - Nothing contained in the Contract or Work Orders is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

26. **USE OF RECOVERED MATERIALS** - The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the IDC or associated Work Orders, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the Contract or Work Order performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

27. **OVERSIGHT** - The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

The Contractor shall be responsible for performance of all services required by the Contract and Work Orders. The Contractor does not act as the City's agent or employee.

28. **SUSPENSION AND DEBARMENT** - The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and

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12689, 2 CFR Part 180 (2 CFR §200.212). The Contract and all associated Work Orders are covered transactions for the purposes of CFR Part 180 and 2 CFR pt. 3000. As such the City is required to verify that none of the Contractor(s), its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

The Contractor must comply 2 CFR 180, sub-part C and 2 CFR Part 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Contract and any associated Work Orders is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub- part C in addition to remedies available to the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub-part C during the duration of the project and throughout the period of any Contract or Work Order that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Contractor shall notify the City if the firm or subcontractor becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the section entitled TERMINATION OF CONTRACT/WORK ORDER.

29. **CONFIDENTIALITY** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under the Contract and Work

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Order are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

30. **INTEREST OF CONTRACTOR** - The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract or Work Order or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Contract or Work Order no person having such interest shall be employed.

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

31. **MISCELLANEOUS**

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract or Work Order, the Contractor 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 the Contract or Work Order, if any, shall not be construed against the City.

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- C. The Contract and Work Order shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Contract and Work Order. The Contractor 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 the Contract and Work Orders and the performance thereof. The City may seek attorney's fees and the Contractor 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 Contractor.
- D. The City may, in its discretion, amend the Contract or Work Orders to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Contract or Work Orders, such modifications will be incorporated only by written amendment signed by both parties.
- E. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- F. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- G. The Contractor acknowledges, for itself and its Subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code

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of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

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- H. This Contract shall be binding upon the Contractor and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- I. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- J. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors, and Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- K. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

The Contract and Work Orders represent the entire Contract between the City and the Contractor and supersede all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract and Work Orders at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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This Contract is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date: _____
Witness	Teresa Wilson, City Manager	

CROSSROADS ENVIRONMENTAL, LLC

		Date: _____
Print: Name/Title	Signature	

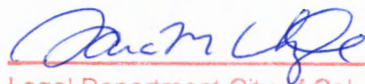
Recommended by:

Gloria Saeed, Director of Community Development

Melissa S. Gentry, P.E., Assistant City Manager

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM



Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Work Order (Sample)

Exhibit B – Invoicing Procedure

Exhibit C – Prompt Payment Affidavit

Exhibit D – Business Information Statement (for Prime)

Exhibit E – HUD General Provisions

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Exhibit A (Sample)

WORK ORDER

Work Order Number: _____

This Work Order to the Indefinite Delivery Contract (RFP008-19-20-SSL) between the City of Columbia and Crossroads Environmental, LLC, for Environmental Monitoring, Testing and Clearance Services (RFP008-19-20-SSL), dated _____ (Contract) provides for the following Contracting services:

Scope of Work:

Schedule:

Compensation:

Compensation for the services as specified within the general scope of the Indefinite Delivery Contract referencing RFP008-19-20-SSL will be identified below and will be within the maximum Contract value of \$750,000.00.

Limitation of Funds

Funding for this Contract is subject to the following terms and will be included at the applicable level in each Work Order:

- a). The parties estimate that performance of this Contract will be addressed in Work Order(s).
- b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, inclusive of any fee. The Contractor agrees to perform, or have performed, work under the terms of the Work Order up to the point that the total amount paid and payable by the City under the Work Order, but does not exceed the total amount of the Contract.
- c). The Contractor shall notify the City's Project Manager and Contracts Administrator in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of

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Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Contractor's written request the Purchasing Agent, or his/her designee, will terminate the Work Order on such date in accordance with the provisions of the Termination clause as outlined herein.

e). If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Purchasing Agent, or his/her designee, may terminate this Contract on that later date.

f). Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause

1. The City is not obligated to reimburse the Contractor for costs incurred in excess of the amounts specified in the individual Work Orders and the aggregate total of all executed Work Orders shall not exceed _____, and no/100 Dollars (\$ _____00); and

2. The Contractor is obligated to continue performance under this Contract and any approved Work Order (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the Contract and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by Modification or Amendment of the Contract or authorization to proceed from the Purchasing Agent, or his/her designee, shall affect the amount allocated by the City within this Contract.

In the absence of the specified notice, the City is not obligated to reimburse the Contractor for any costs in excess of the total amount allocated.

h). When and to the extent that the amount allocated by the City in the Contract and/or any approved Work Order is increased, any costs the Contractor incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in the Contract and/or any approved Work Order unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this Contract. If this Contract is terminated, the City and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the terms of the Contract, based upon the share of costs incurred by the parties.

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

- _____ 1. A lump sum fee of _____.
- _____ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit H to the Contract.

Summary of Compensation:

Total of Previous Work Orders:	\$ _____
This Work Order:	\$ -
Total Approved Compensation to Date:	\$ -

Approval of Work Order:

CITY OF COLUMBIA

Crossroads Environmental, LLC

By: _____
 Title: Director of Community Development

By: _____
 Title: _____

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Invoicing Procedure: Exhibit B

1. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project.
2. Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted.
3. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s).
4. Each invoice must clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors.
5. Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing.
6. The City will not pay interest or penalty on any past due amount.
7. The City's Project Manager or his/her designee must review all invoices prior to payment.
8. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Contractor's invoice.
9. The work completed on the Contractor's project schedule must be the basis for full or a percentage of payment for work completed on the Contractor's invoice.
10. The Contractor will not request payment for taxes on professional services, labor or installation fees.
11. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
12. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
13. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Contractor's invoice.
14. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
15. The Contractor shall submit receipts for all actual expenses.

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16. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Contract. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Contract.). Travel expenses apply only if applicable and approved by the City.
17. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
18. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
19. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
20. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
21. The Contractor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.
22. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit C)
 - a) The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 - b) In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City of Columbia Project Manager or his/her designee, satisfactorily completed its portion of the Work.

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- c) A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Project Manager or his/her designee.
- d) The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
- e) The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
- f) Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

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EXHIBIT C - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

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

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

Company Name

Signature

Print Name

Date: _____

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

Notary Public

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Exhibit D – Business Information Statement (for Prime)

APPENDIX F — BUSINESS INFORMATION STATEMENT (FOR PRIME)

PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: Crossroads Environmental, LLC

Headquarters Address: 1258 Boiling Springs Rd.
Spartanburg, SC 29303

Local Office Address, if applicable: N/A

Phone No.: 864-541-8736 Fax No.: 864-541-8776

Email address: khorton@crossroadsenv.net

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 26-362229

DUNS Number: 829329866

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No X

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No X

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.

Environmental Monitoring and Clearing Services

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: Kay H. Horton/President

Phone Number: (864) 541-8736

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

N/A

Form Completed by:

Kay H. Horton
Authorized Signature

11/20/19

Date

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Exhibit E – HUD General Provisions

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community

Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The

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Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

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- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

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The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the

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situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

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19. Copeland "Anti-Kickback" Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality

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as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for

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which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or

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through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a

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means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air

Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the

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Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

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Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with THE CITY OF COLUMBIA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §

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1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to

this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The *Contractor/Subcontractor* agrees to send to each labor organization or representative of workers with which the *Contractor/Subcontractor* has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor/subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor/Subcontractor's* obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. Fair Housing Act

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website:

www.USASpending.gov.

33. Procurement

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The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban

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development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

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44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

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47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

(2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on THE CITY OF COLUMBIA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.theCityofColumbia.gov. Complaints regarding fraud, waste, or abuse of government funds

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shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, THE CITY OF COLUMBIA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

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CONTRACT FOR PROFESSIONAL SERVICES

This Contract is being awarded under procurement method RFP008-19-20-SSL Environmental Monitoring, Testing, and Clearance Services Indefinite Delivery Contract (IDC).

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and ABS Environmental, Inc. (hereinafter referred to as the "Contractor"), to provide environmental monitoring, testing and clearance services for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the scope of services. Specific project work under this Contract will be issued under approved Work Order(s).

The Contractor shall also perform any and all incidental services not specifically set forth in the Contract and Work Orders that are necessary to fully complete the scope of services described in the Contract and Work Orders, when approved by the City in writing.

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or may accept services recommended by the Contractor as approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Contractor fails to obtain

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor will begin work when the Contract and Work Order have been signed and a written Notice to Proceed has been executed. The Contractor will commence work within the time frame identified in the Notice to Proceed; or under an approved project schedule.

The Contractor shall complete any and all services performed under this Contract within the timeframes outlined in the approved Work Order.

The City has the right to extend the project delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City apprised at all times of the project status. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the City to purchase supplies, equipment or services elsewhere and charge any increase in cost and handling to the defaulting Contractor.

6. **COMPENSATION:**

- A. The total compensation to be paid by the City to the Contractor under this Contract shall be negotiated separately via individual Work Orders; and, when combined with other efforts related to this project, will not exceed the cumulative budget authorized by City Council. The cumulative not to exceed

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amount for awarded Contractor under RFP008-19-20-SSL is Seven Hundred and Fifty Thousand Dollars and No/100 (\$750,000.00)

7. PAYMENT AND INVOICE PROVISIONS:

A. Invoicing Procedure: See Exhibit B

Failure of the Contractor to follow the invoice requirements will result in the delay of payment of the invoice.

8. AFFIRMATIVE ACTION AND SUBCONTRACTION GOALS:

- A. It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, subcontractors and suppliers on its procurement and contracting offerings.

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

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

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

B. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

SB Goals	NA__%
MBE	NA__%
WBE	NA__%
LSA	NA__%

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

9. **Work Order Administration:**

Work Order competition will be obtained among the Contractor(s) as requirements are identified. However, there may be circumstances when it is not feasible to compete all Orders. There may also be instances when the City will not compete Orders based on factors where the effort represents a logical follow-on to an existing Order that was previously competed.

Work Orders (Exhibit A) shall be within the scope of the awarded Contract, issued within the period of performance, and be within the maximum value of the Contract.

Each work Order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the Order.

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Orders shall not be artificially divided to circumvent procurement regulations.

The City will consider the Contractor's effort and workload capacity at the time the proposed Orders are identified to determine their ability to handle the work. The Contractor shall ensure that there is adequate coverage for all work orders awarded.

Work Order requirements may be grouped for inclusion of several tasks by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Order.

10. INDEMNIFICATION & INSURANCE

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

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

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

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covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

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

Professional Liability: The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements. The City of Columbia shall be named as an additional insured on the policy. The minimum E&O Policy limits to be provided shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this IDC or associated Work Order.

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

Upon receipt of written request, the City of Columbia shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.

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- B. Contractor agrees to indemnify, defend and hold the City of Columbia harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or description of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor to this IDC or any associated Work Orders or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this Contract or Work Order nor any Subcontract will create any contractual relationship between any Subcontractor and Contractor, nor any liability of Contractor to any Subcontractor.
- C. The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in the Contract or Work Order. The Contractor shall not be liable for property and bodily injury that may result from the negligence of any construction Contractor or construction subcontractor.

11. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Contract or Work Order. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Contract. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water

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Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/Contracts. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

- C. The Contractor 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 Contractor shall procure a City of Columbia business license while performing services under this Contract.

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

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

The Contractor is expected to make Contractor's services available to other entities but agrees to refrain from representing other entities in matters where the position of

the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Contract.

14. TERMINATION OF CONTRACT – The City may terminate this Contract or Work Order at any time upon any of the following grounds:

- Non-Appropriation - Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;
- The Contractor fails to perform any of the services required in this Contract or Work Order and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;
- Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Contract or Work Order, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of the Contract or Work Order, the City shall thereupon have the right to terminate the Contract or Work Order by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Contract or Work Order shall become the property of the City.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract or Work Order by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.
- Force Majeure
- Upon expiration of the term of this Contract or Work Order;
- By mutual Contract;

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- Termination for Convenience of the City - The City may terminate this Contract or any Work Orders at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this Contract and any Work Orders for any reason whatsoever. A termination for default under the Contract or Work Order, if wrongfully made, shall be treated as a termination for convenience under this clause.

In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Contract or Work Order prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract or Work Order. In no event shall the Contractor be entitled to assert a claim in quantum merit or any other measure of damages other than that stated herein. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in this Contract or associated Work Orders. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Contract or Work Orders.

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

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City of Columbia

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

Crossroads Environmental, LLC

Name: Lee Capell
 Title: President
 Address: 1416 Chapin Road
 Chapin, SC 29036
 Phone: (803) 345-3833
 Email: lcapell@absenv.com

17. **COOPERATION** - The City shall cooperate with the Contractor to provide access to the dwelling units for the performance of the work.
18. **DISPUTES** - This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the 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.
19. **CONFLICT OF INTEREST** - No member of the governing body of the City of Columbia and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall also take appropriate steps to assure compliance.
20. **COPYRIGHT** - No report, maps or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.
21. **AUDITS AND INSPECTIONS** - The City of Columbia and Housing and Urban Development (HUD) or their delegates shall have the right to review and monitor the

financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and this Contract, by whatever legal and reasonable means are deemed expedient by the City of Columbia and HUD.

22. **RELATIONSHIP** - The relationship of the Contractor to the City of Columbia shall be that of an independent Contractor rendering professional services. The Contractor shall have no authority to execute Contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between City of Columbia and the Contractor.
23. **PERSONNEL** - The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform under this Contract and any associated Work Orders. Such personnel shall not be employees of or have any contractual relationship to City of Columbia.

All services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without prior written approval. Any work or services subcontracted hereunder shall be specified in written contract or Contract and shall be subject to each provision of this Contract and any associated Work Orders.

24. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract and associated Work Orders are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City of Columbia.

25. **INDEPENDENT CONTRACTOR** - Nothing contained in the Contract or Work Orders is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

26. **USE OF RECOVERED MATERIALS** - The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the IDC or associated Work Orders, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the Contract or Work Order performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

27. **OVERSIGHT** - The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

The Contractor shall be responsible for performance of all services required by the Contract and Work Orders. The Contractor does not act as the City's agent or employee.

28. **SUSPENSION AND DEBARMENT** - The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and

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12689, 2 CFR Part 180 (2 CFR §200.212). The Contract and all associated Work Orders are covered transactions for the purposes of CFR Part 180 and 2 CFR pt. 3000. As such the City is required to verify that none of the Contractor(s), its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

The Contractor must comply 2 CFR 180, sub-part C and 2 CFR Part 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Contract and any associated Work Orders is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub- part C in addition to remedies available to the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub-part C during the duration of the project and throughout the period of any Contract or Work Order that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Contractor shall notify the City if the firm or subcontractor becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the section entitled TERMINATION OF CONTRACT/WORK ORDER.

29. **CONFIDENTIALITY** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under the Contract and Work

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Order are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

30. **INTEREST OF CONTRACTOR** - The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract or Work Order or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Contract or Work Order no person having such interest shall be employed.

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

31. **MISCELLANEOUS**

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract or Work Order, the Contractor 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 the Contract or Work Order, if any, shall not be construed against the City.

- C. The Contract and Work Order shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Contract and Work Order. The Contractor 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 the Contract and Work Orders and the performance thereof. The City may seek attorney's fees and the Contractor 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 Contractor.
- D. The City may, in its discretion, amend the Contract or Work Orders to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Contract or Work Orders, such modifications will be incorporated only by written amendment signed by both parties.
- E. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- F. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- G. The Contractor acknowledges, for itself and its Subcontractors, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code

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of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

- H. This Contract shall be binding upon the Contractor and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- I. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- J. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors, and Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
- K. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

The Contract and Work Orders represent the entire Contract between the City and the Contractor and supersede all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract and Work Orders at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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This Contract is subject to City Council approval.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness	Teresa Wilson, City Manager	Date: _____
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ABS Environmental, Inc.		
Print: Name/Title	Signature	Date: _____

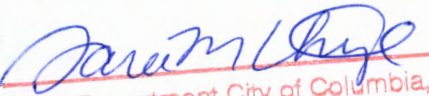
Recommended by:

Gloria Saeed, Director of Community Development

Melissa S. Gentry, P.E., Assistant City Manager

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

APPROVED AS TO FORM



Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Work Order (Sample)

Exhibit B – Invoicing Procedure

Exhibit C – Prompt Payment Affidavit

Exhibit D – Business Information Statement (for Prime)

Exhibit E – HUD General Provisions

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Exhibit A (Sample)

WORK ORDER

Work Order Number: _____

This Work Order to the Indefinite Delivery Contract (RFP008-19-20-SSL) between the City of Columbia and Crossroads Environmental, LLC, for Environmental Monitoring, Testing and Clearance Services (RFP008-19-20-SSL), dated _____ (Contract) provides for the following Contracting services:

Scope of Work:

Schedule:

Compensation:

Compensation for the services as specified within the general scope of the Indefinite Delivery Contract referencing RFP008-19-20-SSL will be identified below and will be within the maximum Contract value of \$750,000.00.

Limitation of Funds

Funding for this Contract is subject to the following terms and will be included at the applicable level in each Work Order:

- a). The parties estimate that performance of this Contract will be addressed in Work Order(s).
- b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, inclusive of any fee. The Contractor agrees to perform, or have performed, work under the terms of the Work Order up to the point that the total amount paid and payable by the City under the Work Order, but does not exceed the total amount of the Contract.
- c). The Contractor shall notify the City's Project Manager and Contracts Administrator in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of

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Services.

d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Contractor's written request the Purchasing Agent, or his/her designee, will terminate the Work Order on such date in accordance with the provisions of the Termination clause as outlined herein.

e). If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Purchasing Agent, or his/her designee, may terminate this Contract on that later date.

f). Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause

1. The City is not obligated to reimburse the Contractor for costs incurred in excess of the amounts specified in the individual Work Orders and the aggregate total of all executed Work Orders shall not exceed _____, and no/100 Dollars (\$ _____ .00); and

2. The Contractor is obligated to continue performance under this Contract and any approved Work Order (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the Contract and within the amount allocated by the City for such items and/or services.

g). No notice, communication, or representation in any form other than by Modification or Amendment of the Contract or authorization to proceed from the Purchasing Agent, or his/her designee, shall affect the amount allocated by the City within this Contract.

In the absence of the specified notice, the City is not obligated to reimburse the Contractor for any costs in excess of the total amount allocated.

h). When and to the extent that the amount allocated by the City in the Contract and/or any approved Work Order is increased, any costs the Contractor incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.

i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in the Contract and/or any approved Work Order unless they contain a statement increasing the amount allocated.

j). Nothing in this clause shall affect the rights of the City to terminate this Contract. If this Contract is terminated, the City and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the terms of the Contract, based upon the share of costs incurred by the parties.

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

- _____ 1. A lump sum fee of _____.
- _____ 2. On an hourly rate basis in accordance with the Hourly Rate Schedule specified in Exhibit H to the Contract.

Summary of Compensation:

Total of Previous Work Orders:

\$ _____

This Work Order:

\$ -

Total Approved Compensation to Date:

\$ -

Approval of Work Order:

CITY OF COLUMBIA

Crossroads Environmental, LLC

By: _____
 Title: Director of Community Development

By: _____
 Title: _____

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Invoicing Procedure: Exhibit B

1. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project.
2. Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted.
3. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s).
4. Each invoice must clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors.
5. Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing.
6. The City will not pay interest or penalty on any past due amount.
7. The City's Project Manager or his/her designee must review all invoices prior to payment.
8. The Contractor's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Contractor's invoice.
9. The work completed on the Contractor's project schedule must be the basis for full or a percentage of payment for work completed on the Contractor's invoice.
10. The Contractor will not request payment for taxes on professional services, labor or installation fees.
11. The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
12. The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
13. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Contractor's invoice.
14. The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
15. The Contractor shall submit receipts for all actual expenses.

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16. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Contract. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Contract.). Travel expenses apply only if applicable and approved by the City.
17. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
18. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
19. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
20. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
21. The Contractor shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.
22. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit Exhibit C)
 - a) The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 - b) In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the City of Columbia Project Manager or his/her designee, satisfactorily completed its portion of the Work.

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- c) A delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the City's Project Manager or his/her designee.
- d) The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
- e) The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
- f) Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

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EXHIBIT C - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

1. ___ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.

2. ___ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)

3. ___ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.

4. ___ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.

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

Company Name

Signature

Print Name

Date: _____

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

Notary Public

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Exhibit D – Business Information Statement (for Prime)

APPENDIX F — BUSINESS INFORMATION STATEMENT (FOR PRIME)

PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: ABS Environmental, Inc.

Headquarters Address: 1416 Chapin Road
Chapin, SC 29036

Local Office Address,
 if applicable: _____

Phone No.: 803-345-3833 Fax No.: 803-345-2823

Email address: lcapell@absenv.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 81-4703634

DUNS Number: 081245640

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes ☐ or No ☒

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes ☐ or No ☒

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.

Environmental Monitoring and Clearing Services

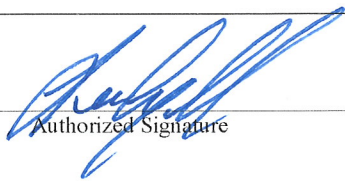
Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: Lee Capell, President

Phone Number: 803-345-3833

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Form Completed by: _____


Authorized Signature

November 20, 2019

Date

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Exhibit E – HUD General Provisions

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community

Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The

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Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

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v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

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The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the

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situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing *an equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

ABS Environmental, Inc.

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19. Copeland "Anti-Kickback" Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality

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as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for

ABS Environmental, Inc.

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or

through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ABS Environmental, Inc.

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a

ABS Environmental, Inc.

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air

Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the

ABS Environmental, Inc.

RFP008-19-20-SSL Environmental Monitoring, Testing and Clearance Services IDC

Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Bradshaw Consulting Services, Inc.

Please remit payment to:

2170 Woodside Executive Ct.
 Aiken, SC 29803
 TEL: 803.641.0960
 FAX: 803.641.1919

INVOICE**INVOICE NUMBER: 8410****INVOICE DATE: 9/5/2019****CUSTOMER BILL TO:**

City of Columbia
 Attn: Accounting Dept.
 PO Box 147
 Columbia, SC 29217
 AccountsPayable@columbiasc.net

CUSTOMER SHIP TO:

City of Columbia
 Police Department
 #1 Justice Square
 Columbia, SC 29201
 Ref.: PO# TBA

CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 60	ETB	11/4/2019	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
		Annual + Pro-rated MARVLIS Maintenance to cover renewal service period: 11/2/2019 - 11/1/2020				
75	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 137991		7.1296	12 months	6,331.00
75	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 137991		16.3910	12 months	15,194.37
35	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# 142367		6.6306	12 months	2,954.43
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 142367		15.9135	12 months	7,090.71
22	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P145930		6.7090	12 months	1,879.05
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Bradshaw Consulting Services, Inc.

Please remit payment to:

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 TEL: 803.641.0960
 FAX: 803.641.1919

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 60	ETB	11/4/2019	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
22	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P145930		16.3909	12 months	4,590.74
3	MARVLIS Maint...	MARVLIS Software Maintenance: Esri Runtime Software Ref. PO# P147778		6.4375	12 months	245.87
3	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P147778		15.45	12 months	590.08
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Runtime Software Re. PO# 147999		6.4375	12 months	2,704.51
33	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147999		15.45	12 months	6,490.80
<i>Please make all checks payable to BCS.</i>					<u>TOTAL:</u>	

Bradshaw Consulting Services, Inc.

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 60	ETB	11/4/2019	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P148240		6.4375	12 months	327.82
4	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P148240		15.45	12 months	786.77
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P147744		6.4375	12 months	163.91
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# 147744		15.45	12 months	393.39
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Esri Runtime Software Ref. PO# P111702		6.6306	12 months	2,954.46
35	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702		12.3771	12 months	5,515.00
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Bradshaw Consulting Services, Inc.

Please remit payment to:

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 60	ETB	11/4/2019	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS AVL Secondary Server Ref.: PO# 111702		212.18	12 months	5,402.45
14	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client w/ Esri Runtimes Ref. PO# 158763		21.8875	12 months	3,787.42
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P111702 Pro-rated Period: 1/1/2020 - 11/1/2020 (295 days)		.7196	297 days	427.44
26	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169080 Pro-rated Period: 1/18/2020 - 11/1/2020 (289 days)		.7196	289 days	5,407.08
Please make all checks payable to BCS.					<u>TOTAL:</u>	

Bradshaw Consulting Services, Inc.

Please remit payment to:

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 FAX: 803.641.1919

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CUST P.O. NUMBER		TERMS	SALESPERSON	DUE DATE	SHIP VIA	BCS Cust. #
TBA		Net 60	ETB	11/4/2019	Service	E-0014
Qty.	ITEM	DESCRIPTION		MAINT/Month ...	Months Due	AMOUNT
2	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P169489 Pro-rated Period: 2/12/2020 - 11/1/2020 (264 days)		.7196	264	379.95
1	MARVLIS Maint...	MARVLIS Software Maintenance: MARVLIS Client Ref. PO# P170603 Pro-rated Period: 5/8/2020 - 11/1/2020 (179 days) Please Note: BCS has been able to maintain fixed maintenance cost for many years but, because of increasing cost of doing business, we have recently had to institute a policy of increasing software maintenance prices by 3% a year. Current annual billings reflect this increase. Please note, each annual renewal year billing hereafter, will then also increase by 3%.		.7196	179	128.81
Please make all checks payable to BCS.					<u>TOTAL:</u> \$73,746.06	



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-387027

Date: October 8, 2019

Customer # 22711 Contract # ENTERPRISE AGREEMENT

City of Columbia
IT
1136 Washington St
Columbia, SC 29201-3215

ATTENTION: Sung-Jun Kim
PHONE: (803) 545-3266
EMAIL: sungjun.kim@columbiasc.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/27/2019 To: 12/26/2019

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$75,000.00	\$75,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 2	\$87,500.00	\$87,500.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 3	\$100,000.00	\$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$262,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$262,500.00

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Blake Pierson	Email: bpierson@esri.com	Phone: (909) 793-2853 x8628
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

PIERSONB

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 10 Insights for ArcGIS for use with ArcGIS Enterprise
 10 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Columbia, SC
(Customer)
By: 
Authorized Signature
Printed Name: Teresa Wilson
Title: City Manager
Date: 10-11-2019

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Postal Code: _____ E-mail: _____
Country: _____
Quotation Number (if applicable): _____

APPROVED AS TO FORM

 10/15/19
Legal Department City of Columbia, SC

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier-1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Master Agreement Product and Services



Revised 9/26/19
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.

- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the

Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

a. Customer may

1. Install, access, or store Software and Data on electronic storage device(s);
2. Make archival copies and routine computer backups;
3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
4. Move Software in the licensed configuration to a replacement computer;
5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

- c. Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. **Business Listing Data.** Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. **Street Data.** Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. **Business Analyst Data.** Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. **Partial Dataset Licenses:** If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Invention(s)" means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. "Inventor(s)" means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. "Professional Service Package(s)" means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total

labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. For Time and Materials Task Orders

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Esri Managed Cloud Services Environment" means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. "Hosting" means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source

code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- f. **"Strategic Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Strategic Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Strategic Advisor.** Customer will receive up to the number of Strategic Advisor hours ordered. Customer may elect to retain additional Strategic Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
 Address: _____
 City, State, ZIP: _____
 Email: _____
 Telephone: _____
 Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Strategic Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Strategic Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Strategic Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specification or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product Improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

**ATTACHMENT C
SAMPLE TASK ORDER**

Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Project Manager: *[insert name, telephone, fax, and email address]*
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: *[sample only—do not sign]*

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: *[sample only—do not sign]*

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

V015483



prepay

Invoice

 Invoice No
255816

 Date
10/23/2019

 Page
1 of 4

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com


 Bill To
City of Columbia, SC
Accounts Payable
PO Box 147
COLUMBIA SC 29217
United States

 Ship To
City of Columbia, SC
1737 Main Street
COLUMBIA SC 29201
United States

RH 11-4

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/22/2019

Description	Units	Rate	Extended
Contract No. 120714			
1 ONESolution Applicant Online - Annual Maintenance Fee OS - Applicant OnLine Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$3,715.98	\$3,715.98
Contract No. 101403			
2 ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$4,232.08	\$4,232.08
3 ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
Contract No. COLUMBIA-1			
4 ONESolution Cash Receipts - Annual Maintenance Fee OS - Central Cashiering Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
5 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$189,511.71	\$189,511.71
6 ONESolution Bid Online - Annual Maintenance Fee OS - Bid Online Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
7 ONESolution Hassle Free Support Annual Maintenance Fee - Annual Maintenance Fee OS - Hassle Free Support Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
8 ONESolution Documents Online - Annual Maintenance Fee OS - Documents On-Line Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
9 ONESolution Click, Drag, and Drill - Annual Maintenance Fee OS - Click, Drag, & Drill (Report Writer) Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00



Invoice

<i>Invoice No</i> 255816	<i>Date</i> 10/23/2019	<i>Page</i> 2 of 4
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Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
City of Columbia, SC
Accounts Payable
PO Box 147
COLUMBIA SC 29217
United States

Ship To
City of Columbia, SC
1737 Main Street
COLUMBIA SC 29201
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
5897LG	City of Columbia, SC		USD	Net 30	11/22/2019

	Description	Units	Rate	Extended
10	ONESolution Finance Work Orders - Annual Maintenance Fee OS - Work Order Management Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
11	ONESolution Grants Management - Annual Maintenance Fee OS - Grant Management Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
12	ONESolution Employee Online - Annual Maintenance Fee OS - Employee Online Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
13	ONESolution Bid and Quote Management - Annual Maintenance Fee OS - Bid & Quote Management Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
14	ONESolution Contract Management - Annual Maintenance Fee OS - Contract Management Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
15	ONESolution Project Allocation - Annual Maintenance Fee OS - Project Allocation Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
16	ONESolution Position Budgeting - Annual Maintenance Fee OS - Position Budgeting Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
17	ONESolution Human Resources - Annual Maintenance Fee OS - Human Resources Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
18	ONESolution General Ledger - Annual Maintenance Fee OS - General Ledger Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
19	ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00



Invoice

<i>Invoice No</i> 255816	<i>Date</i> 10/23/2019	<i>Page</i> 3 of 4
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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
5897LG	City of Columbia, SC		USD	Net 30	11/22/2019

	Description	Units	Rate	Extended
20	ONESolution Finance Other - Annual Maintenance Fee OS - GUI Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
21	ONESolution Easy Laser Forms - Annual Maintenance Fee OS - Easy Laser Forms Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
22	ONESolution Stores Inventory - Annual Maintenance Fee OS - Stores Inventory Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
23	ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
24	ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
25	ONESolution Budgeting w/ Budget Item Detail - Annual Maintenance Fee OS - Budget Item Detail Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
26	ONESolution Job/Project Ledger - Annual Maintenance Fee OS - Job Project Ledger Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
27	ONESolution Person/Entity - Annual Maintenance Fee OS - Person/Entity Database Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
28	ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00
29	ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00



Invoice

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 Toll free 800-727-8088

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Invoice No	Date	Page
255816	10/23/2019	4 of 4

Bill To
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 PO Box 147
 COLUMBIA SC 29217
 United States

Ship To
 City of Columbia, SC
 1737 Main Street
 COLUMBIA SC 29201
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/22/2019

Description	Units	Rate	Extended
30 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable/Encumbrances Maintenance: Start:12/1/2019, End: 11/30/2020	1	\$0.00	\$0.00

Please include invoice number(s) on your remittance advice,
 made payable to Superior, LLC
 ACH / EFT:
 Routing Number 0710-000-39
 Account Number 81880-15335
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$197,459.77
Tax	\$15,796.78
Invoice Total	\$213,256.55
Payments Applied	\$0.00
Balance Due	\$213,256.55



Invoice

Superion, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746
 www.centalsquare.com
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Invoice No 255863 Date 10/23/2019 Page 1 of 1

Bill To
 City of Columbia, SC
 Accounts Payable
 PO Box 147
 COLUMBIA SC 29217
 United States

Ship To
 City of Columbia, SC
 1737 Main Street
 COLUMBIA SC 29201
 United States

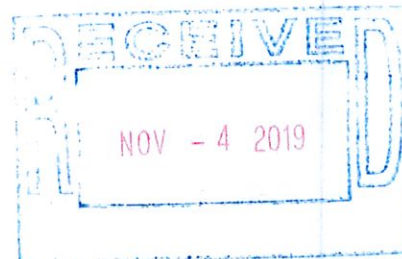
Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5897LG	City of Columbia, SC		USD	Net 30	11/22/2019

Description	Units	Rate	Extended
Contract No. 18375			
1 ONESolution Financials Core-IFAS - Annual Maintenance Fee ONESolution Financials Core - IFAS Maintenance: Start: 12/1/2019, End: 11/30/2020	1	\$2,335.61	\$2,335.61

Please include invoice number(s) on your remittance advice,
 made payable to Superion, LLC
 ACH / EFT:
 Routing Number 0710-000-39
 Account Number 81880-15335
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$2,335.61
Tax	\$186.85
Invoice Total	\$2,522.46
Payments Applied	\$0.00
Balance Due	\$2,522.46



PROFESSIONAL SERVICES AGREEMENT
Employer-sponsored Health Clinic

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of January, 2020 (the "Effective Date"), by and between Doctors Care, P.A., a South Carolina licensed physician practice, ("Contractor") and City of Columbia ("Purchaser"), each a "Party" and together the "Parties."

RECITALS

Whereas, Purchaser is a municipality in South Carolina with a workforce of 3,000 employees, and from time to time such employees require professional medical care;

Whereas, Purchaser desires to make available certain health care opportunities (as more specifically described on Exhibit A, the "Services") to (i) its employees and their dependents who receive primary benefits under Purchaser's health plan (the "Covered Individuals"), and (ii) its employees requiring certain Occupational Health Services which are a subset of the Services and described in Exhibit A, at the Purchaser's location at 2012 Harden Street, Suites 110 and 112, Columbia, SC 29204 (the "Site");

Whereas, Contractor is a Professional Association that employs and contracts with physicians, physician extenders (nurse practitioners, physician assistants), nurses, and other professional medical staff duly licensed or otherwise qualified to provide the Services; and

Whereas, Purchaser desires to contract with Contractor for Contractor to provide Services at the Site as more specifically described herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby recognized by the Parties, the Parties agree as follows:

I. OPERATION OF A MEDICAL CLINIC

- A. Purchaser will make available a secure medical clinic to provide the Services (the "Medical Clinic").
- B. Contractor will provide professional medical staffing (the "Contracted Medical Team" made up of individual "Contracted Medical Staff") and administrative services necessary to provide the Services as more specifically described in this Agreement
- C. Nothing in this Agreement shall be interpreted as authority or permission for Purchaser to interfere with or influence the independent medical judgment of any member of the Contracted Medical Team.

II. DUTIES OF PURCHASER

- A. Purchaser shall arrange for the provision of an appropriately upfitted and equipped space (the "Clinic Space") for Contractor to use in performing this Agreement.
- B. Purchaser shall ensure that the Clinic Space is provided with janitorial services, internet connection and other IT support, sewage and sanitary services, security, maintenance, utilities, disposal of bio-hazardous waste, and related items reasonably necessary for the provision of Services at the Site.

- C. Purchaser shall provide Contractor with current information regarding Covered Individuals and shall ensure that employees who are not Covered Individuals do not seek or receive Services, other than Occupational Health Services, from Contracted Medical Staff at the Site.

III. STAFFING AND PROVISION OF PROFESSIONAL MEDICAL SERVICES

- A. Contractor shall provide appropriate Contracted Medical Staff according to the schedule set forth on Exhibit B, attached hereto and incorporated herein by reference. Contractor is solely responsible for the terms and conditions of its engagement of the Contracted Medical Team and for the payment of compensation to the Contracted Medical Team.
- B. Contractor shall provide appropriate medical supplies, testing materials, laboratory materials, legend and non-legend pharmaceuticals, and other materials as may be reasonably required to provide the Services.
- C. Contractor shall notify Purchaser immediately of any damage to the Clinic, necessary repairs or maintenance to the premises, other concerns with the physical condition, security or safety of the property, or any issue which may prohibit or interfere with Contractor's provision of Services or which Contractor believes may represent a potential health, security or safety risk to persons at the Clinic.
- D. Contractor shall ensure all Services being provided are provided in accordance within the Clinical Personnel's scope of practice, applicable ethical codes, and the generally recognized standards of the medical community.

IV. COMPENSATION FOR SERVICES

Purchaser shall compensate Contractor for the Services pursuant to Exhibit C, attached hereto and incorporated herein by reference.

- A. Contractor accepts and assumes the responsibility for paying any and all taxes arising from Contractor's compensation received under this Agreement.
- B. Contractor shall not bill any Covered Individual or other third-party, whether federal, governmental, or private, for Services performed hereunder, nor shall Contractor allow any member of the Contracted Medical Staff to do so. Amounts paid by Purchaser to Contractor pursuant to Exhibit C shall be the sole and exclusive compensation to be paid to Contractor for the provision of the Services at the Site. Nothing herein, however, shall be interpreted to prevent Contractor or any member of the Contracted Medical Team from billing and collecting for medical services provided to any Covered Individual or employee of Purchaser at any location other than the Site.
- C. The Parties agree that Contractor has established the composition of its Contracted Medical Team based upon current numbers of Covered Individuals and representations by Purchaser of projected utilization of the Medical Clinic. If (a) an increase in requested Services imposes greater duties or obligations on Contractor than presently contemplated by the Parties, or (b) the number of Covered Individuals increases by ten percent (10%) or more, the Clinic Fee shall be renegotiated. Changes to the Clinic Fee pursuant to section (a) shall be effective as of the date of the modification of the Plan of Benefits if required, and if not required or for changes pursuant to section (b), on the date of mutual agreement by the Parties.

V. MEDICAL RECORDS

Contractor shall complete, in a timely manner, medical records that are adequate, accurate, complete, and legible with respect to Services rendered.

- A. Medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996 along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be available for review by Purchaser. Purchaser shall not have any right to review or access such Protected Health Information except as provided by law or by consent of the patient.
- B. Contractor and Purchaser agree to reasonably cooperate with one another to implement procedures to ensure that Purchaser and its employees, contractors, and other agents do not have any access to (i) any PHI pertaining to any Covered Individual, regardless of the medium or manner in which the PHI is maintained by Contractor, and including without limitation any access to any clinical laboratory or pharmacy PHI, and (ii) any portion of the Site used by Contractor to store patient medical records, Protected Health Information, prescription medications, or other items which must be under the sole control of Contractor at all times in accordance with applicable law. The Parties hereto agree that Purchaser shall be solely responsible for Purchaser's compliance with all applicable law governing the employment records of Purchaser's employees, all of which shall be maintained by Purchaser, separate and apart from the PHI that is maintained by Contractor as described herein.
- C. All medical records are and shall remain the property of Contractor. Upon termination of this Agreement, Purchaser shall cooperate with Contractor in the removal by or delivery to Contractor of any records, equipment, or property belonging to Contractor from the Site.
- D. In compliance with HIPAA, Contractor shall:
 - i. implement appropriate measures designed to ensure the security, integrity, and confidentiality of PHI;
 - ii. protect PHI against any known or anticipated threats or hazards to the security or integrity of such information;
 - iii. protect against unauthorized access to, or use of, PHI that could result in harm to any Individual;
 - iv. cause any other party to whom Contractor may provide access or disclose Personal Information to implement appropriate measures designed to meet the objectives set forth in this Article V; and
 - v. promptly notify Purchaser in writing in the event of any situation which results in the breach of PHI (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.).
- E. The requirements of this Article survive termination of the Agreement.

VI. INSURANCE

- A. Purchaser shall maintain in place during the Term of this Agreement a policy of comprehensive general liability insurance, or self-insurance satisfactory to Contractor, with broad form property damage endorsement and personal injury coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident and in the aggregate, with respect to personal injury, death, or damage to property, including the Clinic Space.

- B. Contractor shall ensure that, during the term of this Agreement, including any renewal period(s), all Contracted Medical Staff providing Services pursuant to this Agreement are insured by a professional liability policy with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If at any time, the insurance procured pursuant to this requirement is provided on a "claims made" basis and the insurance is not renewed at the end of the policy term or if such "claims made" insurance is terminated for any reason, Doctors Care P.A. shall procure optional extension period coverage ("tail coverage") to assure that insurance coverage in the required amounts is maintained for claims made at any time which are related to an occurrence during the term of this Agreement. The requirements of this Paragraph VI.B shall survive termination of this Agreement.
- C. Contractor shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Agreement.

VII. **INDEMNITY**

Each Party agrees to and does hereby assume sole responsibility for its own acts and omissions with respect to third parties which give rise to any claim arising out of this Agreement.

VIII. **TERM AND TERMINATION**

- A. **Term.** This Agreement will be effective for a term of three (3) years from the Effective Date unless otherwise terminated pursuant to this Agreement (the "Term"). The periods from January 1 to December 31 each year shall be referred to as an "Annual Period."
- B. **Termination for Cause.** This Agreement may be terminated by either Party upon ten (10) business days' written notice for Cause. As used herein "Cause" shall mean: breach by the other Party of any obligation or ongoing covenant in this Agreement which is not cured to the satisfaction of the non-breaching Party within thirty (30) days written notice from the non-breaching party to the breaching part of the occurrence of the breach (a "Breach Notice").

IX. **INDEPENDENT CONTRACTOR**

Contractor and the Contracted Medical Team are performing the Services under this Agreement as independent contractors to Purchaser. Nothing contained within this Agreement shall constitute either Party acting as an employee, agent, partner, or joint venturer of the other Party. Purchaser shall have no right or authority, apparent or actual, to direct or influence the medical judgment of Contractor or the Contracted Medical Team in the provision of Services hereunder.

X. **REGULATORY MATTERS**

It is the intention of the Parties that the provisions of this Agreement shall comply with all applicable federal and state statutes and regulations, including, but not limited to, HIPAA, the Genetic Information Nondisclosure Act of 2008 ("GINA"), non-discrimination laws enforced by the EEOC and other federal and state agencies, and federal and State Anti-kickback Laws. In the event that any federal or state laws or regulations, now existing or enacted or promulgated after the Effective Date, are interpreted by judicial decision, by regulatory agency or legal counsel in such a manner as to indicate the terms of this Agreement may be in violation of such laws and regulations, the Parties shall attempt to amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the Parties. In the event that the Parties cannot agree in a reasonable period of time to amend the Agreement to bring it into compliance with such laws or regulations, then the Parties shall proceed to terminate this Agreement.

XI. CONFIDENTIALITY

All information which either Party provides to the other during the term of this Agreement shall be deemed "Confidential Information," except the following shall not be deemed Confidential Information: (i) any information which the disclosing Party has made available to the public; (ii) any information which was rightfully in a Party's possession or known by it prior to receipt from the other Party; (iii) any information which a Party has received from a party other than the other Party without the violation of a confidentiality obligation; and (iv) any information which a Party develops independently without use of the other Party's Confidential Information. The Parties shall use each other's Confidential Information only in the performance of this Agreement and shall not otherwise use or disclose such Confidential Information to any third parties, except, (i) to such Party's attorneys or auditors who have a need to know such information and who are bound by either professional and/or written confidentiality obligations consistent with the terms of this Agreement; (ii) as necessary to enforce or defend any claim related to this Agreement; or (iii) as may be required by law, rule, regulation, subpoena or other request to which a Party is legally obligated to respond, provided that the disclosing Party is given a reasonable opportunity to seek appropriate confidential treatment or a protective order for the Confidential Information. Each Party shall use reasonable precautions to protect the other Party's Confidential Information and employ at least those precautions that such Party employs to protect its own confidential or proprietary information of similar nature and importance.

XII. MISCELLANEOUS PROVISIONS

- A. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is delivered by hand or actually received, as evidenced by a national delivery service signed receipt or process server affidavit; or three days after it is mailed, postage prepaid return receipt requested, to the Party at the address listed below:

As to Contractor:	Doctors Care, PA 1818 Henderson Street Columbia, South Carolina 29201 Attention: Curtis Franke, MD
-------------------	---

As to Purchaser:	City of Columbia 1737 Main Street Columbia, South Carolina 29201
------------------	--

- B. Assignment. This Agreement is for professional services. Contractor may assign this Agreement to any successor in interest or affiliated entity to the extent permitted by applicable law. Purchaser may not assign its rights, duties, or obligations under this Agreement without the prior, written approval of Contractor.
- C. Entire Agreement. This Agreement, including any schedules or other attachments that are incorporated herein by reference, contains the entire agreement among the Parties as to its subject matter. This Agreement merges all prior discussions among the Parties and no Party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the Parties.
- D. Waiver. The failure of a Party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms

of this Agreement, either at the time of the Party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

- E. Governing Law. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of South Carolina.
- F. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.
- G. Binding Obligations. The rights and responsibilities of this Agreement shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- H. Amendment. Any amendment to this Agreement shall be effective only if in writing and duly executed by authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth hereinabove.

WITNESSES:

City of Columbia

By: _____

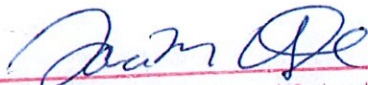
Its: _____

Doctors Care, P.A.

By: _____

Its: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

EXHIBIT A**SERVICES****Services to be provided to****Covered Individuals only:**

Annual Physicals
 Biometric Screening
 Strep Throat (rapid strep test)
 Flu (vaccinations and tests)
 Pregnancy tests (kit tests)
 Cough, cold, sore throat, fever
 Painful sinuses and ear infections
 Headaches and migraines
 Stomach Problems
 High Blood Pressure
 High cholesterol
 Arthritis
 Diabetes management
 Allergies and Rashes
 Urinary conditions
 Insect Bites
 Respiratory infections such as bronchitis
 Lacerations and bruises
 Work-related injuries
 Allergic reaction
 Bronchitis
 Nose bleed
 Urinary infection
 Burns
 Mild burns
 Minor cuts, punctures, and other wounds
 Strains and sprains

Occupational Health Services
available to all employees as needed

- Recruit physical – non-public safety
- Complete physical – public safety
- Physical – DOT
- EKG
- Pulmonary Function Test
- Vision Test
- Vital Signs
- Optional spirometry or audiogram

EXHIBIT B**SCHEDULING**

1. The Contracted Medical Team provided by Contractor to staff the Clinic shall consist of a physician assistant and a physician.
2. Services shall be offered at the Site Monday through Friday, from 7 a.m. until 5 p.m.

EXHIBIT C
COMPENSATION

1. Compensation for the provision of Services shall be as follows:

<u>Component</u>	<u>Billing Cycle</u>	<u>Fee</u>
Clinic Fee (including but not limited to Contracted Medical Team compensation and administrative services)	Monthly	\$62,907.86 per month Annual Period 1 \$66,053.26 per month Annual Period 2 \$69,355.92 per month Annual Period 3
Pharmacy Fee for legend and non-legend pharmaceuticals dispensed at Site	Monthly	Based on items dispensed per month
Supply Fee for consumables utilized at Site (including but not limited to injections, vaccines, gloves, hand sanitizer, first aid supplies, general supplies)	Monthly	Based on costs incurred per month
Laboratory Fee for laboratory tests that are sent to off-site contracted lab for analysis	Monthly	Based on tests ordered per month
City Clinic Wellness Coordinator	Monthly	\$6,125.00 per month Annual Period 1 \$6,431.25 per month Annual Period 2 \$6,752.81 per month Annual Period 3

2. The compensation paid to Contractor is intended to reflect fair market value for the Services provided pursuant to this Agreement.
3. Within fifteen (15) days of the end of each calendar month, Contractor shall submit an invoice or amounts due under this Agreement. Purchaser shall compensate Contractor for the Services no later than the fifteenth (15th) day after the receipt of the invoice.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/24/2019

Quote ID 9051

Mr. Heather Burgess

Columbia Water
Wastewater Management
PO BOX 29217
Columbia, SC 29217

Dear Ms. Burgess,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

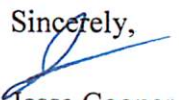
One (1) New/Unused (2019 ISUZU NPR HD 14,500 GVWR with 12' Flatbed with Pressure Washer Body) Provided by Mr. Steve Gardner with Shealy Truck Center each for:

	One Unit (1)
Sub Total	\$ 61,043.00
Tax	\$ 500.00
Ext Warty 5yr/120K	\$ 400.00
Total	\$ 61,943.00

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,


Jesse Cooper

National Fleet Manager

Jcooper@Nationalautofleetgroup.com

Office (855) 289-6572

Fax (831) 480-8497



LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

P.O. BOX 26, 1300 BLUFF R.D.

COLUMBIA, SOUTH CAROLINA 29202

PHONE# 803-799-7860 FAX 803-765-0535

TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact:

Marlon Epps

Quote # GS-10172019-M

Date: 10/17/2019

Phone # 803-331-3015

Fax#

PRICING:

City of Columbia

(South Carolina State Contract for Flat Bed Bodies Number #4400019820)

Furnish and install Knapheide model PVMXS-123C, 12' body to State Contract specifications.	\$	3,620.00
Add Options:		
48"X18"X18" Tool box installed on curb side top of body & 40" stake side on street side.	\$	990.00
1-36"X18"X18" underbody tool box installed on curb side.	\$	450.00
12,000# Receiver hitch, ICC bumper, 7-way plug and back up alarm installed.	\$	485.00
LED Amber flashing strobe light installed on headboard.	\$	325.00
4-Corner LED strobe light system installed (B12-AW) 2-in truck grill and 2-on rear of body.	\$	685.00
Fabricate 12" rear step bumper with grab handle.	\$	425.00
Stryker LED GoLight installed on curb side of headboard (includes light diffuser).	\$	595.00
EST Hot water pressure washer skid system to include:		
5gpm @ 3500psi system with electric start.		
335gal water tank with auto fill valve and strainer.		
150' Hose reel with guide roller.		
Completely installed.	\$	16,985.00

All items completely installed, Painted and ready to go. FOB Lee Transport, Columbia.

Price good for 30 days.

Tax not Inc.

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability Insurance carried.

Chassis: Isuzu 14,500 GVWR C/A 84" Paint: White

Other Data:

Price: \$ 24,560.00

Special Discount: \$ -

Net Price: \$ 24,560.00

Local Option Tax: \$ -

State Sales Tax:

Total Price: \$ 24,560.00

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

Greg L Stowers



SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

NPR HD Gas FE1



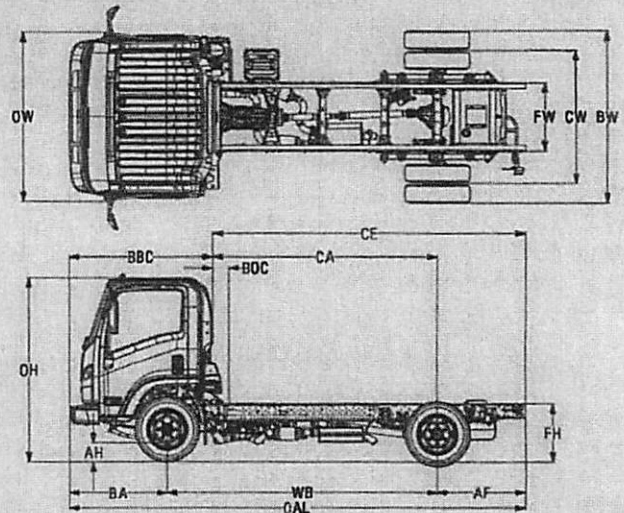
Current report content is based on data as of 2019-10-24 06:54:52. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.

NPR-HD GAS

STANDARD CAB



GVWR/GCWR	14,500/20,500 lbs.
BODY/PAYLOAD ALLOWANCE	8,977 - 9,174 lbs.
GAWR	
Front	6,630 lbs.
Rear	11,020 lbs.
FRONT AXLE CAPACITY	6,830 lbs.
REAR AXLE CAPACITY	11,020 lbs.
Ratio	4.300
SUSPENSION F/R SPRINGS	Tapered/Multi-Leaf
Capacity	8,440/12,900 lbs.
FRAME	
Section Modulus	7.20 in. ³
Resistance Bending Moment	316,800 lb.-in.
SERVICE BRAKES	Vacuum/Hydraulic with
Front/Rear	4-Channel ABS Disc/Drum
TRANSMISSION	6L90 6-speed auto. with
	double overdrive and
	lock-up converter
ENGINE	GMPT L96 (Gen IV) V8 Vortec
	6000 (Optional: KL8 - Alternative
	Fuel Capable Engine)
Displacement	6.0L (365 in. ³)
Engine Power	297 hp @ 4,300 rpm
Engine Torque	372 lb.-ft. @ 4,000 rpm
LIMITED SLIP DIFFERENTIAL	Optional
ALTERNATOR	145-amp
BATTERIES	1 Maintenance-Free
	750-CCA
TIRES LRR (Low Rolling Resistance)	225/70R19.5F/G (12/14-pr)
	Standard
STEERING	Integral Hydraulic Power
STEERING COLUMN	Tilt and Telescopic
FUEL TANK	
Standard	30 gal. in-frame



NPR-HD GAS

Wheelbase (in.)	Cab to	Cab to End	Back of	Overall	Overall	Axle	Overall	Body
	Axle (in.)	of Frame (in.)	Cab (in.)	Length (in.)	Width (in.)	Width (in.)	Height (in.)	Length (in.)
109.0	86.5	129.6	6.5	209.5	81.3	65.6	91.1	13.12
122.5	110.0	153.1	6.5	224.0	81.3	65.6	91.1	14
150.0	127.5	170.6	6.5	241.5	81.3	65.6	91.1	16.18
176.0	153.5	196.6	6.5	267.5	81.3	65.6	91.1	18.20



ISUZU
TRUCK

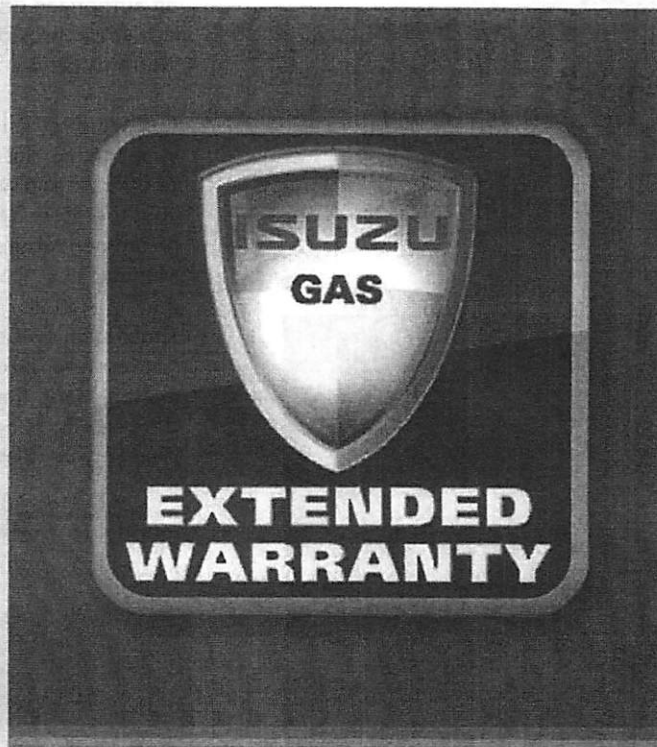
EXTENDED WARRANTY

N-SERIES GAS

ROADSIDE ASSISTANCE

Isuzu N-Series Gas trucks are built to be the highest quality, most reliable trucks in the industry. That's why we back them with one of the strongest roadside assistance programs ever offered for Medium Duty Trucks.

With ANY Isuzu vehicle warranty, if your Isuzu N-Series Gas truck experiences a mechanical breakdown anywhere in the United States, just call our 24-hour, toll-free number 866-441-9659 anytime day or night, 365 days a year. A service vehicle will be dispatched to provide minor roadside repairs or tow your truck to the nearest Isuzu dealer for service.



ISUZU
TRUCK



ISUZUCV.COM

© 2019 ISUZU COMMERCIAL TRUCK OF AMERICA, INC.

TM 10237 (04/18)

EXTENDED WARRANTY

60/100,000 & 60/125,000

• ENGINE

Cylinder block, cylinder head, oil pan, oil cooler, thermostat housing, flywheel, intake manifolds, and the following internal parts: oil pump, pistons with rings, crankshaft and bearings, connecting rods and bearings, head bolts, cylinder head gasket, intake and exhaust valves, rocker arm assembly, camshaft and bearings.

• TRANSMISSION

Transmission case and all internal parts

• DRIVE AXLE

Differential, axle shafts, all seals and bearings.

• ROADSIDE ASSISTANCE



ISUZU EXTENDED WARRANTY COVERAGE

Isuzu is committed to assuring your satisfaction with your commercial truck. Your authorized Isuzu dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the standard and Extended Warranty period.

While any authorized Isuzu N-Series dealer can perform standard and Extended Warranty service, we recommend that you return to the dealership that sold you your vehicle because of their continued and personal interest in you. If you are traveling, move or did not obtain your truck from an authorized dealership, any authorized Isuzu dealer can provide standard and extended warranty service for you.

Considering the investment you have made in your commercial truck, we know you will want to operate and maintain it properly. We urge you, therefore, to follow the instructions and recommendations contained in your Owner's Manual.

Should you ever encounter a problem that is not resolved, talk to a member of dealer management. If a problem persists, follow the procedures outlined in your New Vehicle Warranty Booklet.

Warranty coverages are determined by the mileage of the vehicle and the number of months from delivery date, whichever comes first.



The warranty coverages are determined by the mileage of the vehicle and the number of years from the delivery date. See your authorized Isuzu dealer for warranty details.

**ASK YOUR DEALER FOR
INFORMATION ON**

**ISUZU'S SUPPORTING
PROGRAMS AND TOOLS**



**24 / 7 / 365
(866) 441-9659**

Roadside Assistance covers towing of Isuzu vehicles caused by warrantable defects. Roadside Assistance does not cover towing due to non-warranty issues (e.g., accidents or non-mechanical failures) or towing where winching is required. Roadside Assistance covers fuel and diesel exhaust fuel delivery (driver of truck must pay for fuel or diesel exhaust fluid).



© 2018 ISUZU COMMERCIAL TRUCK OF AMERICA, INC.



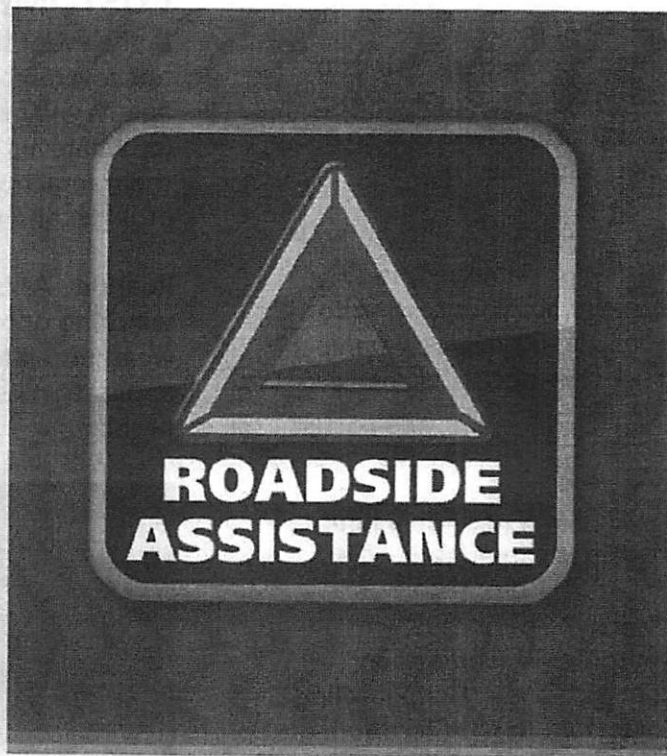
ISUZUCV.COM

TM 10242 (04/18)

**ISUZU
TRUCK**

ROADSIDE ASSISTANCE

**24 / 7 / 365
(866) 441-9659**



ROADSIDE ASSISTANCE... TO PROVIDE PEACE OF MIND

Roadside Assistance is standard for the first three years (unlimited miles) on N & F-Series Diesel trucks, and five years or 75,000 miles on Gas trucks, whichever comes first.

TOWS

Roadside Assistance provides towing to the nearest authorized Isuzu dealership if your truck cannot be driven due to a warrantable defect.

TIRES

In the event of flat or damaged tires, Roadside Assistance provides towing to the nearest authorized Isuzu dealership that carries truck tires or to a local tire store.

BATTERIES

Roadside Assistance will provide a jump start if your batteries should fail.

FUEL

Roadside Assistance will send a tow service provider with diesel fuel, gasoline or diesel exhaust fluid to your location. Owner will be responsible for the cost of the fuel or fluid.

LOCK OUT

Roadside Assistance will send a service provider to open your truck door if your keys are locked inside.

CUSTOMER PAY EVENTS

In the event that your service need is not covered by Roadside Assistance, our agents will be happy to coordinate a tow (or whatever is required), to help facilitate the transaction between the tow service provider and you.

Roadside Assistance does not cover winching or tows due to accidents, weather related issues, or body application issues such as lift gate problems.

**24 Hours A Day / 7 Days A Week /
365 Days A Year
(866) 441-9659**



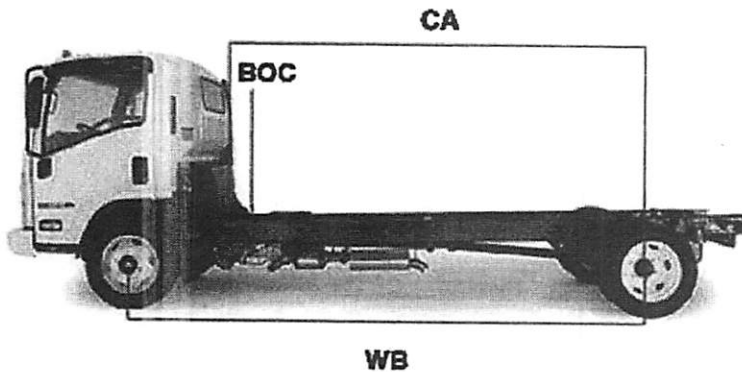


SHEALY ISUZU TRUCK SALES

Steven Gardner | 8037710176 Ext. 139 | sgardner@shealytruck.com

NPR HD Gas FE1 (2019 NPR-HD Gas Cab Chassis, FE1 109", 14,500 GVWR. White, Standard model specifications with power windows and door locks

Weight Distribution



Driver/Passenger Weight	350.0 lbs.
Wheelbase (WB)	109 inches
Cab to Axle(CA)	86.5 inches
Body Length	12 Feet
Body Weight	1,800.0 lbs.
Cab to Body (BOC)	6.5 inches

Weight (lbs.)	Front	Rear	Total
Chassis	3,430.00	1,896.00	5,326.00
Chassis Equipment	24.00	1.00	25.00
Subtotal	3,454.00	1,897.00	5,351.00
Driver/Passengers	350.00	0.00	350.00
Body/Body Equipment	132.11	1,667.89	1,800.00
Payload	0.00	0.00	0.00
Total	3,936.11	3,564.89	7,501.00
GAWR/GVWR	6,630.00	11,020.00	14,500.00
GCWR			20,500.00

Front %	Front Wt.	Rear %	Rear Wt.
52%	3,936.11 lbs.	48%	3,564.89 lbs.
GVWR	GVW	Remaining Payload Weight	
14,500.00 lbs.	7,501.00 lbs.	6,999.00 lbs.	

Chassis Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
04	White, Standard model specifications with power windows and door locks		0.00 lbs.	0.00 lbs.	0.00 lbs.
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab		19.00 lbs.	0.00 lbs.	19.00 lbs.
UZF	Back up alarm		0.00 lbs.	1.00 lbs.	1.00 lbs.
I4K	Keyless entry system including two keypads as standard		1.00 lbs.	0.00 lbs.	1.00 lbs.
I0W	Heated dual remote control mirrors (17" head)		4.00 lbs.	0.00 lbs.	4.00 lbs.

Driver/Passengers:

	Center of Gravity	Front Axle	Rear Axle	Total
Driver	front axle	350.00 lbs.	0.00 lbs.	350.0 lbs.

Body/Body Equipment:

Code	Item	Center of Gravity	Front Axle	Rear Axle	Total
	Body	8 Inches in front of the rear axle	132.11 lbs.	1,667.89 lbs.	1,800.00 lbs.

Current report content is based on data as of 2019-10-24 06:54:52. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



National Auto Fleet Group - Class 6, 7 & 8 Chassis

Class 6, 7 & 8 Chassis

#081716-NAF

Maturity Date: 11/15/2020

Products & Services

Products & Services

Sourcewell contract 081716-NAF gives access to the following types of goods and services:

- Models of Class 6, 7, and 8 Chassis
- Chevrolet
- Ford
- Crane Carrier
- Freightliner
- Peterbilt
- Volvo
- Kenworth
- Mack

Additional information can be found on the vendor-provided, nongovernment website at:
nationalautofleetgroup.com

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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National Auto Fleet Group - Class 6, 7 & 8 Chassis

Class 6, 7 & 8 Chassis

#081716-NAF

Maturity Date: 11/15/2020

[Print this page](#)

Contract Documents

Class 6, 7, and 8 Chassis With Related Equipment, Accessories, and Services

Contract #081716-NAF

Effective 11/15/2016 - 11/15/2020

Contract Documentation

- [Request for Proposal \(RFP\) \(628.37 KB\)](#)
- [Contract Forms \(2.21 MB\)](#)
- [Contract Acceptance & Award \(33.69 KB\)](#)

Competitive Solicitation Documentation

- Affidavit of Advertisement (1.35 MB)
- Proposal Opening Witness Page (779.89 KB)
- Proposal Evaluation (401.49 KB)
- Evaluation Committee Comment & Review (480.7 KB)

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QUOTE

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
City of Columbia
Marlon Epps

marlon.epps@columbiasc.gov

Estimate Number: 17906

Estimate Date: October 30, 2019

Expires On: January 31, 2020

Grand Total (USD): \$80,154.00

Items	Quantity	Price	Amount
Dodge Charger Police RWD State Contract: 4400022501 Dodge Charger Police RWD 3.6L Penstar V6 Five Speed Auto Stick Transmission Bluetooth Rear Camera Power Windows, Mirrors, and Door Locks Full Size Spare Tire Cloth Front Bucket Seats Vinyl Rear Seat Vinyl Flooring Driver's Side Spotlight 8 Keys and Fobs Exterior Vehicle Colors: White Knuckle	3	\$22,921.00	\$68,763.00
Dodge Charger V8/AWD Dodge Charger V8 Engine and All Wheel Drive Upgrade. (V8 only comes with AWD for 2020 Dodge Charger.)	3	\$2,997.00	\$8,991.00
Police Vehicle Up Fitting Fee Police Vehicle Up Fitting Fee	3	\$300.00	\$900.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	3	\$500.00	\$1,500.00
Total:			\$80,154.00
Grand Total (USD):			\$80,154.00

Ellicia Thompson, Procurement Manager
 Phone: (803) 737-0687
 Email: ethompson@mmo.sc.gov

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

Page: 2
 Date: 11/1/2019

LE-4: Law Enforcement, Pursuit-rated, RWD Sedan w/AWD option, Gasoline

<u>Contract Number:</u>	4400022501	<u>Contractor:</u>	Santee Automotive LLC
<u>Initial Contract Term:</u>	11/1/2019 - 10/31/2020	<u>Address:</u>	PO Box 5391 West Columbia, SC 29171
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000214142
<u>Order Cut Off Date:</u>	11/13/2019	<u>Contact:</u>	Scott Watford
<u>Model:</u>	Dodge Charger Pursuit	<u>Email:</u>	info@santeefleet.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	1-888-853-5338
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	1-888-853-5338

BASE PRICE **\$22,921.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

<i>Bluetooth/Hands Free Calling</i>	Factory Standard
<i>Center Console Upgrade from Police Interior Package</i>	\$338.00
<i>Engine Upgrade</i>	\$2,997.00
<i>Change to Carpet & Cloth Interior</i>	\$111.00
<i>Privacy Glass (State Standard Spec)</i>	\$117.00

Optional Deductions

<i>Driver-side Mounted Spotlight</i>	\$187.00
<i>Delivery Fee (Per Vehicle)</i>	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.50

[Return to Index](#)

WEST CHATHAM-LEXINGTON131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292**Quote**

17.c

PAYMENT REMITTANCE:**2208 Gamble Rd Savannah, GA 31405**

PHONE: (912) 234-2600

Customer No.: COLUMBIACITY

Quote No.: 7063

Quote To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203Ship To: **CITY OF COLUMBIA**FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
11/26/19	install	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		12/26/19
Quantity	Item Number	Description	Unit Price	Amount

3- 2020 DODGE CHGR
SLICKTOPS

3	WHE-IS35Z	11-19 DODGE CHARGER LOWER REAR HOUSING FOR 12 MODULES N/C WHEN ORDERED WITH TRAY SEE BELOW TRAY FOR \$\$\$\$	0.00	0.00
3	WHE-ITRAYL12	12 LAMP TRAY- 12 SOLO LIGHTHEADS FOR DODGE CHARGE	795.00	2385.00
3	WHE-IX35UFZ	INNER EDGE 10 3-LED W/TD 2PC 11-19 Charger BLUE	549.00	1647.00
3	WHE-295SDA1	REMOTE DUAL TONE SIREN AMPLIFIER WITH CONTROL HEAD	500.00	1500.00
6	WHE-SA315P	Speaker 100 watt mt brkt (sak*) not included MNT ON BUMPER	125.00	750.00
6	WHE-SAK1	SA315 Mt Kit Universal	0.00	0.00
6	WHE-LINSV2B	LINZ6 V SERIES COMBO, BLUE 180 WARNING/PUDDLE LIGHT	135.00	810.00
3	WHE-LSVBKT35	LINSV MIRROR MT KIT CHARGER PAIR	14.00	42.00
12	WHE-TLIB	ION T-SERIES LINEAR LT BLUE 2 SURFACE MNT BY TAG 2 SURFACE MNT SIDE OF BUMPER	75.00	900.00
12	WHE-WIONB	ION WIDE ANGLE BLUE 2 FRONT FACING BUMPER 2 SIDE WINDOWS	65.00	780.00
6	WHE-TCRHD5-E	TRACER 5 LAMP DUO BLUE/CLEAR	625.00	3750.00

Thank You

WEST CHATHAM-LEXINGTON

131 Brookside Parkway Lexington, SC 29072
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11/26/19	install	Origin	Net 30	
Purchase Order Number		Sales Person		Quote Expires
		DENISE STEWART		12/26/19
Quantity	Item Number	Description	Unit Price	Amount

*Sold Indiv/2 per vehicle
 (MNT HARDWARE SOLD
 SEPARATE)

6	WHE-TCRB35	15-19 Dodge Charger Mounting Kit for 5 lamp Tracer EACH	21.00	126.00
3	FED-FHL-TAIL	TAIL LIGHT FLASHER DODGE CHGR TAIL FLASH	58.80	176.40
3	GRH-5077	PUSHBUMPER 15-19 CHARGER	215.19	645.57
3	HAV-C-VS-1800-CHGRPM	11-18 CHARGER CONSOLE W/INTEGRATED PRINTED MNT 18" STRAIGHT	395.00	1185.00
3	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	31.79	95.37
3	HAV-C-ARM-103	ARMREST HINGED PAD ADJUSTABLE HEIGHT	89.37	268.11
3	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	33.31	99.93
3	HAV-C-HDM-204	Pole only, Telescoping devic mt base, Heavy duty mt. W-SHRTHNDLE	127.94	383.82
3	HAV-C-HDM-303	HEAVY DUTY FIXED TOP 6" OFFSET with md-202 priced as set	30.51	91.53
3	HAV-C-MD-202	TILT SWIVEL 1.82" High w/short handle,enables 180 money in above- hdm -303	57.53	172.59
6	HAV-C-MCB	Console Mic Clip Bracket INCLUDES MC	10.60	63.60
6	HAV-C-MC	Console Mic Clip	8.33	49.98
3	HAV-CG-X	CHARGE GUARD AUTO SHUT-OFF TIMER	65.00	195.00

Thank You

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FAX NUMBER: (803) 733-8500

Date	Ship Via	F.O.B.	Terms	
11/26/19	install	Origin	Net 30	
Purchase Order Number		Sales Person	Quote Expires	
		DENISE STEWART	12/26/19	
Quantity	Item Number	Description	Unit Price	Amount
2	SET-6S-C	6S Single Prisoner Transport for use with stock seats COATED POLY WINDOW 1 VEHICLE NO CAGE	695.00	1390.00
3	SET-DVWS	DUAL VERTICAL WEAPON SYSTEM verify locks for pricing SMALL SHOT/LARGE XL	325.00	975.00
3	HAV-C-TTB-CHGR-4	11-19 CHARGER FULL WIDTH TRUNK TRAY BEARING	344.46	1033.38
3	MOP-68226542AA	FOG LAMP BEZEL PASS SIDE 15-16 CHARGER (use ION* separate purchase)	25.00	75.00
3	MOP-68226543AA	FOG LAMP BEZEL DRIVER SIDE 15-16 CHARGER (use ION* separate purchase)	25.00	75.00
12	WHE-WIONE	ION, WIDE ANGLE BLACK HOUS blue / white split for fogs	84.00	1008.00
3.000		LABOR TO INSTALL ABOVE EQUIP WITH CUST RADIO/CAMERA ROCKET/BODY CAM THIS INCLUDES CUST DOCS CUST WILL PROVIDE DOCKING STAIONS FOR MOUNTS	1295.00	3885.00

Quote subtotal	24558.28
Sales tax @ 2.00000%	413.47
Sales tax @ 6.00000%	1240.40
Quote total	26212.15

Thank You



Contract#: 081-716-PMC

KEEPING CUSTOMERS FOR LIFE

October 24, 2019

Marlon Epps
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2021 Peterbilt 520 quotation per Sourcewell Contract #081-716-PMC

The Larson Group-Peterbilt is a proud vendor for Sourcewell, and we are pleased to submit for your review our quotation for 3 to 5 new 2021 Peterbilt 520 per Sourcewell Contract #081-716-PMC. Your terms are as follows:

2021 Peterbilt 520 per the attached specifications dated 10/23/2019

Price includes Sourcewell discount from Peterbilt Motors Company

Price includes pre-delivery inspection

Price does NOT include state or federal taxes, such as Federal Excise Tax

Price is FOB Body Builder

Delivery in approximately 120-150 days after receipt of Purchase Order

Net cash price: \$141,538 per unit

Based on a list price of \$241,203 this represents a discount of 41.32% in agreement with the Sourcewell contract #081-716-PMC pricing for this model. Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1359 dated 10/14/2019 of **\$116,321**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,042**, Paccar Engine and After Treatment 5 year / 200,000 miles Extended warranty **\$3,334**. Peterbilt parts and service manuals **\$460**. SC Sales Tax of **\$500** each. Peterbilt of Charlotte will adjust price down by **\$1,000** due to your previous purchases and loyalty. Your total purchase cost would be **\$262,195 per unit**. Please call or email me if you have any questions regarding this quotation. We look forward to doing business with you and your agency.

Sincerely,

James Fisher

Medium Duty and Vocational Sales

Office 704-599-2312

Cell 704-619-1276

Fax 704-597-8764

jfisher@tlgtrucks.com



THE LARSON GROUP **TLGTRUCKS.COM**
Phone: 417.865.5355 3026 N Mulroy Road
Fax: 417.869.7738 Strafford, MO 65757

G – S PRODUCTS MODEL COLLECSTAR 9129A

SPECIFICATIONS FOR 29 CUBIC YARD AUTOMATED, FULL EJECT

SCOPE

This specification describes a truck mounted, hydraulic refuse packer. This machine must be equipped with an automated loading mechanism on the curb side of the material receiving hopper near the front of the body. Body must be designed so that optimum load distribution can be achieved when installed on a 62,000-66,000 G.V.W. truck cab and chassis. Body installation shall not require modification to a standard truck chassis forward of the rear suspension. (NO DROP FRAME) THIS BODY MUST BE FULL EJECT MODEL. NO DUMP BODIES ALLOWED.

I. BODY

A. CAPACITY

1. The body shall have a usable capacity of twenty-nine (29) cubic yards including the tailgate.

B. DIMENSIONS

1. Body length – 287” – (including bustle tailgate).
2. Overall height above chassis – 102” – (lift mechanism in “down” position).
3. Overall height above chassis –MUST NOT EXCEED 120” – (lift mechanism in full “up” position with 90-100-gallon cart in grabbers).
4. Overall width-102”- with arm in parked position.

1. CONSTRUCTION

1. The body floor shall be constructed of 1/4” HARDOX 450 steel plate.
2. The body floor shall have 8” x 13.5 lbs./ft. structural channel long – members.
3. Body sides shall be curved shell style, eleven (11) gauge HARDOX 450 steel sheet.
4. Body roof shall be curved shell style, eleven (11) gauge HARDOX 450 steel sheet.
5. All external welds shall be continuous.

II. TAILGATE

A. CAPACITY

1. The tailgate shall have a usable capacity of 8.20 cubic yards minimum.

B. CONSTRUCTION

1. Body tailgate shall be bustle type, top hinged, with heavy-duty hinges and tapered-pin plunger style locks. Lock pins must have

grease fittings located near the outside edge of the body for easy access.

2. Tailgate shall be equipped with a flow control device to assure smooth, even operation.
3. Tailgate to be constructed from 12-gauge steel sheet and framed with formed steel channel.
4. Gate shall have a seal across the bottom and at least 16" up each side to control liquid leakage.

C. OPERATION

1. For greater operational stability and safety, the tailgate shall be raised and lowered with two 2 ½" bore x 28" stroke double acting hydraulic cylinders.
2. All tailgate controls shall be located inside the truck cab within easy reach of the operator's position. I.E. tailgate operation shall not require exit of the cab by the driver. Controls shall be electric/air/hydraulic and spring returned to the "neutral" position.
3. Tailgate to lock and release hydraulically through the use of positive acting, tapered rod, plunger-style locks.
4. Tailgate ajar and lock status warning light and alarm to be installed in the truck cab.
5. Safety prop for tailgate to be included.
6. All exterior welds to be continuous.

III. PACKER HOPPER

A. FUNCTION

1. The receiving hopper shall have 6.0 cubic yards capacity minimum.
2. Hopper shall act as receiving chamber for materials dumped by the lifting mechanism.

B. CONSTRUCTION

1. Hopper floor to be constructed of 1/4" HARDOX 450 steel plate with a 1/4" HARDOX 450 overlay extending 18" past the hopper.
2. Hopper side walls to be 1/4" HARDOX 450 steel plate.
3. All welds in areas that may be damaged by abrasive material such as fine glass MUST be "HARD SURFACED" with appropriate composite over-weld.

C. HOPPER ACCESS

1. Hopper must have access ladder on curb-side of vehicle.
Entry area must have O.H.S.A. compliant ladder and system kill Switch.

IV. COMPACTOR

A. FUNCTION

1. Compactor is to move the material dumped by the arm from the receiving hopper into the body chamber. Also, compactor is to compress the loaded material to such an extent that the vehicle is loaded to its recommended capacity.

B. OPERATION

1. Compactor to be powered by one (1), 6" bore x 84" stroke, single section, dual acting hydraulic cylinder.
2. Packer cycle shall be 35 seconds @ 1200 R.P.M.
3. When fully extended, compactor must penetrate the body by 18" minimum. This aids compaction of the material and reduces fallback into the loading hopper.
4. Compactor shall displace 2.6 cubic yards/cycle minimum.
5. Compactor shall have "on-demand" style controls with both "AUTOMATIC PACK" and "MANUAL PACK" selector console mounted in the truck cab and convenient from both sides of cab.
6. Compactor stroke shall be automatically reversible through the use of high quality automotive grade switches sensitive to both position and pressure.
7. Unit to be equipped with a "near-loaded" warning alarm to alert operator that body is approaching its maximum capacity.

C. CONSTRUCTION

1. Compactor to be guided by a floor mounted "T" track beam.
2. Both the "T" track beam and compactor guide shoes must be made of HARDOX 450 steel plate.
3. The compactor shall be constructed of engineered steel sections and fully tested using state-of-the-art Finite Stress Analysis technology.

V. AUTOMATED LOADING ARM

A. FUNCTION

1. Loading arm shall be sleeve mounted on the curbside of the loading hopper. Arm horizontal and vertical supports shall be centered in relation to the hopper and the load to be lifted. No part of the loading arm shall be mounted underneath the chassis frame, inside the hopper, or in front of the body. Due to operational stresses under load and over time, NO OFF-SET OR CANTILEVER DESIGNS ARE ACCEPTABLE.
2. Arm must have the ability to pick up containers, dump and return without the need to extend.
3. Once can is engaged, lift MUST move vertically for the first 41120" before tipping. This allows cans that may be placed above grade on snow banks or retaining walls to be safely serviced. This vertical

movement must be controllable by the operator as needed from the in-cab control position.

4. Arm must have horizontal extension of 120" (144" reach to can center line without tilting or any vertical motion).
5. The container "lift" motion must be operated by one (1) 2" bore x 41" stroke hydraulic cylinder.
6. The container tilt/dump must be operated by one 3" bore x 12 3/8" stroke hydraulic cylinder with 1 1/2" cushion in rod and base end.
7. Lift cycle time shall be approximately seven (7) seconds (ground to ground) at engine idle.
8. Lifted container shall not "arc" outboard more than 25" during ground to ground movement.
9. Lift must stow within legal width with lift in down/grab open position.
10. Container dump cycle shall not exceed thirteen (13) feet, six (6) inches from the ground at its highest point. (May vary slightly with different chassis.)
11. Container dump angle when in full "up" position shall be 55 degrees minimum.
12. Lift vertical motion shall be track guided by replaceable, reversible, non-grease, NYLATRON NSM wear shoes. Guides MUST be replaceable without track or lift dis-assembly.
13. Lift cycle shall be smooth, non-binding and non-violent.
14. Lift load capacity shall be 1,000 lbs. at full extension.
15. Lift horizontal movement shall be track guided by NYLATRON NSM non-grease wear guides. Guides MUST be replaceable without track or lift dis-assembly.
16. Lift in/out motion shall be sequenced so that the first 48 inches of motion (stage 1) always extends first. This essentially eliminates wear to stage 2 wear guides since reach beyond 48" is used in less than 5% of average route conditions.
17. Grabbers shall be belt-type capable of handling containers ranging in size from 32 gallon to 100 gallon interchangeably. Grab pressure must be adjustable to suit different types of container manufacturing methods and materials.

B. CONSTRUCTION

1. Loading lifting arms must be constructed of solid high tensile steel plate. Due to their tendency to deflect under load, tubular load lifting components are NOT acceptable.
2. All tilt mechanism connecting pins shall be 1.25" minimum diameter with self-aligning bearings.
3. Lift shall have a top rotator shaft that lifts grab mechanism through its motion while powered by a single hydraulic cylinder.
4. Top shaft shall be retained by replaceable NYLATRON NSM non-grease split bearings (two sets) and grade 8 bolts.

5. Lift arm rotator cam must have NYLATRON NSM non-grease bearing rotating on a 3" diameter shaft. Bearing MUST be replaceable without shaft removal.
6. Cylinder pivots for grab, in-out as well as up/down shall be Teflon backed self-aligning greaseless bearings properly installed with 1" grade 8 bolts or polished chrome pins.
7. Grab pivots must use chromed steel pins with fiber filled greaseless bearings.
8. Grab cylinders (2) shall be 2" bore x 6 3/8" stroke.
9. In-out cylinders shall be two (2) 2" bore x 60" stroke with rubberized bumper on base end.
10. Up-down cylinder shall be 2" bore x 41" stroke.
11. Tilt cylinder must be 3" bore x 12 3/8" stroke

C. CONTROLS

1. Outside controls for loading mechanism shall be located in the chassis cab and convenient for operator access from the ground.
2. In-cab control to be a joystick or rocker- style switches mounted in cab. Joystick or rocker switches shall control in/out, up/down/dump and grab functions.
3. Lift functions must operate without the need for computers, PLC's, proximity switches, or relays.

VI. BODY UNLOADING

A. FUNCTION

1. Body payload to be offloaded by hydraulically powered HORIZONTAL EJECTION.
2. Ejector panel to be operated by two (2), 4" bore x 104" stroke, SINGLE- SECTION, DOUBLE ACTING hydraulic cylinders. NO MULTI-STAGE TELESCOPIC CYLINDERS ALLOWED.
3. Ejector operation shall be sequenced so that panel will "extend" only when packer panel is in full "extend" position and tailgate is fully "up".
4. Controls to be mounted convenient to operator's in-cab driving location.

B. CONSTRUCTION

1. Ejector panel to have a structural steel tubular frame.
2. Panel guide tracks to be formed 3/16" steel plate.
3. Panel guide/cylinder enclosure tube shall be 5" x 7" x 3/16" structural steel tube equipped with HARDOX 450 steel wear strips.
4. Floor level wear pads must be HARDOX 450.
5. HOIST TO DUMP OR MULTI- STAGE EJECTION CYLINDERS ARE UNACCEPTABLE.

VII. HYDRAULICS

A. PUMP

All body and lift functions shall be powered by a tandem-section gear type pump (36 G.P.M. @ 800 R.P.M.). This pump shall be powered by a transmission mounted Chelsea Model 890 power take- off. Each pump section shall automatically unload to tank when factory flow settings are exceeded. This feature prevents unintended or accidental over-speed of the system.

B. BODY CONTROL VALVES

1. The body main valve must be a Parker hydraulics model VA-35 with main system pressure set @ 2,500 P.S.I. This valve must have one (1) control section to act as directional control for the packer. This valve must be electric/air/hydraulic controlled by automotive style relays. NO COMPUTERS OR PLC'S.
2. The valve assembly that controls all other lift and body functions shall be Parker hydraulics model VA-20 with relief set @ 2,500 P.S.I. Valve spool controls must be pneumatic. Lift functions must operate with no computers, PLC's, limit switches, or proximity switches.

C. HYDRAULIC RESERVOIR

The body shall be equipped with a "street-side" body mounted hydraulic reservoir with a minimum capacity of sixty (60) gallons. This reservoir shall be equipped with a fill cap, in-tank return filter, breather, fluid level indicator and temperature gauge. Under normal operating conditions, hydraulic oil temperature MUST NOT EXCEED 75 degrees above ambient temperature without the need for external cooling. NO AUXILIARY COOLING ALLOWED. NO EXCEPTIONS.

D. FILTRATION AND SERVICE

System cleanliness and protection against contamination shall be accomplished through the use of the following devices:

1. All oil shall be routed through a 10 micron return line filter. This filter shall be installed at or near the front of the hydraulic reservoir and properly sized so that 100% of the flow is filtered under normal operating conditions without bypass. Filter must be located so that all periodic service can be performed from ground level. Filter service must be possible without loss of fluid.
2. IN-LINE SHUTOFF.
For ease of service the suction line shall be equipped with a shutoff valve plumbed adjacent to the reservoir.
3. SUCTION STRAINER.
A 100-mesh oil strainer must be installed in the hydraulic system suction line. This strainer must be serviceable without draining the system reservoir.

E. PLUMBING

All body and lift plumbing not requiring flexibility to complete its function must be constructed of seamless steel hydraulic tubing correctly sized for each operation. Plumbing requiring hoses shall be routed in such a way as to prevent rubbing, chafing and undue bending.

VIII. IN-CAB CONTROLS

The following controls must be mounted inside the truck cab for safe and convenient operation.

1. Hydraulic system on/off switch.
2. Body tailgate control.
3. Body ejector control.
4. Work light and strobe light switches.
5. Hopper cover control.
6. Lift joystick/ Rocker Switches
7. Packer over-ride switch

IX. LIGHTS

1. Standard lights shall be supplied in accordance with FMVSS#108.
2. All body lights must be TRUCKLITE Model "SUPER 44" L.E.D. with SERIES 50 wiring harness.
3. Automated lift working area must have implement style adjustable work lights.

X. ACCESSORIES

1. Federal under-ride bumper shall be installed.
2. Tailgate safety prop shall be provided.
3. Tailgate "ajar" and tailgate "unlock" alarm shall be provided.
4. Back up alarm shall be provided.
5. Both body and hopper shall have access doors on each side for cleaning behind the packer and ejector panels. Doors must be sealed when closed.
6. Hydraulically operated hopper cover/crusher panel..
7. Unit shall be equipped with a TRIPLE CAMERA SYSTEM by ZONE DEFENSE, MODEL ZD.323.1 LCD 2 camera system MODEL CAM 313C camera with 7" color LCD 22 pin, soft button monitor. Must include ASSC-400D PanaVice HD adjustable mount and all cables.

XI. PAINTING PROCEDURES

1. The body and lift shall be free of all weld slag, dirt and grease and be prepared prior to painting in accordance with the paint manufacturers specifications.
2. Body and loading mechanism shall receive at least one coat of primer and two finish coats of polyurethane enamel. Primer shall be approved for use with the finish coat material.

XII. WARRANTY

1. A minimum two-year warranty against manufacturing defects shall be provided by the manufacturer.
2. BODY MANUFACTURER MUST BE EQUIPPED TO PROVIDE ON-SITE SERVICE IF NEEDED.
3. SUFFICIENT ON-SITE TRAINING FOR BOTH OPERATORS AND MECHANICS SHALL BE CONDUCTED WHEN COMPLETED UNIT IS DELIVERED.

XIII. BODY MUST BE MANUFACTURED IN THE U.S.A.



Peterbilt Of Charlotte (P603)
3917 Trailer Drive
Charlotte, North Carolina 28269

City of Columbia
2910 Colonial rive
Columbia, South Carolina 29203
United States of America

James Fisher
Phone: (704) 619-1276
Email: jfisher@tlgtrucks.com

Marlon Epps
Phone: 803-331-3015
Email:

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	CITY OF COLUMBIA SW	G.C.W. (lbs):	66000
Description 2:	Clone of Chassis 108255 Model 520		
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Automated Side Loader/Push-Out		6
Length (ft):	24	Wheelbase (in):	203
Height (ft):	13.5	Overhang (in):	90
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	0.1
Trailer		Cab to Axle (in):	202.9
No. of Trailer Axles:	0	Cab to EOF (in):	292.9
Type:		Overall Comb. Length (in):	350.6
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
S	Refuse, Scrap, Recycling	0
O	Refuse/Landfill Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0
S	Automated Side Loader/Push-Out A lift-equipped truck used to pick up wheeled waste containers to load waste materials into the truck body. Requires a single operator. A hydraulic ram pushes the load out of the body.	0
S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	241
O	Full Steel Inner Liner	708
O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
S	EOF Square without Crossmember For use with body builder installed crossmember.	0
O	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	25
O	(2) Solid Mount Cable Hooks	0

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Std/ Opt	Description	Weight
Front Axle & Equipment		
O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
S	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	84
O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0
O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
O	Dust Shields, Cam Brakes, Front Axle	4
O	Long Stroke Brakes, Front Axle Long Stroke Brakes have 3" long-stroke chambers can provide improved braking efficiency and increased reserve stroke.	0
O	Gusseted Cam Brackets, Steer Axle	0
O	Bendix Slacks and Chambers on Steer Axle	0
O	Heavy Duty Cam Bushings, Steer Axle	0
Rear Axle & Equipment		
O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube	113

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Std/ Opt	Description	Weight
	provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.	
O	PHP10 Iron PreSet PLUS Hubs	0
S	Long Stroke Parking Brakes, Drive Axle(s)	0
O	Differential Lock Both Axles Air Rocker Switch Occupies the Space of One Gauge	60
O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	36
O	Gusseted Cam Brackets, Drive Axle(s)	2
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
O	Upsize Parking Brakes	0
O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
O	Bendix Slacks and Chambers on Drive Axle	0



Std/ Opt	Description	Weight
O	Ratio 5.63 Rear Axle	0
O	Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	-64
O	Shock Absorbers For HMX Suspension HMX suspension is designed for vocational applications where durability, lightweight and driver comfort are essential.	31

Engine & Equipment

O	PACCAR MX-11 355R@1600 GV@2200 1250@900 Refuse (2017 EMISSIONS) N20740 N015 NO....Enable MX Retarder in Neutra N20780 N001 16....Minimum Speed to Turn Cruise N20800 N002 19....Min Speed to Automatically T N20790 N003 19....Minimum Cruise Control Speed N20700 N006 66....Max Cruise Speed (N006) N20770 N013 4....Downhill Speed Limiter Vehic N20760 N014 2....Auto Retard Vehicle Speed Of N20750 N019 0....Delay in Engine Brake Activa N20710 N052 650...Idle Target (N052) N21680 N055 780...RPM Set Point 1 (N055) N21690 N056 1030..RPM Set Point 2 (N056) N20940 N072 1900..Maximum Fast Idle Control En N21980 N076 2000..Max Accelerator Controlled E N20990 N078 OFF...PTO Mode Disabled w/ Clutch N21010 N079 OFF...PTO Mode Enable Only w/ Park N21020 N080 1.....PTO Vehicle Speed Limit (N08 N21110 N086 2000..Maximum Engine Speed During N21100 N087 780...RPM Set Point (N087) N21030 N089 OFF...PTO Mode Enable Only w/ Tran N21000 N101 ON....PTO Mode Disabled w/ Service N21320 N106 650...Minimum Engine Speed During N20690 N162 66....Maximum Accelerator Pedal Ve N21310 N170 155...Standard Maximum Speed Limit N21640 N179 YES...Enable Park Brake Reset (N17 N21910 N182 30....Coolant Temperature Override N20870 N184 80....High Ambient Temperature Ove N20860 N185 0....Low Ambient Temperature Over N20900 N186 5....Timer Setting When in PTO Mo N20840 N187 1.....Timer Setting Non-PTO Mode w N20850 N188 1.....Timer Setting Non-PTO Mode w N20910 N190 NO....Reset EIST Timer Based on En N21170 N191 NO....Override EIST Timer Based on N21230 N197 YES...Enable Accelerator Pedal Res N21240 N198 YES...Enable Service Brake Reset (N21250 N199 YES...Enable Clutch Pedal Reset (N N21260 N200 YES...Allow EIST Timer Overrides i N21930 N224 2....Maximum Vehicle Speed Bonus N21940 N227 -2....Maximum Vehicle Speed Penalt N21950 N246 4....Minimum Vehicle Speed for DS N21960 N247 1.....Lowest Gear that DSA will be	670
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Std/ Opt	Description	Weight
	N21970 N248 10....Highest Gear that DSA will b	
	N21990 N307 OFF...Cab Accelerator Active in Re	
	N20830 N039 OFF...Allow Multi-Torque Only When	
	N20930 N071 ON....FIC Enable/Disable (N071)	
	N21900 N073 0.....Cab Accel Pedal Type in PTO	
	N21160 N110 1.....Enable Set Point w/ Set/Acce	
	N21670 N164 252...Reserve Speed Function Reset	
	N21920 N219 0.....Offset mode (N219)	
	N21300 N169 0.....Expiration Distance (N169)	
	N21190 N193 0.....Expiration Distance (N193)	
	N21280 N163 0.....Maximum Cycle Distance (N163)	
	N21650 N173 0.....Reserve Speed Offset (N173)	
O	Engine Idle Shutdown Timer Disabled	0
	Eff EIST NA Expiration Miles	0
	Effective VSL Setting NA	0
O	Typical Operating Speed 52 MPH	0
O	Powertrain Optimized for Performance	0
	Best analysis for vehicles used in vocational applications or with heavy GCWRs.	
O	PTO Mobile-Cab Station Accelerator	0
O	Enable MX Retarder Auto Retard (Engine Parameter)	0
O	Engine Monitoring Protection - Derate	0
	(PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	
O	Remote PTO and Throttle Provision	0
S	CARB Engine Idling Compliance	0
	PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed sticker on the drivers door to identify them as meeting the NOx idling standard.	
O	160 Amp Alternator, 36 SI Brushless	10
	The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offered in 12 volt and 24 volt models with a J180 hinge mount.	
O	Remote Voltage Sense Wiring	0
O	Immersion Type Block Heater 110-120V	2
	Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-	

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Std/ Opt	Description	Weight
	heater keeps the coolant in the engine block from freezing when the engine is not running.	
O	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	0
S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	Battery Jumper Terminals Mtd In Front Of Battery Box	4
O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
O	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	7
O	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
S	No Fluid Heat Option for Fuel Filter	0
O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
S	Stainless Steel Grille	0

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Std/ Opt	Description	Weight
S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2

Transmission & Equipment

O	Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).	390
O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	15
O	1710 Driveline Interaxle For tandem rear axles	-5
U	ALLISON 5TH GEN RDS, PKG 180	0
O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	0
O	Allison FuelSense 2.0 Not Desired	0
S	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
S	Console Mounted Push Button Shifter Allison transmissions	0
O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0
O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0

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Air & Trailer Equipment		
S	Bendix AD-IS EP Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.	0
O	Air Tank Valve Guards	0
O	Pull Cords All Air Tanks	1
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Tires & Wheels		
O	FF: GY 20Ply 315/80R22.5 Endurance WHA Diameter= 43.1 inches; SLR= 20.0 inches	-36
O	RR: BR 16ply 11R22.5 M799 Diameter = 42.0 inches; SLR = 19.5 inches	80
S	Code-rear Tire Qty 08	0
S	FF: Accur Stl Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes	0
S	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	0
S	Code-rear Rim Qty 08	0
Fuel Tanks		
O	26" Aluminum 80 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	13
O	Location LH BOC 80 Gallon	0
O	Top Of Fuel Tank 5" Below Top Of Frame	33
O	PACCAR MX Engine Fuel Cooler	15



Std/ Opt	Description	Weight
S	Standard DEF to Fuel Ratio 2:1 Or Greater	0
S	DEF Tank 520	0
Battery Box & Bumper		
O	Aluminum Space Saver Battery Box LH Back Of Cab	-11
O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	2
O	Mount Space Saver Battery Box Top Of Box 8" Below top of frame	0
O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins	2
Cab & Equipment		
O	53" LCF ProBilt Cab RH Drive Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	0
S	4.5" Rubber Flares On Cab And wheel well fenders	0
O	Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
S	Peterbilt Passenger Seat	0
O	Seat Belt Color Orange IPO Standard Black	0
O	Air Ride Driver	43
O	Mid Back Driver	0
S	Vinyl Driver	0
S	Non-Air Ride Passenger	0

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Std/ Opt	Description	Weight
S	Low Back Passenger	0
S	Vinyl Passenger	0
S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
S	Adjustable Steering Column - Tilt/Telescope	0
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
S	2-Piece Flat Windshield	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
O	Chromed LH/RH Tri-plane Mirrors, Heated, Mounted to Doors. Chrome mirror shell / black arms. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror. Right Click on Option and Select Picture to See a Picture of the Mirror.	-5
S	(1) Air Horn 15" Painted Mounted under cab.	0
O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
O	Midlevel Speaker Package For Cab (4) Speakers	6
S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.	0
O	Cab Tilt Pump Air Assist	0
O	Rain Gutters Over Driver and Passenger Doors	8

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Std/ Opt	Description	Weight
S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
O	Backup Alarm (107 DB)	3
O	Axle Temperature Gauges, Tandem Drive Located in Driver Information Display	0
O	Engine Oil Temperature Gauge Located in Driver Information Display	0
S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
O	Air Application Gauge Located in Driver Information Display	0
S	Air Restriction Indicator Mounted on exhaust stanchion	0
O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	0
O	Indicator Light For F/O PTO Controls Located in Driver Information Display	0
O	Up To (4) Additional Electric Switches Without wiring	1
S	Headlights Single Rectangular Halogen	0
O	(5) Light Guards On Marker Lights	2
S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
O	Daytime Running Lights Required on all Canadian vehicles	0
O	(1) F/O Load Light, Switch, 10' Wire Coil Under / in cab / sleeper baggage compartment	2
Paint		
S	Standard Paint Color Selection	0
O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0

Shipping Destination

Price Level: January 1, 2020
 Deal: CITY OF COLUMBIA SW
 Printed On: 10/23/2019 1:03:48 PM

Date: October 23, 2019
 Quote Number: QUO-530645-N5V6N3



Std/ Opt	Description	Weight
☐	Shipping Destination Other Than Dealer (Specify by narrative)	0
Options Not Subject To Discount		
S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
☐	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
☐	Chassis to Receive Extended Warranty 1 Year Base Vehicle Towing - US. No Additional Extended Warranty is Required.	0
☐	PACCAR MX-11/13 Premium Coverage (5/200) 5 Years/200,000 Miles(320,000 KM), 455HP And Under, 2017	0
☐	PACCAR MX-11/13 Premium Aftertreatment (5/200) 5 years/200,000 miles reqs premium-2017. 455HP and under.	0
Miscellaneous		
☐	2017 EPA Emissions Engine Warranty Only	0
☐	Peterbilt Sourcewell Program Code	0
☐	Presentation Created With SmartSpec	0
☐	Ordered as Stock	0

Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$241,203
Marketing and Service Support Fee	\$675
Prepaid Freight	\$3,225
Total Surcharge/Options Not Subject To Discount	\$3,334
Total Weight	19,132

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

Price Level: January 1, 2020
Deal: CITY OF COLUMBIA SW
Printed On: 10/23/2019 1:03:48 PM

Date: October 23, 2019
Quote Number: QUO-530645-N5V6N3

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Peterbilt

Class 6, 7 & 8 Vehicles & Chassis

#081716-PMC

Maturity Date: 11/15/2020

Products & Services

Products & Services

Sourcewell contract 081716-PMC gives access to the following types of goods and services:

- Vocational & medium duty trucks
- Serving Class 6, 7, 8

Additional information can be found on the vendor-provided, nongovernment website at:

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SOURCEWELL CUSTOMER PRICING CY2019

PETERBILT MOTORS COMPANY CONTRACT #081-716-PMC

Model	220	337	348	567	365	367	579	320	389	520
Example MSRP	\$85,392	\$91,107	\$111,346	\$213,166	\$214,182	\$214,726	\$166,599	\$221,587	\$199,178	\$226,419
Sourcewell Discount	22.33%	29.59%	32.54%	41.06%	40.76%	41.04%	39.92%	41.24%	40.75%	41.32%
*Customer Price	\$66,321	\$64,149	\$75,112	\$125,639	\$126,882	\$126,608	\$100,093	\$130,197	\$118,012	\$132,872

*Customer price includes cab & chassis, Pre-Delivery-Inspection (PDI), factory-freight, and dealer profit/pac.

*Customer price does not include flooring/interest charges, any applicable taxes (i.e. FET) and any components/services provided by the Peterbilt dealer after delivery from Peterbilt factory (i.e. body, manuals, training, additional fuel/def, extended coverages, etc.)

PROCUREMENT AND CONTRACTS DEPARTMENT
1136 WASHINGTON STREET 4TH FL.
COLUMBIA, S.C. 29201

I N V I T A T I O N F O R B I D S

Sealed bids for a Morning Pride Bunker Gear REBID is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 1:00 (P.M.) October 31, 2016 then publicly opened and read. The commodities must be furnished as described and specified and delivered to Fire Department Headquarters, 1901 Harden Street, Columbia, SC 29201.

All bid prices must include all costs of transportation and lodging to the required destination.

Bid No. 023-16-17-CAT

By: Charise A. Thompson, Buyer
Charise A. Thompson

**QUANTITIES/COMMODITIES,
OR SERVICES**

**UNIT PRICE
DOLLAR CENTS**

**TOTAL PRICE
DOLLAR CENTS**

80 Sets: Honeywell Morning Pride Bunker Gear
Per specifications herein

\$ 2,095.00

\$ 167,600.00

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

Bid as specified, no substitutions allowed.

Note:

1. Bid response shall be submitted using Bid Online to include price and attachments. Vendor shall also mail and/or hand deliver pages 1 and 4-25 of bid package as well as all literature and specifications before bid opening. Package must clearly be marked BID# 023-16-17-CAT Morning Pride Bunker Gear R E B I D delivered to City of Columbia, Procurement & Contracts Department, 1136 Washington Street, 4th Floor, Columbia, SC 29201.
2. All questions must be submitted to Bid Online by October 25, 2016 at 1:00 P.M.
3. All bids (pricing) must be submitted through Bid Online.

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



SPARTAN FIRE
and Emergency Apparatus
Since 1973

QUOTATION ☒

ESTIMATE ☐

319 Southport Road • Roebuck, S.C. 29376

Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Columbia Fire Department
1800 Laurel Street
Columbia, SC 29201

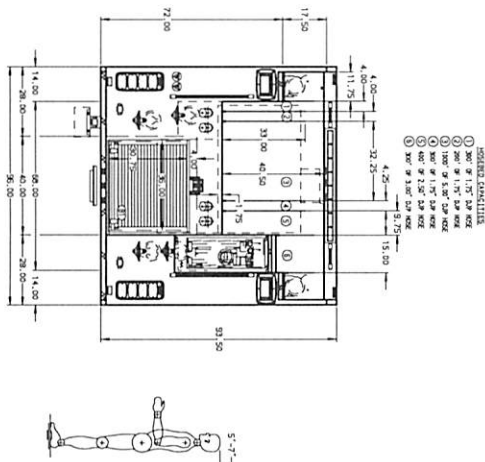
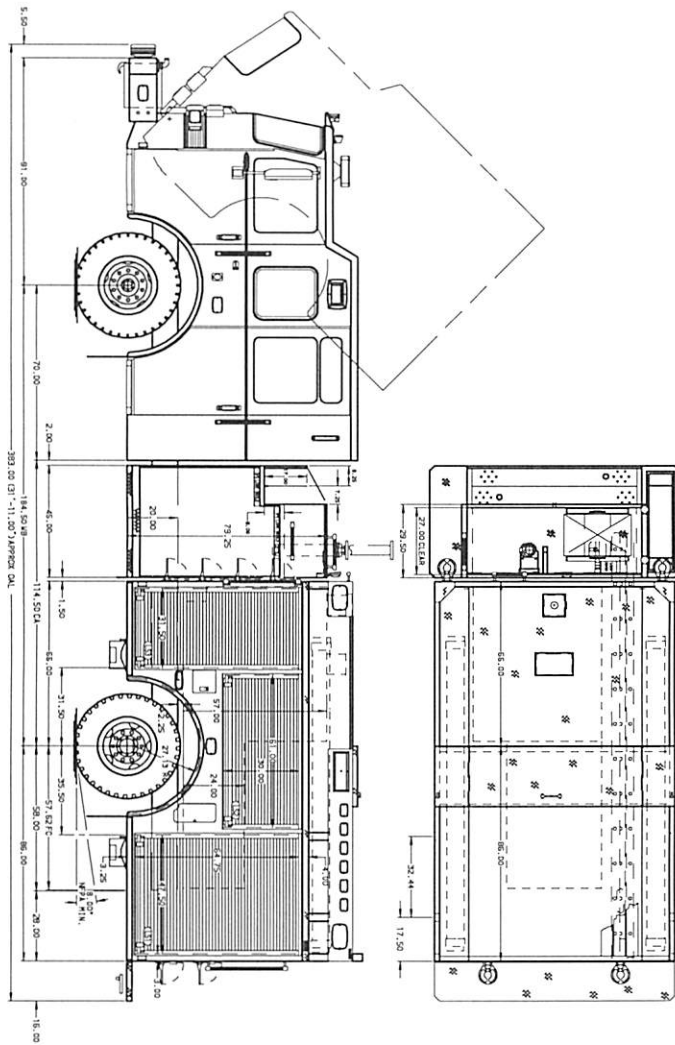
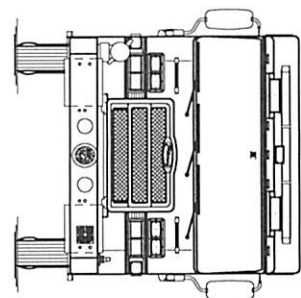
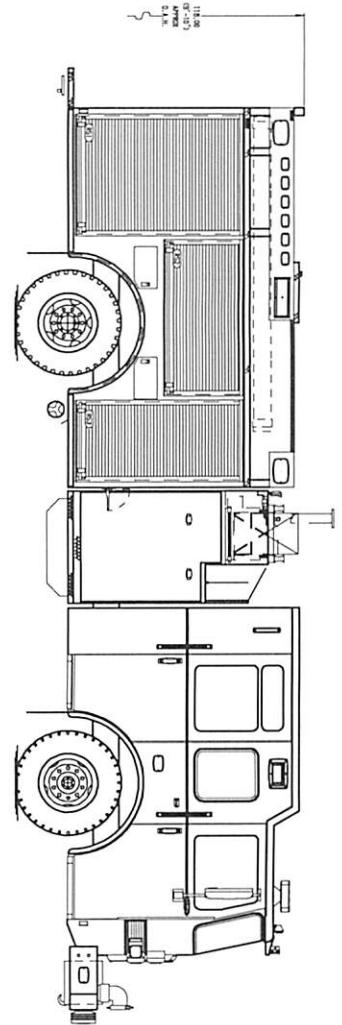
HGAC FS19VC07

Date of Proposal: October 23, 2019
F.O.B.: Columbia FD
Estimated Delivery: 10-11 Months
Payment Terms: Net Pymt. @ Delivery
Salesman: *Morris Russell*

Item	Qty.	Description	Price	Amount
1	2	Pierce Custom Pumper with 6010 Enforcer Cab, Detroit DD13 470 HP Diesel Engine, Allison 4000 EVS P Automatic Transmission, Hale QMAX-150 1500 GPM Pump, UPF 750 Gallon "Poly" Tank – New York Style, Built in Accordance to NFPA 1901 and as per Option List	\$606,282.00	\$1,212,564.00
2	2	Miscellaneous NFPA Loose Equipment	\$40,217.00	\$80,434.00
3	2	South Carolina Sales Tax	\$500.00	\$1,000.00
4	1	HGAC Fee		\$2,000.00
		<i>Final Inspection Trip, Preconstruction Trip, Delivery, Training and Pre-Delivery Inspection Included</i>		

TOTAL COST **\$1,295,998.00**

THIS QUOTATION EXPIRES AFTER 60 Days



ALUMINUM BODY

SIDE ROLL AND FRONTAL IMPACT PROTECTION

NOTE:
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
DURING CONSTRUCTION. MINOR DETAILS NOT SHOWN.

NO.	DATE	BY	CHKD.	ENGR.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Pierce MANUFACTURING INC.	
JOB NO.	11500-D-780P
DATE	11/24/19
TITLE	11500-D-780P, 7500 WATER W/300 FPM, 152' BODY
FOR	COLUMBIA FIRE DEPARTMENT NEXT TO TANK
BY	SPARTAN FIRE & EMERGENCY APPARATUS
ENGR.	RUSSEL HORTON
NO.	04-6625
SCALE	1" = 1'
DATE	11/24/19
BY	195EP19
NO.	1 OF 1



HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-19	Date Prepared:	11/22/19
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Columbia Fire Department			Contractor:	Spartan Fire and Emergency Apparatus/Pierce Mfg.		
Contract Person:	Assistant Chief Mickey Folsom			Prepared By:	Robby Fore		
Phone:	803-545-3730			Phone:	866-582-2376		
Fax:	N/A			Fax:	N/A		
Email:	mickey.folsom@columbiasc.gov			Email:	rfore@spartanfire.com		
Product Code:	FS19VC07	Description:	Pierce Enforcer, 4-Door, Full Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pumper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$492,768.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
102 - Add Frame Liner Custom		\$1,814.00	192 - Cab Windows Factory Tint		\$504.00		
141 - Cummins L9 450 HP to Detroit DD13 470 HP		\$20,187.00	208 - Spare 12V Wiring x 3		\$357.00		
149 - EVS 3000 to 4000		\$9,661.00	223 - Camera System		\$2,142.00		
151 - Aggressive Down Shift		\$143.00	231 - Intercom System		\$2,503.00		
159 - Add Extended Bumper		\$2,335.00	234 - Intercom Headset - Wired x 3		\$1,596.00		
161 - Bumper Tray with Cover x 2		\$1,936.00	235 - Intercom Headset - Wireless		\$1,020.00		
166 - Linex Bumper Coating		\$417.00	240 - Kustmaul Charger		\$1,826.00		
170 - Raised Roof		\$2,000.00	245 - Auto-eject 20 Amp		\$541.00		
172 - Full Height Door with Raised Roof		\$2,274.00	249 - Batteries Six (6) Total		\$1,062.00		
174 - Mounting Plate on Engine Tunnel		\$505.00					
185 - Clean Cab Base Option		\$1,544.00	Subtotal From Additional Sheet(s):		\$69,941.00		
186 - EMS Compartment in Cab		\$2,668.00	Subtotal B:		\$126,976.00		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.							
Description		Cost	Description		Cost		
			Subtotal From Additional Sheet(s):		\$48,467.00		
			Subtotal C:		\$48,467.00		
Check Total cost of Unpublished			For this transaction the percentage is:			8%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	2	of A + B + C:	668211	=	Subtotal D:	\$1,336,422.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy) .014778325						Subtotal E:	
						\$1,000.00	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
South Carolina IMF (Sales Tax) x2		\$1,000.00	Price Hold Concession x 2 (Expires January 31, 2020)		-\$48,424.00		
Pre Con and Final Inspection		\$6,000.00					
			Subtotal F:		-\$41,424.00		
Delivery Date:		10 - 11 Months		G. Total Purchase Price (D+E+F):		\$1,295,998.00	

Oshkosh Corporation Classification - Restricted

Number	Qty	Description	Published Options	Unpublished Options
264.0	6	12V LED Flood Recessed or Surface (per light) B	\$ 11,112.00	
272	1	Flush Back Body Option	\$ 1,225.00	
278	3	Additional Hosebed Divider	\$ 1,599.00	
279	1	NY Style Hosebed	\$ 2,874.00	
293	1	Ladder Storage Next to Tank	\$ 4,842.00	
296.00	1	LED Compartment Lighting Base Upgrade	\$ 1,883.00	
303	1	Direct Tank Fill Manual	\$ 1,346.00	
307	2	Trough Hard Suction Each	\$ 1,656.00	
310	6	Adjustable Compartment Shelves	\$ 1,200.00	
319	3	Pegboard in Compartment	\$ 1,671.00	
334	1	Increase Pump from 1250 to 1500 GPM	\$ 2,682.00	
343	1	1.50" Discharge Front Bumper	\$ 2,258.00	
347	1	Add Front Suction Inlet	\$ 7,251.00	
350	3	2.50" Discharge Additional	\$ 5,424.00	
357	1	Extenda Gun 18"	\$ 4,270.00	
364	1	Add Hinged Type Aluminum Cover to Crosslays	\$ 696.00	
369	1	Hose Reel, Above Pump	\$ 3,343.00	
371	1	Akron 3096-95 GPM Single Agent	\$ 5,831.00	
382	1	Foam Cell	\$ 1,568.00	
390	1	Air Horn Activation at Pump Panel	\$ 184.00	
392	1	Tank Level LED Group	\$ 1,368.00	
422	1	Q2B Siren	\$ 4,122.00	
428	1	Traffic Directing Lightbar "A"	\$ 1,536.00	
LE	1	Lot of Miscellaneous NFPA Loose Equipment		\$40,217.00
649716	1	Enforcer 60" Cab In-Place-Of 70"		-\$4,659.00
629557	1	Straight Axle In-Place-Of TAK 4 Independent Suspension		-\$11,791.00
608458	2	Radio Compt., Behind Driver's Officer Seat		\$1,049.00
696438	2	Antenna Mount, Custom Chassis		\$301.00
550970	3	Fan, 12V, Electrical Component Cooling		\$455.00
652613	1	Aluminum Treadplate Covering Top of Water Tank		\$431.00
63658	1	Full Height Compartments, P.S.		\$3,831.00
655329	2	Extend Body Side Sheets Outboard		\$1,770.00
751986	1	Six (6) Whelen M4 each side of Body, Tied to Traffic Advisor		\$5,581.00
596306	1	Warranty, Extended, 3 Year, Pierce Body		\$5,570.00
596347	1	Warranty, Extended, 3 Year, Pierce Chassis		\$5,712.00
Base Bid			\$492,768.00	
Published Options			\$69,941.00	
Total Published Options			\$562,709.00	
Unpublished Options			\$48,467.00	8.61%
Total Options w/o HGAC Fee			\$611,176.00	



Proposal Option List

11/22/2019

Customer:	Columbia Fire Department	Bid Number:	525
Representative:	Russell, Morris	Job Number:	
Organization:	Spartan Fire & Emergency Apparatus	Number of Units:	2
Requirements Manager:		Bid Date:	10/04/2019
Description:	Columbia Enforcer 60 inch Cab NY Style with RS High Com	Stock Number:	
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	38 (Current: 38)
Chassis:	Enforcer Chassis	Lane:	

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Columbia Fire Department Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 10 Bidder/Sales Organization - Spartan Fire and Emergency Apparatus, Inc. Delivery - Delivery representative Dealership/Sales Organization, Service - Spartan Fire and Emergency Apparatus, Inc.	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 31036	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0536644		Customer Service Website	1
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0540326		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0708946		Drawing, Pump Operators Panel, Control Zone	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase Wheelbase - 184.50"	1
21	0000070		GVW Rating GVW rating - 44,000#	1
22	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
23	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
24	0629557		Axle, Front, Meritor MFS-20, 20,000 lb Saber FR/Enforcer	1
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
26	0794028		Shock Absorbers on Front Axle, Koni Model 90, Enforcer	1
27	0000322		Oil Seals, Front Axle	1
28	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
29	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
30	0530458		Axle, Rear, Meritor RS24-160, 24,000 lb, Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH	1
32	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0789227		Stop, Bump, Front Axle, Multi-Stage, Saber FR/Enforcer	1
35	0608695		Spring Package, Auxiliary, Saber FR/Enforcer	1
36	0633837	SP	Modification, Add Front Axle Spacer, to Gain 1" in Height	1
37	0627626		Tires, Rear, Goodyear, G751 MSA, 12R22.50, LRH, Single	1
38	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
39	0568081		Tire Balancing, Counteract Beads	1

Line	Option	Type	Option Description	Qty
40	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0057936		Covers, Lug Nut, Chrome	1
44	0002045		Mud Flaps, w/logo front & rear	1
45	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
46	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt and Left Side Rear Tire, Forward	
47	0010670		ABS Wabco Brake System, Single rear axle	1
48	0508676		Brakes, Meritor, EX225, 17", Disc Plus, Front	1
49	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
50	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
51	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
52	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
53	0000790		Brake Lines, Nylon	1
54	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
55	0610885		Engine, DDC DD13, 470 hp, 1650 lb-ft, W/OBD, EPA 2016, Enforcer	1
56	0001244		High Idle w/Electronic Engine, Custom	1
57	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
58	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
60	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
61	0788765		Radiator, Saber FR/Enforcer	1
62	0001090		Cooling Hoses, Rubber	1
63	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
64	0001129		Lines, Fuel	1
65	0692516		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip Door	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
66	0552793		Not Required, Fuel Priming Pump	1
67	0552712		Not Required, Shutoff Valve, Fuel Line	1
68	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
69	0642582		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0682855		Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only"	1
73	0535530		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	1
74	0565656		Fluid, 4000/4500 Series Transmission, TranSynd synthetic, IPOS, Custom	1
75	0001375		Driveline, Spicer 1810	1
76	0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
77	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
78	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Columbia	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
79	0591084		Bumper, 22" Extended, Steel, Painted, Color Feature, Saber FR/Enforcer	1
			Paint, Color - Job Color	
80	0637796		Tray, (1) Hose Left Side of Bumper, 15" Deep, 13" Below & 2" Above	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
81	0606368		Hose Restraint, Bumper Tray, 2.00" Strap, Fasteners, Each	2
			Qty, - 02	
			Type of fastener - seat belt buckle	
82	0637791		Tray, (1) Hose Right Side of Bumper, 15" Deep, 13" Below & 2" Above	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 33) 20' of 6.00"	

Line	Option	Type	Option Description	Qty
83	0606365		Hose Restraint, Bumper Tray, 2.00" Strap, Fasteners, Each Qty, - 01 Type of fastener - seat belt buckle	1
84	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
85	0002270		Tow Hooks, Chrome	1
86	0030434		Travel Stops, Front Inlet/Outlet Swivel, Qty & Location Location - SHIP LOOSE (for front suction swivel) Qty, - 1	1
87	0678962		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Red	1
88	0649716		Cab, Enforcer, 6010	1
89	0647918		Engine Tunnel, DD13, Enforcer	1
90	0633594		Rear Wall, Interior, Adjustable Seating	1
91	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate	1
92	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
93	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
94	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
95	0647989		Trim, S/S Band, Across Cab Face, Arrow XT/Dash CF/Saber/Enforcer Material Trim/Scuffplate - e) S/S, Patterned	1
96	0087357		Molding, Chrome on Side of Cab	1
97	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
98	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 1041	1
99	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
100	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
101	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
102	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
103	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
104	0002141		Fenders, s/s on cab - Saber/Enforcer	1
105	0557023		Handrail, 10", Below Cab Windshield, Pair	1
106	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
107	0012090		Not Required, Windows, Front/Side of raised roof	1
108	0779036		Windows, Rear CC, (2) 14.75" x 7.25", Saber FR/Enforcer	1
109	0786293		Window Tint, Upper Crew Cab Door, Left Side, Medium Gray	1
110	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
111	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
112	0786285		Window Tint, Upper Crew Cab Door, Right Side, Medium Gray	1
113	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
114	0786295		Window Tint, Behind Cab Door, Left Side, Medium Gray	1
115	0608458	SP	Radio Compt, Behind Front Driver/Officer Seats, 21.75" L x 9.25" W x 7.50" H Location - one (1) behind driver seat and one (1) behind officer seat Qty, - 02	2
116	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
117	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
118	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - a) gray	1
119	0012101		Floor, Aluminum Treadplate, Cab & Crew Cab, Saber/Enforcer, CARE	1
120	0644195		Heater/Defroster, Saber FR/Enforcer	1
121	0644194		Air Conditioning, Saber FR/Enforcer	1
122	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
123	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
124	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
125	0622545		Fluid Check Access, Restricted Access, Saber FR/Enforcer, Arrow XT	1

Line	Option	Type	Option Description	Qty
126	0583042		Side Roll and Frontal Impact Protection	1
127	0622617		Seating Capacity, 6 Seats	1
128	0632959		Seat, Driver, Bostrom, Sierra, Air Ride, High Back, Safety, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
129	0632914		Seat, Officer, Bostrom 450, Fixed, SCBA, Safety, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
130	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
131	0633758		Seat, Rear Facing C/C, DS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
132	0102783		Not Required, Seat, Rr Facing C/C, Center	1
133	0633756		Seat, Rear Facing C/C, PS Outboard, Bostrom 450, SCBA, Safety, Saber FR/Enf	1
			Bostrom, Zip Clean Cover - (0) None	
134	0632944		Seat, Forward Facing C/C, DS Outboard, Flip Up Cushion, Safety, Saber FR/Enforcer	1
135	0782711		Cabinet, Forward Facing, Center, 38.50 W x 60 H x 20 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Flange Down	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking	
			Light, Tall Cabinet - Amdor, Interior, White, Left Side and Amdor, Interior, White, Right Side	
			Louvers, Cabinet - Louvers, Right Side and Louvers, Left Side	
136	0632876		Seat, Forward Facing C/C, PS Outboard, Flip Up Cushion, Safety, Saber FR/Enf	1
137	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE	6
			Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	
			Qty, - 06	
138	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
139	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
140	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
141	0647638		Lights, Dome, Weldon Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Grey	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
142	0602635		Portable Hand Light, Provided by Dealer, Pumper NFPA 2016 Classification	1
143	0630605		Cab Instruments, Ivory Gauges, Chrome Bezels, Saber FR/Enforcer	1
			Emergency Switching - Individual Switches	
144	0002544		Air Restriction Indicator - Pierce Chassis	1
145	0683556		Light, Do Not Move Apparatus, Wln M2R Red LED	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
146	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
147	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
148	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
149	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - Officer Dash	
150	0548009		Wiring, Spare, 20 A 12V DC 1st	3
			Qty, - 03	
			12vdc power from - Battery direct	
			Wire termination - Stud	
			Location, Spare Wiring - one (1) in radio compartment behind driver and officer seat and one (1) in instrument panel on engine tunnel	
151	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
152	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
153	0793724		Intercom, Setcom 950W4, 4-Pos, (D,Wireless), O, 2C	1
			Location, Intercom, C Cab - 2) 2 rearward facing seats	
154	0793667		Cable, Radio to Intercom Interface, Setcom 950, 1 Radio	1
			Radio, First Two-Way Model - Apex 6500 -35 watts - Dash Mounted - Single Head (Ref Layouts and documents in Stage 3 job-e-folder)	
			Radio, First Two-Way Make - Motorola High Power	

Line	Option	Type	Option Description	Qty
155	0619798		Headset, Setcom, CSB-900R-1 Behind The Head, Radio Transmit, Right Cord, Gel Qty, - 01 Location - driver position	1
156	0620273		Headset, Setcom, CSB-900L-1 Behind The Head, Radio Transmit, Left Cord, Gel Qty, - 01 Location - Officer position	1
157	0620275		Headset, Setcom, CSB-901L-1 Behind The Head, Intercom Only, Left Cord, Gel Qty, - 02 Location - driver side rear facing and passenger side forward facing	2
158	0620281		Headset, Setcom, CSB-901R-1 Behind The Head, Intercom Only, Right Cord, Gel Qty, - 02 Location - driver side forward facing and passenger side rear facing	2
159	0681408		Hangers For Headsets, NFPA, Each Qty, - 06 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat, DS Outbrd, Rear Fcng Seat, PS Outbrd, Fwrd Fcng Seat and PS Outbrd, Rear Fcng Seat	6
160	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box Location - one (1) each side back rear corners of cab just ahead of raised roof area (note - route cables to officer's radio box) (Ref Layouts and documents in Stage 3 job-e-folder) Qty, - 02	2
161	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 02 Location, Antenna Mount - Per previous Job 28104	2
162	0680343	SP	Camera System, Zone Defense, Frnt, LS, RS, R, 7" Display, DVR	1
163	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 01 Location - center rear - NOTE: mount low enough to allow for hose bed restraint bungee cord - ref 31036	1
164	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
165	0624256		Electrical System, Enforcer Hard Wired	1
166	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
167	0008621		Battery System, Single Start, All Custom Chassis	1
168	0002698		Battery Compartment, Saber/Enforcer	1
169	0531327		Charger, Sngl Sys, Kussmaul, 12 HO, 091-170-12	1
170	0012782		Location, Charger, Front Left Side Body Compartment Location, Battery Chrgr/Cmpr - Ceiling Behind Roll Up Door	1
171	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
172	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - the battery charger and receptacle strip inside the EMS cabinet	1
173	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
174	0647729		Alternator, 320 amp, Delco Remy 40SI	1
175	0550970		Fan, 12v, Electrical Component Cooling Location - one (1) in radio compartment behind driver and officer seat and one (1) in EMS compartment Qty, - 03	3
176	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
177	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
178	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - m)match LED's	1
179	0750542		Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED 2lts	1
180	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
181	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
182	0090155		Lights, Clearance/Marker/ID, Rear, Truck-Lite 35200R LED 7Lts	1
183	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
184	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1

Line	Option	Type	Option Description	Qty
185	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd Location - driver's side	1
186	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
187	0589905		Alarm, Back-up Warning, PRECO 1040	1
188	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr Z location -	1
189	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
190	0769560		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step Control, Perimeter Lts - DS Switch Panel and Cab Doors Open Control, Perimeter Lts - DS Switch Panel and Cab Doors Open	1
191	0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12" LED, Brkt Qty, Lights - 02 Location, Additional Perimeter Lights - Under Compt D3, 1lt and Under Compt P3, 1lt	2
192	0566799		Lights, Step, P25 LED 4lts, Ign, Parking Brake Activated	1
193	0586885		Bracket, Alum. Painted, 12V Recessed Flood Lights, Side Sheet, Each Location - one (1) each side of body, upper side sheet, as far back as possible (for scene lights & M4ASC lights) Qty, - 02	2
194	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
195	0645869		Lights, Hose Bed, Sides, WIn 01-066D068-00 Blk Trim LED, 1.87" 4lts Control, Hose Bed Lts - Cup Switch At Rear	1
196	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
197	0709438		Light, Walking Surf, FRP Flood, LED	1
198	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 02 Location, driver's/passenger's/center - 1DS & 1PS Color, WIn Lt Housing - Red #106 Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	2
199	0774948		Lights, WIn, P*H1* Pioneer, 12 VDC, 2nd Location - passenger side of cab above side window Qty, - 01 Color, WIn Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - flood	1
200	0775524		Lights, WIn, P*H1* Pioneer, 12 VDC, 1st Mount, WIn II - Semi-recessed 15 deg P**1 Location - driver side of cab over side window Qty, - 01 Color, WIn Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - flood	1
201	0763608		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 2nd Mount, WIn II - Semi-recessed 15 deg P**1 Location - Center right side upper side sheet Qty, - 01 Color, WIn Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - flood	1
202	0763610		Lights, WIn, PCPSM2*, Pioneer, 12 VDC, 1st Mount, WIn II - Semi-recessed 15 deg P**1 Location - Center left side upper side sheet Qty, - 01 Color, WIn Lt Housing - Chrome Cover Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel PS Scene Light Optics - flood	1
203	0774336		Lights, WIn, P*H1* Pioneer, 12 VDC, 1st Location - Recessed in upper rear body bulk head one each on the RS and LS Qty, - 02 Color, WIn Lt Housing - White Paint	2

Line	Option	Type	Option Description	Qty
203			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS, Cab Sw Panel PS and Body Switch, DS Rear SS Scene Light Optics - Flood Mount, Wln II - Semi-recessed 15 deg P**1	
204	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
205	0554271		Body Skirt Height, 20"	1
206	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
207	0003405		Overflow, 4.00" Water Tank, Poly	1
208	0028104		Foam Cell Required	1
209	0775705	SP	Guard/Shield, Alum Treadplate, Above Water Tank	1
210	0652613		Aluminum Treadplate Covering Top of Water Tank	1
211	0795117		Modified Poly Tank, Raised Tee, Both Sides	1
212	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
213	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
214	0013416		Tank Fill, 2.50", Manual, Pump Panel	1
			Qty, - 1	
			Location, driver's/passenger's/center - Right	
			Adapter, Elbow - PLUG	
			Valve Location - Recessed behind the panel	
215	0003424		Not Required, Dump Valve	1
216	0048710		Not Required, Jet Assist	1
217	0030007		Not Required, Dump Valve Chute	1
218	0514778		Not Required, Switch, Tank Dump Master	1
219	0618241		Hose Bed, Aluminum, Pumper, New York Style	1
			Material Trim/Scuffplate - b) S/S, Brushed	
220	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - L -to- R : 300' of 1.75" hose / 200 of 1.75" / 1000' of 5.00" / 300' of 3.00" / 400' of 2.50" / 300' of 1.75"	
221	0689090		Divider, Hose Bed, .25" Unpainted, w/Handhold	5
			Qty, Hosebed Dividers - 5	
222	0648736		Cross Tube, Reinforcement, Above Hose Bed	1
			Location - at rear	
223	0775700		Hose Restraint, HB, 2" HeavyWeb, Velcro Strap Top, Split, Seat Belts, Bungee, Tether	1
			Location - center of hosebed	
			Nylon Web Color - Black	
			Color, Strap - Orange	
224	0581892		Divider, Hose Bed, .25" Sheet, Unpainted, Permanent	2
			Location - Above ladder storage one each side for dead-lay hose storage.	
			Qty, - 02	
225	0797757	SP	Platform/Wind Deflector, Front of Hose Bed, Gas Struts, Swell Latches	1
226	0653470		Side Sheet, Special Height	1
			Size - the same as crew cab	
227	0655329		Side Sheet, Left Side, Moved Outboard	1
228	0655195		Side Sheet, Right Side, Moved Outboard	1
229	0695399		Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
230	0689412		Tailboard, 16" Deep, Full Width, Extended Substructure	1
231	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
232	0003531		Tow Bar, Under Tailboard	1
233	0695614		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered	1
			Location, Hose Tray, Running Board - c) RH side	
			Qty, Tray, Hose - 1	
			Capacity, Hose Tray - as large as possible (35' of 5.00" - rolled)	
234	0003561		Construction, Compt, Alum, Pumper	1
235	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
236	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
237	0594005		Doors, Rollup, Amdor, Side Compartments	5
			Qty, Door Accessory - 05	
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
238	0098470		Compt, Flush Rear, Rollup, 30.75" FF, 25.88" D	1
239	0594003		Door, Amdor, Rollup, Rear Compartment	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	

Line	Option	Type	Option Description	Qty
240	0554995		No Body Modification Required	1
241	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Light Strip	6
			Qty, - 06	
242	0687146		Shelf Tracks, Painted	5
			Qty, Shelf Track - 05	
			Location, Shelf Track - LS1, LS2, LS3, RS1 and RS2	
243	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS2-Lower	
			Third, LS2-Centered, LS1-Lower Third, LS3-Lower Third and LS3-Transition	
			Point	
244	0659095		Pegboard, 3/16" Alum, Back Wall Compt, w/Track	3
			Qty, Comp. Accessory - 03	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Pegboard Back Compt Wall - LS1, LS2 and LS3	
245	0685337		Tray, Hose, Mounted on Compt Top, w/ (4) Velcro Straps	1
			Location - passenger side top of low side compartments	
			Qty, - 01	
			Fill in Blank - there will be four (4) loads of 2.50" hose in 50' lengths	
			totaling 200' of 2.50" hose	
246	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
247	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted	
248	0519849		Not Required, Hose, Hard Suction	1
249	0589116		Troughs, H.S.H., In Hose Bed, One Each Side	1
250	0626229		Handrails, Side Pump Panels, Per Print	1
251	0025450		Handrails, Rear Bulkhead	1
252	0648737	SP	Handrails, Rear, (2), Above Hose Bed, Cross Tube Mounted	1
253	0004154		Handrail, Extra - 10" Long	1
			Location, Handrails - front body top side sheet for folding steps	
			Qty, Handrails - 01	
254	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - RS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - W-Shaped Insert	
255	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
256	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
257	0004230		Ladder, 14' Duo-Safety 775A Roof	1
258	0049958		Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
259	0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting	1
			Location, Folding Ladder - Pike Pole Compt, Right Side	
260	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Akron 10' Pike Pole	
261	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Akron 6' Pike Pole	
262	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left, One (1) Right Side w/LED Light	
263	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - black	
264	0591914		Step, Folding - Extra, Body Only, Black, w/LED, Trident	1
			Qty, Folding Step - 01	
			Location, Steps Additional - RS Rear Bulkhead - 1	

Line	Option	Type	Option Description	Qty
265	0014441		Pump, Hale, QMAX-150, 1500 GPM, Single Stage	1
266	0014481		Seal, Graphite Packing Glands, Hale	1
267	0014477		Trans, Pump, Hale, Gear	1
268	0635600		Pumping Mode, Stationary Only	1
269	0604324		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Hale	1
270	0003148		Transmission Lock-up, EVS	1
271	0004547		Auxiliary Cooling System	1
272	0014486		Not Required, Transfer Valve, Stage Pump	1
273	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Left Side Pump Panel	
274	0546803		Controller, Pressure, Class 1 Total Pressure Governor (TPG)	1
275	0072170		Primer, Trident, Air Prime, Air operated, w/(1) Additional Priming Valve	1
			Inlet Extra Primer - Front Inlet	
276	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
277	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
278	0795135		Plumbing, Stainless Steel, w/Foam System	1
279	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
280	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
281	0084610		Valves, Akron 8000 series- All	1
282	0004660		Inlet, Left Side, 2.50"	1
283	0029147		Not Required, Inlet, Right Side	1
284	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
285	0004700		Control, Inlet, at Valve	1
286	0544956		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Saber, Dash-S, Imp, Vel	1
			Inlet, Size - Six	
			Drain, Suction - Swing Handle	
287	0762724		Control, Front Inlet, Akron 9327 Elec Controller, w/Override Access Door,HW	1
288	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
289	0004788		Cap, Front Inlet, Long Handle, VLH	1
290	0048644		Swivel, Smooth Chrome, 6.00" Front Inlet	1
			Inlet Bleeder - Petcock/Snubber Style Bleeder	
291	0092569		No Rear Inlet (Large Dia) Requested	1
292	0092696		Not Required, Cap, Rear Inlet	1
293	0064116		No Rear Inlet Actuation Required	1
294	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
295	0770892		Air Bleeder, At Front Inlet Swivel, Trident, Round Knob	1
			Qty, - 1	
			Fill in Blank - outboard	
296	0595541		Air Bleeder, At Pump Panel, 3/4" Swing Handle	1
			Qty, - 1	
			Fill in Blank - front inlet	
297	0092568		No Rear Auxiliary Inlet Requested	1
298	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
299	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
300	0004905		Outlet, Tank Fill, 1.50"	1
301	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
302	0092570		Not Required, Outlets, Left Side Additional	1
303	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
304	0092571		Not Required, Outlets, Right Side Additional	1
305	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
306	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - outboard as far as possible on the top of the left side forward corner of front bumper	

Line	Option	Type	Option Description	Qty
307	0004995		Outlet, Rear, 2.50"	4
			Qty, Discharges - 04	
			Location, Outlet - h) two LS and two RS	
308	0092574		Not Required, Outlet, Rear, Additional	1
309	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
310	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
311	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
312	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
313	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
314	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
315	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
316	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
317	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
318	0681048		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz, S/S Cable	1
319	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
320	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - locate back corner of dunnage area on driver side	
321	0091106		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
322	0029302		No Monitor Requested	1
323	0029304		No Nozzle Req'd	1
324	0005070		Deluge Mount, NPT	1
325	0029210		Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	2
			Capacity, Special Xlay - 200' of 1.75"	
			Qty, Crosslays - 2	
326	0029196		Not Required, 2.50" Crosslay	1
327	0029260		Not Required, Speedlays	1
328	0500535		Not Required, Hose Restraint, Crosslay	1
329	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
330	0590877		Hose Restraint, Crosslay/Deadlay, Aluminum Treadplate, Top Only	1
			Stay arm, Tray Cover - f) Rubber Latch	
			Restraint Location - Front (towards front of truck)	
331	0653395		Hose Restraint, Crosslay/Deadlay, 1" Heavy Nylon, Straps, Pull Straps, Each Side	2
			Qty, - 02	
			Type of fastener - seat belt buckle	
			Nylon Web Color - Black	
332	0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	1
333	0015215		Reel, Booster, Over Pump, Right Side, Steel	1
			Finish, Reel - Painted Job Color	
334	0011060		Switch, Reel Rewind - One at Pump Panel	1
335	0045300		Hose, Booster - 200' of 1.00"/800 PSI	1
336	0005244		Capacity, Hose Reel 200' of 1"	1
337	0007428		Nozzle for Booster Reel Not Req'd	1
338	0005410		Foam Sys, Akron Eductor 3096-95 (Single Agent)	1
			Discharge - #2 Crosslay	
339	0012126		Not Required, CAF Compressor	1
340	0552517		Not Required, Refill, Foam Tank	1
341	0031896		Demonstration, Foam System, Dealer Provided	1
342	0559077		Foam Cell, 30 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
			Foam, Brand Name - National	
343	0091036		Drain, 1.00" Foam Tank #1	1
344	0091079		Not Required, Foam Tank #2	1
345	0091112		Not Required, Foam Tank #2 Drain	1
346	0007545		Pump House, Side Control, 45", Control Zone	1
347	0594577		Pump Panel Configuration, Match Previous Unit, as Close as Possible	1
			Fill in Blank - 31036	
348	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
349	0005578		Panel, Pump Access - Right Side Only	1
350	0037731		Pump House Structure, Raised, Included with Ladder Storage	1

Line	Option	Type	Option Description	Qty
351	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
352	0586382		Gauges, Engine, Included With Pressure Controller	1
353	0005601		Throttle Included w/ Pressure Controller	1
354	0549333		Indicators, Engine, Included with Pressure Controller	1
355	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
356	0069390		Control, Air Horn At Pump Panel w/Red Button	1
357	0511888		Panel, Pump, Special Instructions, Fill in Blank Feature	1
			Fill in Blank - match previous job #31036 as close as possible	
358	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
359	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
360	0062586		Gauge, Water Level, Class 1, Pierce Std	1
361	0750203		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level, Use w/Pierce Class 1, PMFD	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - Each Side Custom Cab	
			Color, Trim - Chrome Housing	
362	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
363	0593161		Light Shield, S/S LED	1
364	0606697		Air Horns, (2) Grover, In Bumper	1
365	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
366	0540673		Control, Air Horn, DS & PS Ft Sw, Location Feature	1
			Location 1 - as far forward as possible	
			location - standard location for driver side	
367	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
368	0016133		Location, Electronic Siren, Swivel Mount Centered Overhead	1
369	0076156		Control, Elec Siren, Head Only	1
370	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
371	0601555		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Outbrd (Pos 7)	1
372	0016080		Siren, Federal Q2B	1
373	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - c) center	
374	0081923		Control, Mech Siren, Horn Ring, PS Foot Sw, Location Feature	1
			Location - as far forward as possible	
375	0602935		Lightbar, Wln, Freedom IV-Q, 72", RRRRRRW__WRRRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
376	0669501		Light, Tomar 3065-CHROME Emitter, Traffic Preemption	1
			Location - centered just in front of the light bar on bracket	
			Opticom Priority - c) Low	
			Opticom Activation - Cab Switch & E-Master	
377	0016380		No Additional Lights Req'd, Side Zone Upper	1
378	0628432		Lights, Front Zone, Wln M6** LED, 4lts Q Bezel	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Frnt Inside - r) DS Front Inside Red	
			Color, Lt PS Frnt Inside - r) PS Front Inside Red	
379	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
380	0540774		Lights, Side, Wln M9*C LED, Clear Lens	2
			Location, Lights - One each on the upper side sheets on both the RS and LS as far forward as possible in coordination with the rear upper side sheet lights.	
			Qty, - 02	
			Color, Lights, Warning - gla) red	

Line	Option	Type	Option Description	Qty
381	0564655		Lights, Rear Zone Lower, Wln M6°C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
382	0541155		Lights, Rear/Side Up Zone, Wln M9°C LED, Clear Lens 4lts	1
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
383	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
384	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
385	0751986	SP	Light, Traffic Directing, Wln TANF85, 45.12" and 12-M4ACS, 6 ea side TACTL5	1
			Location 1 - rear of upper portion of side sheet above Whelen Pioneer scene light in job color painted housing	
			Location 2 - rear upper portion of side sheet above Whelen Pioneer scene light in job color painted housing	
			Activation, Traffic Dir L - Control Head Only	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
386	0529908		Location, Traf Dir Lt, Over Bed Between Body Shts, On Cross Tube,Trdpt Box	1
387	0533175		Location, Traf Dir Lt Controller, Overhead, Center	1
388	0780368		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS 15.37", Surge Prot, Int Cab	1
			Qty, - 01	
			Location 1 - upper most portion of EMS compartment - NOTE - mount straight blade receptacle (that receptacle strip plugs in to) on the DS rear "side wall" facing inboard	
			AC Power Source - Shoreline	
389	0519934		Not Required, Brand, Hydraulic Tool System	1
390	0649753		Not Required, PTO Driven Hydraulic Tool System	1
391	0649736		Not Required, Hydraulic Tools	1
392	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
393	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
394	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
395	0027023		No Strainer Required	1
396	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
397	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
398	0602678		Axe, Flathead, Pumper, Provided by Dealer, NFPA 2016	1
399	0602668		Axe, Pickhead, Pumper, Provided by Dealer, NFPA 2016	1
400	0559573		Paint, Single Color, Custom	1
			Paint Color, Predefined - #90 Red	
401	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
402	0693797		No Paint Required, Aluminum Front Wheels	1
403	0693792		No Paint Required, Aluminum Rear Wheels	1
404	0007230		Compartment, Painted, Spatter Gray	1
405	0556647		Reflective Band, 1"- 1"- 6"- 1"- 1", (10")	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - n) ruby red	
			Color, Reflect Band - C - w) white	
			Color, Reflect Band - D - Ruby Red	
			Color, Reflect Band - E - white	
406	0077356		Reflective, Cab Face, Below the S/S Trim Band	1
407	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
408	0017359		Stripe, Black Outline, Vinyl on Reflective Band	1
			Qty, - 01	
409	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
			Color, Chevron DG - B - Red	

Line	Option	Type	Option Description	Qty
410	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
411	0027372		Lettering Specifications, (GOLD STAR Process)	1
412	0686440		Lettering, Gold Leaf, 3.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
413	0685993		Lettering, Reflective, 10.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline	
414	0686256		Lettering, Gold Leaf, 4.00", Each	12
			Qty, Lettering - 12	
			Outline, Lettering - Outline and Shade	
415	0686033		Lettering, Reflective, 4.00", Each	10
			Qty, Lettering - 10	
			Outline, Lettering - Outline and Shade	
416	0667089		Lettering, Reflective, 22.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline	
417	0655896		Sign Kit, Painted, Holder and Insert, Each	4
			Location - ship loose	
			Qty, - 04	
			Size - 7" H x 15.50" W	
418	0017273		Emblem, Maltese Cross, Gold Leaf, 12"-14", Pair	1
			Qty, - 01	
			Location, Emblem - Cab Doors	
419	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
420	0531636		Manual, (2) CD, Chassis Service, Custom	1
421	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
422	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
423	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
424	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
425	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
426	0777373		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
427	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
428	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
429	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
430	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
431	0660535		Not Required, Warranty, Electrical System	1
432	0708760		Warranty, Not Applicable, LED Strip Lights	1
433	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
434	0685945		Warranty, Transmission Cooler, WA0216	1
435	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
436	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
437	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
438	0639211		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
439	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
440	0641372		Warranty, Foam System, Not Available	1
441	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
442	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
443	0596347		Warranty, Extended, 3 Year, Custom Chassis, Class M, WA0061	1
444	0596306		Warranty, Extended, 3 Year, Pierce Body, Class H, WA0097	1
445	0683627		Certification, Vehicle Stability, CD0156	1
446	0610839		Certification, Engine Installation, Enforcer, Detroit DD13, 2016, CD0146	1
447	0686786		Certification, Power Steering, CD0098	1
448	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
449	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
450	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
451	0556828		Certification, Electric Window, Not Available	1
452	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
453	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
454	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
455	0545073		Amp Draw Report, NFPA Current Edition	1
456	0002758		Amp Draw, NFPA/ULC Radio Allowance	1

Line	Option	Type	Option Description	Qty
457	0799248		Appleton/Florida BTO	1
458	0000018		PUMPER, 2ND GEN	1
459	0000012		PIERCE CHASSIS	1
460	0562778		DD13 ENGINE	1
461	0046396		EVS 4000 Series TRANSMISSION	1
462	0020012		HALE PUMP	1
463	0020009		POLY TANK	1
464	0028087		EDUCTOR FOAM SYSTEM	1
465	0020006		SIDE CONTROL	1
466	0020007		AKRON VALVES	1
467	0020014		FRONT SUCTION	1
468	0020015		ABS SYSTEM	1
469	0658751		PUMPER BASE	1

Quantity	Description	Per Unit Price	Quote
4	Steamlight Vulcan – LED 44451 ORANGE BOX LIGHT	\$165.554	\$662.22
1	BULLARD T3XBUNDLE W/ETT THERMAL IMAGER	\$9,188.500	\$9,188.50
1	FHU 54" JPB-54 PRO BAR LINCOLN BAR	\$324.013	\$324.01
1	Firequip Hydro Flow – LDH 5" storz x 25' Supply Hose	\$271.688	\$271.69
28	Firequip 800 DD 1 ¾ Attack Hose	\$116.380	\$3,258.64
10	Firequip 800 DD 2 ½ Attack Hose	\$169.510	\$1,695.10
10	Firequip Hydro Flow – LDH 5" STORZ X 100' SUPPLY HOSE	\$602.543	\$6,025.43
1	Firequip Hydro Flow – LDH 5" STORZ X 50' SUPPLY HOSE	\$392.438	\$392.44
2	FIREQUIP HYDRO FLOW - LDH 5" STORZ X 30' SUPPLY HOSE	\$362.250	\$724.50
6	FIREQUIP 800 DD 3" X 50' ATTACK HOSE	\$218.845	\$1,313.07
1	FIREQUIP 800 DD 2 1/2 FILL HOSE 25'	\$131.560	\$131.56
1	FIREQUIP WILDLAND ULTRA FORESTRY 1" X 100' FORESTRY HOSE	\$135.355	\$135.36
2	FIREQUIP WILDLAND ULTRA FORESTRY 1" X 50' FORESTRY HOSE	\$78.430	\$156.86
2	FIREQUIP MAXI-FLEX 6" F X 6" M 10' HARD SUCTION	\$370.645	\$741.29
2	FIREQUIP MAXI-FLEX 6" M X 5" STORZ 10' HARD SUCTION	\$537.625	\$1,075.25
6	Elkhart 04XD017F TIP 200/75 1 ¾ FOG NOZZLE	\$388.125	\$2,328.75
2	ELKHART 00665007 TIPS 2 1/2 SMOOTHBORE NOZZLE	\$222.835	\$445.67
2	ELKHART 0069XD08 SHUTOFF 300/75 2 1/2" FOG NOZZLE	\$429.387	\$858.77
2	ELKHART 04XD025F TIP 300/75 2 1/2" FOG NOZZLE	\$480.033	\$960.07
1	ELKHART 04XD010F TIP 95GPM NOZZLE	\$388.125	\$388.13

Quantity	Description	Per Unit Price	Quote
1	ELKHART 0033XD02 SHUTOFF 95GPM NOZZLE1	\$303.048	\$303.05
1	TFT UE-095 FOAM EDUCTOR	\$593.400	\$593.40
1	TFT FJ-MX-095-NF/F140FP FOAM NOZZLE (POK IS NO LONGER IN BUSINESS)	\$410.550	\$410.55
2	RED HEAD STYLE 36 2 1/2"M X 2 1/2"M 2 1/2 DOUBLE MALE	\$17.664	\$35.33
1	RED HEAD STYLE 37 1 1/2"F X 1"M 1 1/2" X 1 REDUCER	\$18.849	\$18.85
2	Elkhart X-86-A 2 ½ GATE VALVE	\$389.988	\$779.98
2	Elkhart B-97A 2 ½ GATED WYE	\$1,280.502	\$2,561.00
1	Red Head S-36 5IN STORZ x 2 ½ IN REDUCER	\$132.055	\$132.05
2	FHU RH-4 4' D-HANDLE NY HOOK	\$95.220	\$190.44
2	FHU RH-6 6' NY HOOK	\$112.413	\$224.83
1	FHU PPST-8 8' PIKE POLE	\$121.670	\$121.67
2	FHU FA-8 8LB FLAT HEAD AXE	\$105.800	\$211.60
1	FHU FAP-6 PICK HEAD AXE	\$58.190	\$58.19
1	FHU 30" PRO BAR 30" PRO BAR	\$238.050	\$238.05
1	FHU SOFT PAK BRUSH PUMP INDIAN BAG	\$171.925	\$171.93
1	FHU BC-30 36" BOLT CUTTERS	\$88.608	\$88.61
1	KIDDE 466403 WATER CAN	\$103.983	\$103.98
1	KIDDE CARBON DIOXIDE CO2 EXTINGUISHER	\$253.092	\$253.09
1	AMEREX B570 CLASS D EXTINGUISHER	\$393.645	\$393.65
1	KIDDE 466204 DRY CHEM EXTINGUISHER	\$132.273	\$132.27

Quantity	Description	Per Unit Price	Quote
1	TFT TFT-UM12 PRO PACK	\$891.250	\$891.25
1	ELKHART B-100-L 1 1/2" GATE WYE	\$294.458	\$294.46
1	00695531 ELKHART DB-375-A 2.5" X 1.5" SHUTOFF W/SHORT BASE	\$454.572	\$454.57
1	02551001 ELKHART TRIPLE STACK TIPS 1 1/4", 1 1/8", AND 1"	\$289.375	\$289.37
1	Style 155-2.5" Red Head 2.5" inline pressure Gauge	\$180.550	\$180.55
			\$40,217.00

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ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

* City of Columbia
Name of End User (local government, agency, or non-profit corporation)

* 1800 Main Street
Mailing Address

* Columbia SC 29201
City State ZIP Code

* By: Cheresa Wilson
Signature of chief elected or appointed official

* Teresa Wilson, City Manager
Typed Name & Title of Signatory Date 5/31/2018

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120 Houston, TX 77027

By: [Signature]
82EC270D5D61423
Executive Director

Date: 6/22/2018

*Denotes required fields

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

rev. 12/15



CIP# SS7171
 Metro Wastewater Treatment Plant
 Levee Improvements
 Change Order #3
 October 24, 2019

Reason of Change: A modification of the Contract Agreement between the City of Columbia (City) and Stutts and Williams, LLC. (Contractor) is requested to address a fill material calculation error on the part of the contractor. Correction of this error does not affect the original selection of S&W to perform this work. All other provisions of the agreement, except as herein modified or changed, remain in full force and effect.

Description of Change:

1. Change Order Proposal #3. This change is necessary for additional fill material. The total cost of this change is \$50,000.00.

Funding Source:

Sanitary Sewer funds.

Proposed Change and Basis for Payment:

Owner's Contingency Allowance (not included in contract amount):

Original Allowance Total:	\$118,249.95
Previous change orders:	(\$118,249.95)
This change (reduction):	\$0.00
Revised Owner's Contingency Allowance:	\$0.00

Proposed Change and Basis for Payment:

Original contract price:	\$788,333.00
Previous change orders:	\$126,846.94
This change:	\$50,000.00
Revised contract price:	\$965,179.94

Contract Completion Dates:

Notice to Proceed Date:	4/8/2019
Original Final Completion Date:	2/2/2020
Previous change in additional days:	9
This change in additional days:	0
Final Completion Date for all Work included in Change Order No. 1:	2/11/2020

CIP# SS/171
Change Order #3

This Change Is Acceptable:

Stutts and Williams, LLC.

By: Joseph Williams

Title: 11/03/2010

City of Columbia

Recommended for Approval:

Lawrence Westbury
Lawrence Westbury

Construction Administrator

Recommended for Approval:

Sam Caton
Sam Caton

Sr. Construction Administrator

Recommended for Approval:

Michael F. Shaw, P.E.
Michael F. Shaw, P.E.

Asst. City Engineer for Engineer Const.

Recommend for Approval:

N/A
Julia Nelly

ORC Compliance Department

Approval of Change/Date:

Teresa Wilson (City Manager)
Teresa Wilson (City Manager)

City Manager

Attachments: Proposal #3

APPROVED AS TO FORM

Teresa Wilson
Legal Department City of Columbia, SC

Background Narrative
SS7171 MWWTP Levee Improvements
Change Order #3
October 24, 2019

After award of this contract it was discovered that there was a discrepancy in the Contractor's calculations regarding the quantity of fill material required to construct the proposed levee to the required lines and grade delineated in the construction drawings. Correction of this discrepancy would be extremely expensive for the contractor, and contacting the contractor's bonding company for relief would be injurious to the contractor, and time consuming for the City.

In discussing this issue with the contractor, it was agreed to compensate the contractor in an amount roughly half the unit bid cost of the fill material necessary to complete the levee construction.

This amount, \$50,000.00, when added to the original contract amount, is still significantly less than the next lowest competitive bid received for this project.

CHANGE ORDER and/or RFP DOCUMENTATION & CALCULATION SPREADSHEET

PROJECT: CIP# SS7171 - Metro WWTP Levee Improvements						PRIME: Stutts & Williams, LLC				SUBCONTRACTOR:							
DATE: September 11, 2019			NTP Date: 07/22/19		Completion Date: 11/01/19		Additional Days Needed: 0		New Completion Date: 02/11/20								
CO # 3		RFP # 3		MATERIAL				LABOR		EQUIPMENT							
ITEM #	DESCRIPTION	VENDOR	QTY	UNIT	UNIT COST	TAX if	TOTAL COST	# of Men	Loaded Rate/ PERSON	TOTAL COST	VENDOR	UNIT COST	# HOURS OR DAYS	TAX if	Fuel & Oil	TOTAL COST	
						applies								applies			
	Import & Place Fill - North Levee		1	LS	50,000.00	0%	50,000.00	0	-	0.00		-	0			0.00	
TOTAL							\$50,000.00	TOTAL		\$0.00	TOTAL						\$0.00
SUBCONTRACTOR		Note: All materials listed must have appropriate receipts attached before approval of CO. Receipts must clearly display Date, Project Name, Number, & Vendor. If taxed, receipt must show % and State name. Loaded Labor Rate shall be full & complete payment for total cost of worker. Rate shall include, but not limited to, fringe benefits, payroll taxes, retirement, insurance, etc... At precon, Contractor shall supply a list of loaded rates based on category of employee/worker along with a general description of responsibilities. A/E & City will review and submit comments as to acceptance or rejection of proposed rates.															
MATERIALS COSTS:		\$0.00															
LABOR COSTS:		\$0.00															
EQUIPMENT COSTS:		\$0.00															
Combined Costs:		\$0.00															
Overhead & Profit(show %):		0.00%		\$0.00		Note: O & P "%" will effect what "%" Prime can charge											
Bond & Insurance(show%):		0.00%		\$0.00													
TOTAL:		\$0.00															
PRIME CONTRACTOR																	
MATERIALS COSTS:		\$50,000.00															
LABOR COSTS:		\$0.00															
EQUIPMENT COSTS:		\$0.00															
Combined Costs:		\$50,000.00															
Subcontractor Total:		\$0.00															
Overhead & Profit(show %):		0.00%		\$0.00		Note: O & P is a combined maximum of 15% between Sub & Prime!											
Bond & Insurance(show%):		0.00%		\$0.00													
TOTAL:		\$50,000.00															
GRAND TOTAL:		\$50,000.00		Form Prepared By: Joey Williams						Title Owner				Date: September 11, 2019			
		Engineer Reviewed and Recommended By:										Date:					

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract/Change Order Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage
Original Contract:	\$ 788,333.00	\$ 630,333.00	80.0%	\$ 158,000.00	20.0%
Revised Contract	\$ 788,333.00	\$ 113,333.00	14.4%	\$ 675,000.00	85.6%
CO# 1:	\$ 51,846.94	\$ 16,846.94	32.5%	\$ 35,000.00	67.5%
CO# 2:	\$ 75,000.00	\$ 15,000.00	20.0%	\$ 60,000.00	80.0%
This Change Order: (Increase)	\$ 50,000.00	\$ 0.00	0.0%	\$ 50,000.00	100.0%
Revised Original Contract:	\$ 965,179.94	\$ 145,179.94	15.0%	\$ 820,000.00	85.0%

Original Project Contract Amount: \$788,333.00 Original Protégé Amount: \$158,000.00

MPP Project #/Name: SS7171 Change Order #: 03 (Ex: 01, 02)

Change Order/Amendment Amount: \$50,000.00

Amendment Justification: Provided Below; or Attach (Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding): ☒ Yes ☐ No

Additional Soil Import for the Levee Project due to Topographic Discrepancies.

Change Order/Amendment Type:

1. ☐ No Cost (Please sign and return form if no cost)
2. ☒ Time Extension - End Date (Please sign and return form if no cost)
3. ☒ Funding Increase – Amount (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- Amount of Change Order/Amendment to be received by the protégé: \$50,000.00
- Please indicate the services the protégé will be providing for this change order/amendment (in box below):

The Protégé will be performing all of the grading work.

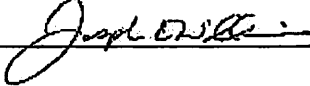
B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

4. Revised scope of work

Providing additional import for grading the levee.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Stults & Williams, LLC (Mentor Firm) this 24th day of October 2019.

By:  Title: Owner

EXECUTED by HammerHead Utilities, LLC (Protégé Firm) this 24th day of October 2019.

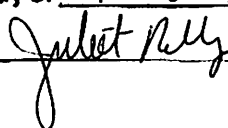
By:  Title: CFO

OBO Statement for the change order/amendment:

OBO has reviewed this time extension (until 2/11/2020) and funding increase change order. The original project contract amount was \$788,333.00 the original Protégé contract amount was \$158,000.00 at 20%.

The revised project contract amount, previous change orders and current change order amount is \$965,179.94 The Protégé will receive \$820,000.00 at 85% of the total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
6 day of November 2019.

By:  Title: Compliance Administrator

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.

Requisition # R202091JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Engineering Division,
operational support of the Consent Decree Required Capacity Assurance Program

(1)
(2)
(SS7544)

as a sole source procurement from AECOM, Inc (Employer of Kathryn Nexsen, P.E.)

based upon the following justifications For the past 3 years, Kathryn Nexsen, P.E. (AECOM) has provided support for the Capacity

Assurance Program. Working out of the CW2020 office, her knowledge of the CAP requirements, program processes, and system knowledge

has allowed the CAP program to continue to function as required by providing the following support; weekly review of Precap and CAP requests, developing, tracking

and managing the CAP SharePoint Page with information to maintain CD Compliance, performing hydraulic analysis as needed to support capacity

reviews, performing industrial development capacity reviews, management of Satellite Sewer System submittals, and update of program documents and information.

This sole source is valid through June 30, 2020

Amount \$ 64,000

Engineering

Department

John R. Ryzar 11-15-19

[Signature]
Signature of Department Head

11/15/19
Date

[Signature]
Signature of Purchasing Agent

12/2/19
Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

City of Columbia

Assistance with Capital Assurance Programs

The services performed by AECOM Technical Services, Inc. (Consultant) as a part of this Scope of Service include providing technical consulting support for the City of Columbia (CITY) to assist City engineering staff related to the Capacity Assurance Program (CAP) that is required by the Consent Decree. The scope of services involves the following:

- Meet with personnel at the City to obtain the necessary information required to prepare the CAP analyses.
- Present completed CAP analyses to the City for review and approval.
- Review PreCAP and CAP requests weekly.
- Perform hydraulic analyses as needed to support capacity reviews using SewerCAD.
- Develop, track and manage the CAP SharePoint page with information to maintain Consent Decree compliance.
- Work with City's GIS personnel to update map of capacity limitations monthly.
- Perform industrial development capacity reviews.
- Manage Satellite Sewer System submittals.
- Update CAP program documents and information, including the CAP website.
- Assist other related services to assist City engineering staff when requested.

Compensation for services provided under this Scope of Services will be on an hourly basis in accordance with Consultant's current Hourly Rate Schedule attached as EXHIBIT B.

Exhibit B
AECOM TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2019

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$230.00
Senior Project Manager (M3)	\$200.00
Senior Environmental Scientist	\$175.00
Project Manager (M2)	\$180.00
Senior Project Engineer	\$160.00
Senior Environmental Health & Safety Manager	\$150.00
Project Manager (M1)	\$145.00
Project Engineer 2	\$125.00
Senior Design Associate	\$140.00
Senior Hydro Geologist	\$125.00
Environmental Scientist 2	\$125.00
Project Engineer 1	\$110.00
Senior Design Technician	\$105.00
Environmental Scientist 1	\$90.00
Engineering Associate	\$95.00
Project Administration	\$90.00
Project Representative	\$95.00
Design Technician	\$80.00
CADD	\$75.00
Administrative Services	\$60.00
Traffic Systems Technician/Operator	\$50.00
Co-op Student	\$65.00

Survey & GIS Services

Regional Survey Manager	\$180.00
Senior Survey Manager	\$160.00
Survey Manager	\$140.00
Survey Project Manager	\$120.00
Survey Technician	\$100.00
Survey Crew Chief	\$85.00
Survey Instrument Operator	\$55.00

Senior GIS Project Manager	\$150.00
GIS System Designer	\$155.00
GIS Specialist IV	\$115.00
GIS Specialist III	\$105.00
GIS Specialist II	\$95.00
GIS Specialist I	\$80.00
GIS Technician III	\$75.00
GIS Technician I	\$60.00

Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

January 1, 2019 to December 31, 2019

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

CONTRACT

City of Columbia, South Carolina

WM4521 (MPP)

CityWide Water Main Repairs for Water Maintenance Districts 1 & 4, LOT #1

Bid #029-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **Carolina Tap and Bore, Inc.** with legal address and principal place of business at **2430 Morningside Dr. West Columbia SC, 29169**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the City of Columbia SC.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred Eighty-Five Thousand Nine Hundred Ten Dollars and Zero Cents (385,910.00).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specification for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Emergency Water Leaks Mapbook

9.2.8 COC Water Installation Details 2019

9.2.9 Drawings, numbered 1 through 1, inclusive and dated 5/15/2019.

9.2.10 Addenda numbers 1 to 3, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

9.2.12 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon

expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

Carolina Tap & Bow, Inc.

BY:

[Signature]

(CORPORATE SEAL)

Attest

Melvin J. Cannon

Address for giving notices:

2430 Morningside Dr.
West Columbia, SC 29169

Date:

12/10/19

Owner

City of Columbia, SC

BY:

[Signature]
Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

[Signature]


Address for giving notices:

Department of Procurement and Contracts1800 Main Street, 2nd FloorColumbia, SC 29201

Date:

12/10/2019

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

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

1 Proposal Amount - LOT #1

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	M
G H Smith Construction, Inc	1	EA		No Bid				
Carolina Tap & Bore, Inc.	1	EA		\$385,910.00	\$385,910.00			
North American Pipeline Manag	1	EA		\$391,410.60	\$391,410.60			
Stutts & Williams, LLC	1	EA		\$796,216.00	\$796,216.00			

2 Proposal Amount - LOT #2

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	M
North American Pipeline Manag	1	EA		\$302,938.65	\$302,938.65			
Carolina Tap & Bore, Inc.	1	EA		\$310,550.00	\$310,550.00			
G H Smith Construction, Inc	1	EA		\$416,375.00	\$416,375.00			
Stutts & Williams, LLC	1	EA		\$719,671.00	\$719,671.00			

1

Manufacturer #

2

Manufacturer #

CONTRACT

City of Columbia, South Carolina

WM4522 (MPP)

CityWide Water Main Repairs for Water Maintenance Districts 2 & 5, LOT #2

Bid #029-19-20-LAG

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at **PO Box 683638 Marietta GA, 30068**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by the City of Columbia SC.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Three Hundred Two Thousand Nine Hundred Thirty-Eight Dollars and Sixty-Five Cents (302,938.65).**

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation To Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specification for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Emergency Water Leaks Mapbook.

9.2.8 COC Water Installation Details 2019.

9.2.9 Drawings, numbered 1 through 1, inclusive and dated 5/15/2019.

9.2.10 Addenda numbers 1 to 3, inclusive.

9.2.11 Any modification, including Change Orders, duly delivered after execution of Contract.

9.2.12 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

This Contract is subject to the final approval of Council and shall become effective on the date listed on the subsequent Notice to Proceed (NTP) and City of Columbia Purchase Order. The Contractor shall not perform work on or incur any costs associated with this contract prior to the commencement date listed on the Notice to Proceed and the City issued purchase order for work outlined herein. The City assumes no liability for any expenses incurred prior to the issuance of the NTP and purchase order.

Contractor

BY:

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY:

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurement and Contracts

1800 Main Street, 2nd Floor

Columbia, SC 29201

Date: _____

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Contract must accompany the executed Contract.

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

Grajales, Leydi Y

From: Bolling, Andrea R
Sent: Wednesday, November 27, 2019 2:08 PM
To: Grice, Latisha A
Cc: Gable, Bennie L; Porth, Gary B
Subject: RE: BID#029-19-20-LAG -CityWide Water Main (WM4521) & (WM4522)

Follow Up Flag: Follow up
Flag Status: Flagged

Latisha,

Based on the bid tab and a review of the itemized bid forms, the apparent low bidders are as follows:

WM4521 Lot 1 – Carolina Tap and Bore at \$385,910
 WM4522 Lot 2 – North American Pipe Management at \$302,938.65

Please let me know if you have questions or need additional information. Thanks!

-Andrea

From: Grice, Latisha A
Sent: Wednesday, November 27, 2019 1:59 PM
To: Gable, Bennie L <Bennie.Gable@columbiasc.gov>; Bolling, Andrea R <Andrea.Bolling@columbiasc.gov>
Subject: BID#029-19-20-LAG -CityWide Water Main (WM4521) & (WM4522)

Please see the attached Bid Tab.

--Latisha

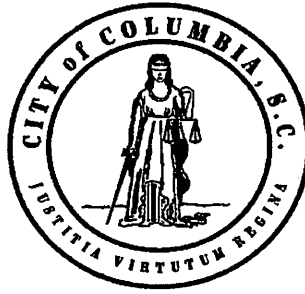


Latisha A. Grice, MPA
 Bid Coordinator
 Department of Procurement & Contracts
 1800 Main St 2nd Fl., Columbia, SC 29201
 Phone: 803-545-3469 Fax: 803-758-1013
 Email: latisha.grice@columbiasc.gov

www.columbiasc.net

Not everything that is faced can be changed, but nothing can be changed until it is faced.

-- James Baldwin



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: Gary Porth, Construction Procurement Manager
Department of Procurement and Contracts
DATE: November 27, 2019

SUBJECT: BID#029-19-20-LAG City Wide Water Main Repairs for Water Main Districts (WM4521 and WM4522)

Bids for this project were opened publicly at 1:30 p.m. on November 27, 2019 in the second floor Conference Room, 1800 Main Street.

The bids submitted for this project were in participation with the Mentor Protégé Program (MPP) and the Local Business Enterprise Program (LBE). The project was bid in two lots with the City reserving the right to award the project by lot to the lowest responsive and responsible bidder for each lot. The apparent *responsive* low bidder for Lot 1 is Carolina Tap and Bore, Inc. of Columbia, SC at \$385,910.00.

The apparent *responsive* low bidder for Lot 2 is North American Pipeline Management, Inc. of Marietta, GA at \$302,938.65. The second lowest *responsive* bidder for Lot 2 was Carolina Tap & Bore, Inc. of Columbia, SC at \$310,550.00 which is a difference of \$7,611.35, which appears to be within 5% of apparent low bidder.

I am attaching the Bid Tabulation and the bidder responses for both Carolina Tap & Bore, Inc. and North American Pipeline Management, Inc. with this email. Carolina Tap & Bore, Inc. included the Mentor Protégé Implementation Plan with their response but North American Pipeline Management, Inc. did not include a Mentor Protégé Implementation Plan with their response.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me. Please also verify if the LBE program may be invoked by Carolina Tap & Bore, Inc. for Lot #2.

If a compliance review was not required, please make that notation, sign and return memo back to me.

Please let either me or Latisha Grice know if you have any questions or if you need anything further.

Thank You.

Gary Porth
Construction Procurement Manager

Juliet Nelly, Compliance Administrator

Date: _____

Please see memo attached.

[Signature]

12/3/19



Office of Business Opportunities

1401 Main Street, 4th Floor, Columbia, South Carolina 29201
Phone: 803-545-3950 • Fax: 803-401-8859

Inter-Office Memorandum

TO: Gary Porth, Construction Procurement Manager
Department of Procurement and Contracts

FROM: Juliet Nelly, Compliance Administrator

DATE: December 3, 2019

SUBJECT: BID#029-19-20-LAG City Wide Water Main Repairs for Water Main Districts (WM4521 and WM4522)

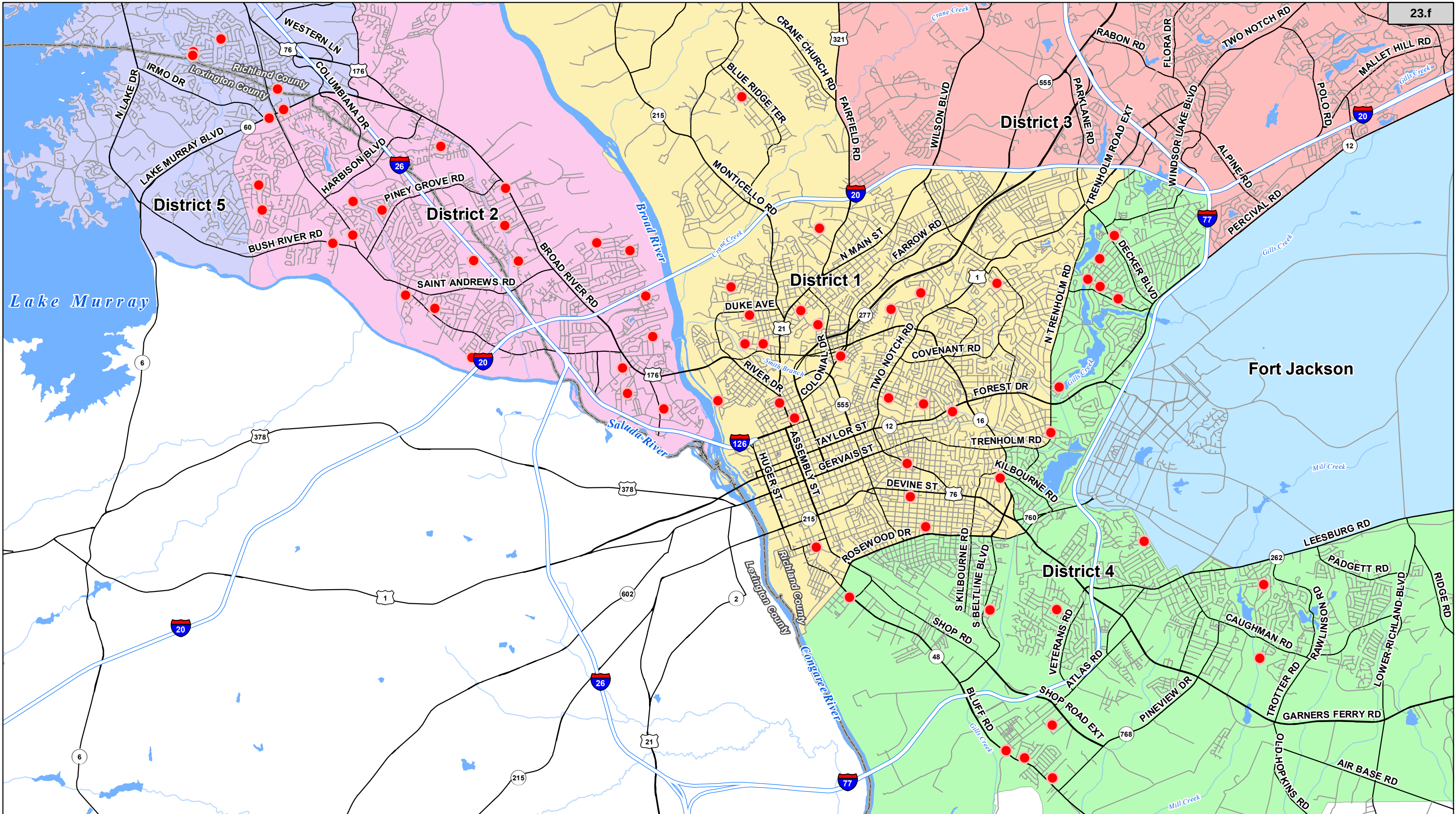
The Office of Business of Opportunities – Compliance has reviewed the attached paperwork for BID# 029-19-20 for both Lot 1 and Lot 2. The bids submitted for this project were in participation with the Mentor Protégé Program (MPP), Local Business Enterprise Program (LBE), as well as the Mentor being on the approved Columbia Water Meter and Tap List.

The apparent *responsive* low bidder for Lot 1 is Carolina Tap and Bore, Inc. of Columbia, SC at \$385,910.00. The apparent *responsive* low bidder for Lot 2 is North American Pipeline Management, Inc. of Marietta, GA at \$302,938.65.

The LBE Policy does not apply here, prior to bid opening neither Carolina Tap and Bore, Inc. nor North American Pipeline Management, Inc. were LBE certified.


Juliet Nelly, Compliance Administrator

Date: 12/3/19





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Emergency Water Leak Locations



District 1



District 2



District 3



District 4



District 5



Fort Jackson


1 inch = 1 mile

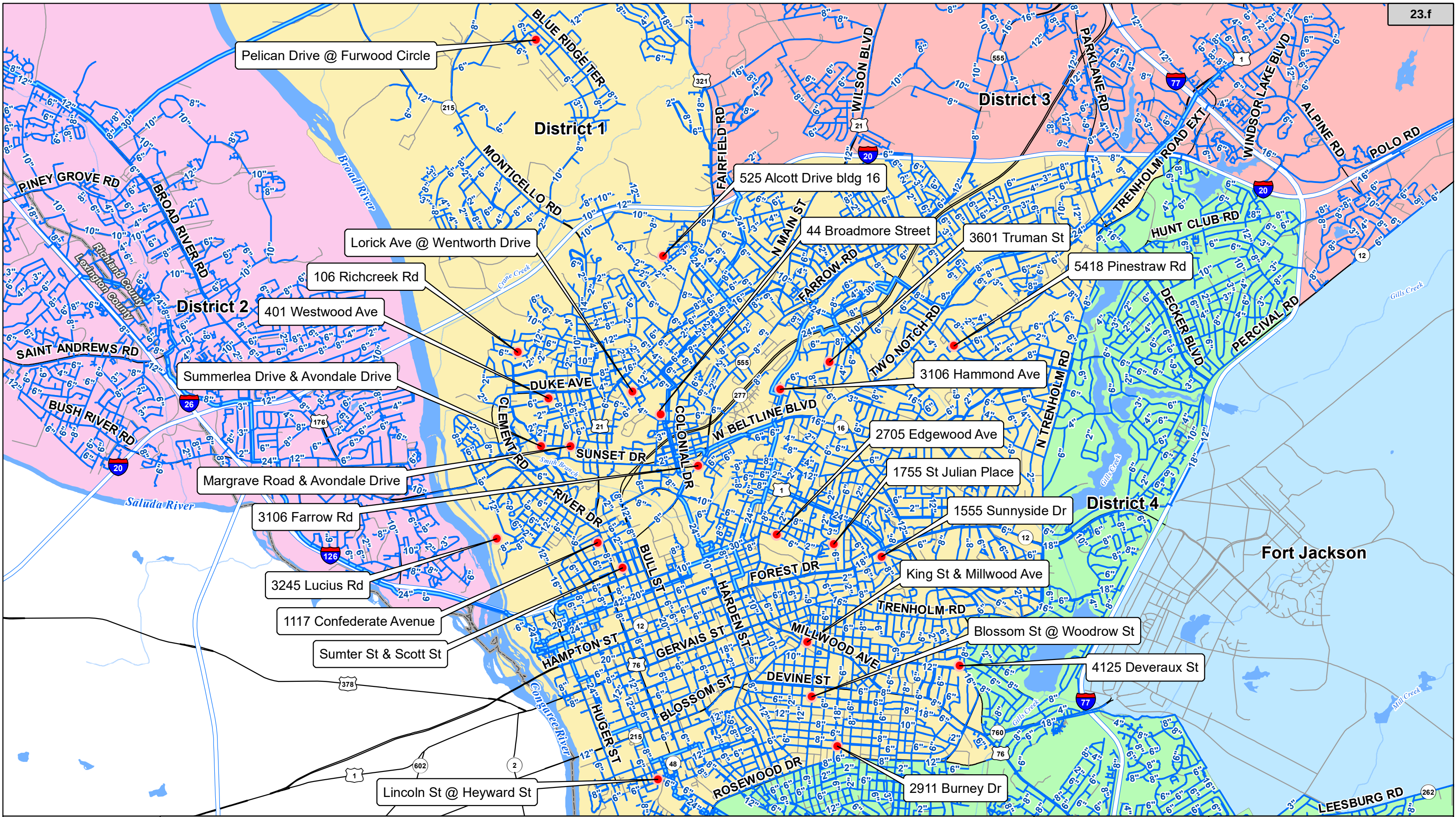
00.512

Miles

Emergency Water Leaks

Prepared For: Co

Packet Pg. 333





Drinking Water • Wastewater • Stormwater



We Are Columbia

Emergency Water Leak Locations

Water Distribution Line

Water Transmission Line

District 1

District 2

District 3

District 4

District 5

Fort Jackson

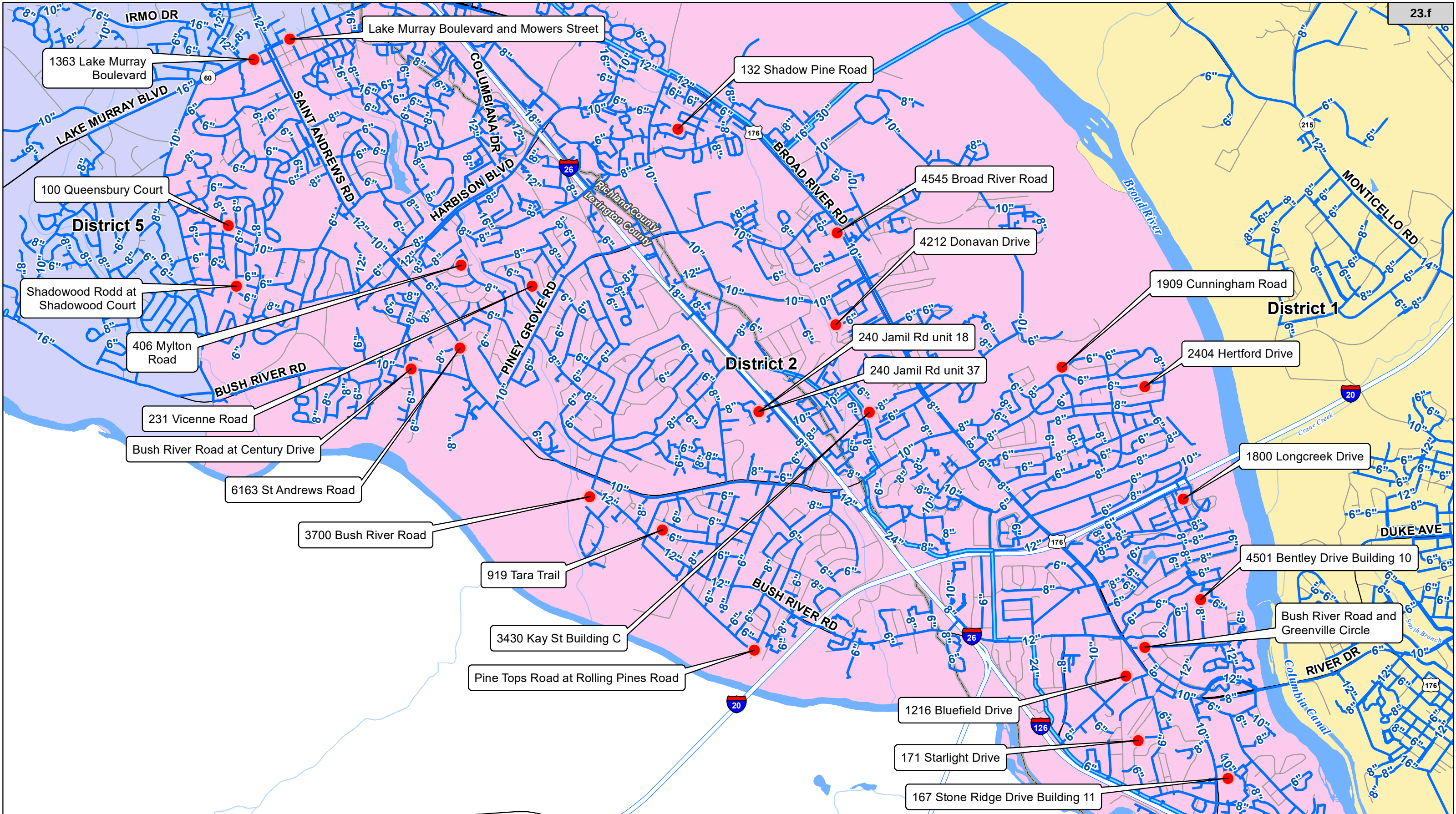


1 inch = 1 mile

0 0.25 0.5 1 Miles

Emergency Water Leaks

Packet Pg. 334





SAV: November 13, 2019
CW2020 Water/Production Maps/Emergency Water Leaks

Emergency Water Leak Locations

Water Distribution Line

Water Transmission Line

District 1

District 2

District 5



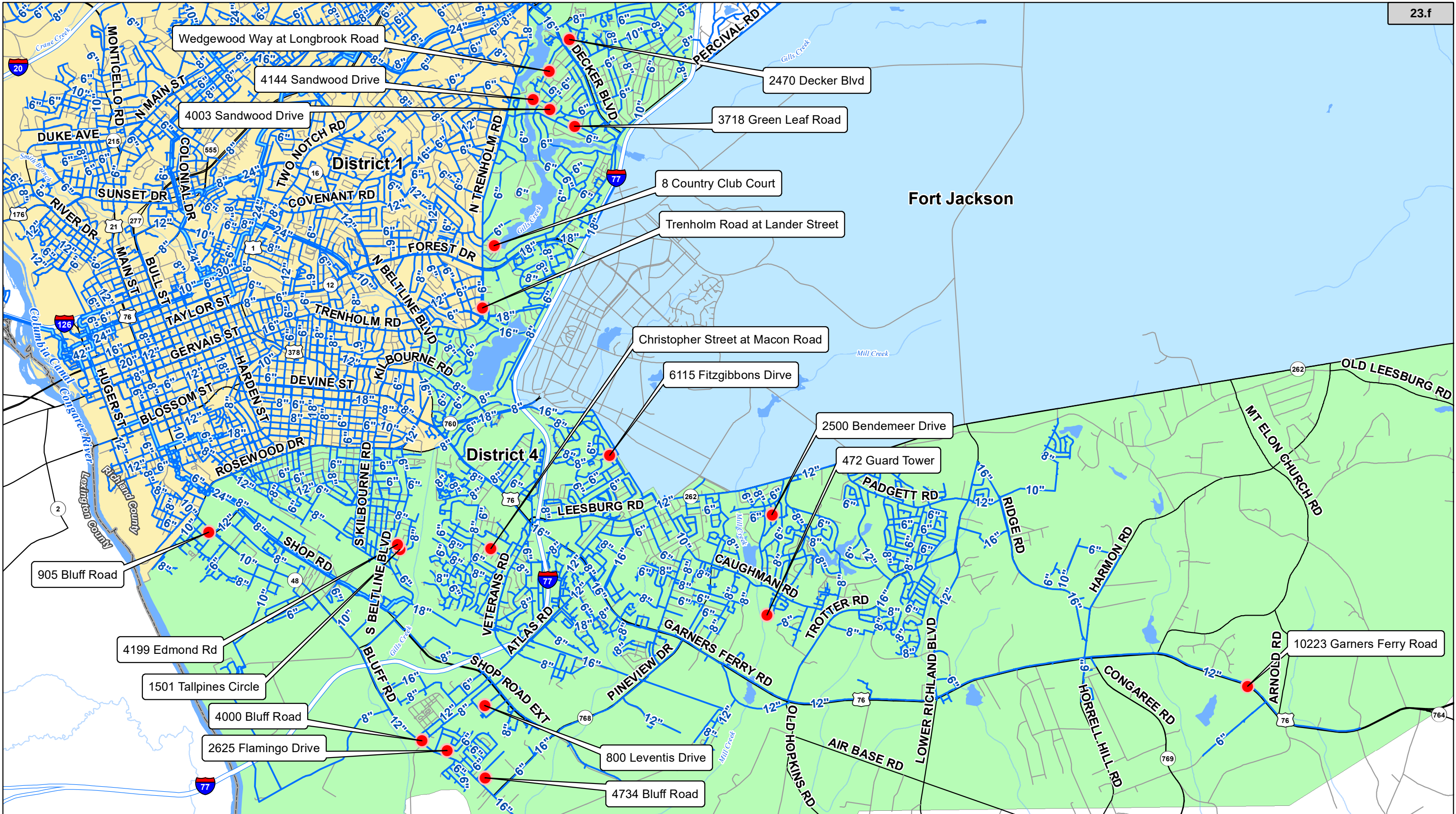
1 inch = 1 mile

0 0.2 0.4 0.8 Miles

Emergency Water Leaks

Prepared For: Co

Packet Pg. 335



Drinking Water • Wastewater • Stormwater

We Are Columbia

SAV: November 13, 2019
CW2020 Water/Production Maps/Emergency Water Leaks

Emergency Water Leak Locations

Water Distribution Line

Water Transmission Line

District 1

District 4

Fort Jackson

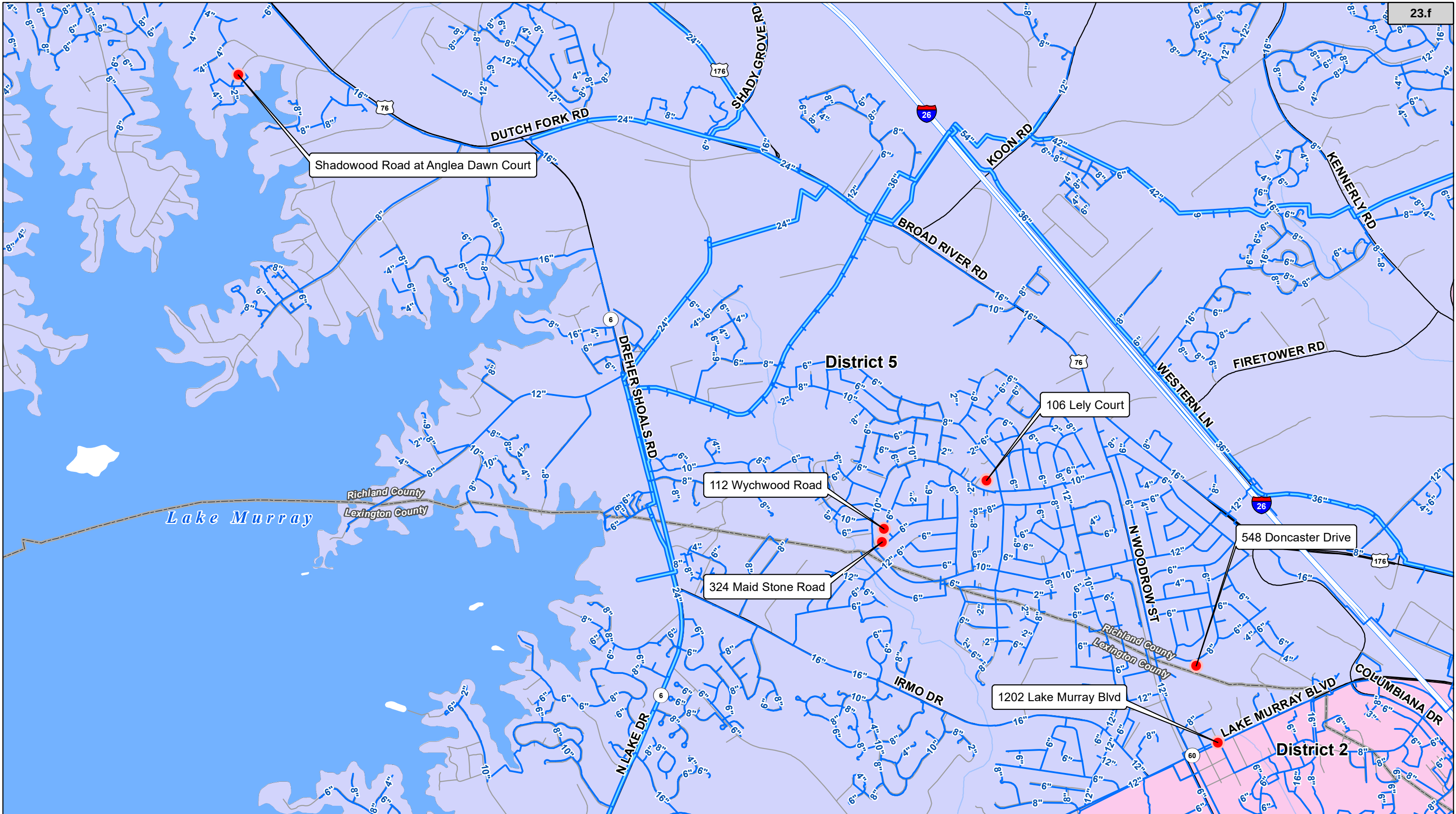
1 inch = 1 mile

0 0.25 0.5 1 1.5 Miles

Emergency Water Leaks

Prepared For: Co

Packet Pg. 336



Emergency Water
Leak Locations



Water Distribution Line

Water Transmission Line



District 2

District 5



1 inch = 2,000 feet

0 750 1,500 3,000
Feet

Emergency Water Leaks



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/27/2019

Project Number: WM4521 & WM4522

Mentor: Carolina Tap & Bore, Inc.

Project Name: Citywide WM Repairs

Protégé: LG Utilities, LLC

Duration of the Project: 60 Consec. days

Project Contract Amount: Lot 1 - \$385,910.00
Lot 2 - \$310,550.00

Protégé Amount: Lot 1 - \$85,000.00
Lot 2 - \$65,000.00

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

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

Both parties will provide manpower, equipment and purchase materials. The work will be segmented such that the mentor will be completely responsible for the piping installation in total along certain streets and the protégé will be completely responsible for the piping installation along his certain streets. Traffic control items will be provided by the Mentor for use by both Mentor & Protege'

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

Obtaining a project from the city allows the parties to work together in a real world application. The protégés personal have the opportunity to work with city inspectors and have the assistance from well conditioned field people. The protégé will purchase materials which will provide the opportunity to increase their creditworthiness. The protégé will gain experience in dealing with Vendors

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

The mentor and protégé team leaders will meet to discuss the portioning of the work; the identification, scheduling and purchasing of materials; payment planning and applications; equipment and personnel requirements; and establish date sensitive goals.



CITY OF COLUMBIA

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

Mentor:

The Mentor will provide a skilled superintendent who is experienced in pipe installation

Protégé:

The Protege' will provide the equipment & personnel to complete the task

Subcontractors:

We don't have any subcontractors for this job. We only have one Vendor of choice and that is Fortiline Waterworks.

Special Arrangements:

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

a. Description of Mentor's responsibilities:

The Mentor will provide the bonding; accomplish his portion of the work; provide office and field guidance to the Protégé; purchase materials; and make payment applications to the city.

b. Description of Protégé's responsibilities on project:

The Protégé will accomplish his portion of the work, purchase materials, invoice the Protégé for work achieved.

c. Description of responsibilities that will be completed as a team:

Clean up, restoration & traffic control

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

The entire job will be completed in 30 days. We will be working side-by-side with our Protege'.



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

The lead field men will meet weekly to discuss the work to be accomplished and any specific requirements needed to accomplish those goals. Team leaders will converse as needed to ensure that materials and equipment are available to maintain the work flow.

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

Obviously a primary goal was met by obtaining a project which provides work for the companies and their personnel. The protégé will improve his creditworthiness and knowledge of purchasing materials while gaining field experience for the protege's people. As projects are won & completed the protégé's reputation will be enhanced with pliers.

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

The Mentor & Protégé' team leaders will meet to discuss payment applications, productivity, concerns, etc...

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

Typically the Protégé will invoice for the work that he has accomplished and the materials that he has purchased on a monthly basis. His billing will be included with the mentor's billing to the city. The funds will be distributed upon receipt from the City.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
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Phone: 803-545-3049 Fax: 803-545-4130

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
None						

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

Protégé Contract Value: LOT 1: \$85,000 - LOT 2: \$65,000.00

Percentage of Contract: LOT 1: ~~21%~~ 25% - LOT 2: 21% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by Carolina Tap & Bore (Mentor Firm) this 27 day of November, 2019.
Corporate SEAL

By: Richard Young
Title: President

ATTEST:

By: Melba Cannon
Title: Corporate Secretary

EXECUTED by LG Utilities (Protégé Firm) this 27 day of November, 2019.
Corporate SEAL

By: Susan B. Leitner
Title: President

ATTEST:

By: Crystal M. Hanna
Title: Administrative Assist.

RECOMMENDED FOR APPROVAL: *LOT One Only. Jm OBO Compliance

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 3 day of NOVEMBER, 2019.

By: Juliet Holly
Title: Compliance Administrator



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CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 11/27/2019

Project Number: WM4521(#1) WM4522(#2)

Mentor: North American Pipeline Mgmt.

Project Name: City Wide WM Repairs

Protégé: Southern Roots Landscaping Mgmt.

Duration of the Project: 60

Project Contract Amount: Lot #1: \$391,410.60
Lot #2: \$302,938.65Protégé Amount: Lot #1: \$78,283.00
Lot #2: \$60,588.00

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

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

If awarded, NAPM will handle general project management and SR's PM will work closely with NAPM's PM on daily oversight and tracking. NAPM will perform main pipe scope and SR will perform misc. pipe scope, trucking and restoration work. NAPM & SR will share a common lay down yard in Columbia, SC to partner on daily schedule, material logistics and safety communication.

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

SR partnered with NAPM during estimation phase contacting Material suppliers and utilizing estimation software. If team is awarded project, the project's scale will provide opportunity for SR to take steps toward its quantitative Bonding, Insurance and Revenue goals; this will also encourage steps toward its equipment goals.

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

NAPM/SR will set schedule/production/cost for the project; then collaborate as a team to achieve those goals. Team will track project costs and progress via monthly work in progress meetings and discuss corrections as needed.



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

Mentor:

Will provide lead PM, bonding, insurance, material purchase assistance and labor/equipment for main pipe work.

Protégé:

Will provide Asst. PM, material purchase and labor/equipment for misc. pipe work, trucking and restoration.

Subcontractors:

NAPM will procure any needed subcontractors and SR will assist with supervising their activities.

Special Arrangements:

NAPM/SR will each provide a PM that will work closely to management project.

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

a. Description of Mentor's responsibilities:

Contract administration, subcontractor procurement, pay applications, as-built tracking, and main pipe & appurtenance installation.

b. Description of Protégé's responsibilities on project:

Submittals, RFIs, permits, misc. pipe work, trucking, and restoration.

c. Description of responsibilities that will be completed as a team:

Estimation, scheduling, project management, deliverable tracking, safety, material purchase.

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

Estimated project duration is 2 months (60 days). SR will have roles during the pre-construction, construction and post-construction phases of the project.



CITY OF COLUMBIA

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Compliance Division

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Phone: 803-545-3049 Fax: 803-545-4130

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

Project specific, NAPM and SR's PMs will collaborate on schedule, work scope assignments, deliverable and progress tracking; as well as make sure necessary MPP forms are completed and submitted when required.

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

NAPM and SR wish to continue their positive relationship and reputation with the CoC. If awarded, NAPM/SR will be committed to regular communication with CoC's mngt. personnel during each phase of the project and partner to achieve proper construction, minimum disruption to public and complete project on-time.

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

NAPM/SR PMs will communicate daily on project's schedule and logistics. Shared lay down yard will be utilized for crew safety meetings during active construction. NAPM/SR's management will meet monthly to review overall project cost, production and status; as well as complete quarterly MPP reports when necessary.

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

NAPM, SR and subs (if applicable) will submit daily logs of completed work to be summarized on a monthly pay application. NAPM will review and submit approved applications for payment to CoC on an agreed date (typically 25th). SR and subs will be on a NET 30 day pay schedule with final retainage released upon project close out.



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Department of Utilities and Engineering
Compliance Division

P.O. Box 147 | Columbia, South Carolina 29217

Phone: 803-545-3049 Fax: 803-545-4130

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
N/A						

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

Protégé Contract Value: Lot#1: \$78,283.00 Lot#2: \$60,588.00

Percentage of Contract: Lot#1: 20% Lot#2: 20% (Minimum of 20% of total contract amount is required)



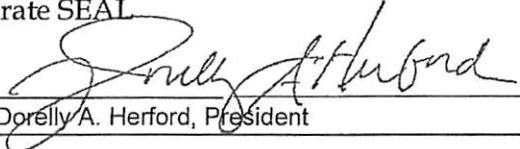
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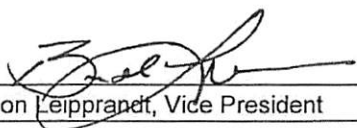
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

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

EXECUTED by NAPM, Inc. (Mentor Firm) this 27th day of November, 2019.
Corporate SEAL

By: 
Title: Doreilly A. Herford, President

ATTEST:

By: 
Title: Brandon Leipprandt, Vice President

EXECUTED by Southern Roots, LLC. (Protégé Firm) this 27th day of November, 2019.
Corporate SEAL

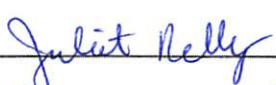
By: 
Title: Bryce Yarbrough, Owner

ATTEST:

By: 
Title: Brandon Leipprandt, Vice President (NAPM)

RECOMMENDED FOR APPROVAL: * LOT two Only. gm 060-Compliance

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 3
day of NOVEMBER, 2019.

By: 
Title: Compliance Administrator

Bid No.: 029-19-20-LAG CityWide Water Main Repairs for Water Maintenance Districts

Page 33 of 60

Business Information Record for Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Southern Roots Landscape Management, LLC. 3965 W. Beltline Blvd, Ste. 11 Columbia, SC 29204	Bryce Yarbrough (678) 576-5914	Misc. Pipe Work, Trucking, Restoration	Lot #1 \$78,283.00	20 %	SBE	No
Southern Roots Landscape Management, LLC. 3965 W. Beltline Blvd, Ste. 11 Columbia, SC 29204	Bryce Yarbrough (678) 576-5914	Misc. Pipe Work Trucking, Restoration	Lot #2 \$60,588.00	20 %	SBE	No
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ Lot #1: \$78,283.00 Lot #2: 60,588.00

TOTAL CONTRACT AMOUNT: \$ Lot #1: \$ 391,410.60 Lot #2: \$302,938.65

I certify this information is true, correct, complete and active.

Business Name: North American Pipeline Management, Inc.

Representative Name/Title: Dorelly A. Herford, President

Date: 11/27/2019

Contract Amendment #2

RFQ006-16-17-LRL

Agreement for Engineering Services

Utility Relocation and Upgrade Services for Water and Wastewater System Improvements

December 5, 2019

Description of Change: Request change in Agreements for Engineering Services between the City of Columbia (City) and awarded consultants (CDM Smith Consultants Inc., Hazen and Sawyer, and Michael Baker International) under RFQ006-16-17-LRL dated [December 6, 2017] (Agreements) to compensate consultants for providing Utility Relocation and Upgrade Services for Water and Wastewater System Improvements. This Amendment increases the cumulative not-to exceed amount for all aforementioned awarded consultants under RFQ006-16-17-LRL to \$11,827,394.12.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

Awards:	\$2,280,000.00
Amendment 1 (Increase funding for Fiscal Year 2019-2020):	\$3,547,394.12
Current Contract Total:	\$5,827,394.12
Amendment 2 This Change	
(Increase/additional funding for Fiscal Year 2019-2020):	\$6,000,000.00
Cumulative Change Total:	\$11,827,394.12

Current listing of consultant specific issued work orders is provided on the following pages.

THIS SPACE INTENTIONALLY LEFT BLANK

CDM Smith Consultants Inc. - Current Issued Work Orders:

Work Order #1 Leesburg Road Widening (SCDOT):	\$629,271.00
Work Order #2 Carolina Crossroads:	\$300,000.00
Current Work Order Total:	\$929,271.00

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

CDM Smith Consultants Inc.

City of Columbia

Office of the City Manager

Print Name_____
Teresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date**Recommended by:**

By:	_____ Dana Higgins, P.E., LEED, Director of Engineering	_____ Date
By:	_____ Clint E. Shealy, P.E., Assistant City Manager for Columbia Water	_____ Date
By:	_____ Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent	_____ Date

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Hazen and Sawyer - Current Issued Work Orders:

Work Order #1 Chapin New Road Phase I:	\$142,600.00
Work Order #1 Amendment #1:	\$774,580.00
Bluff Road Improvements PO# P172663:	\$208,300.00
Farrow Road. at North Brickyard Road PO# P173316:	\$150,000.00
Ripley Station Road at Rawls Creek (Lex. Co.) PO# P176652:	\$181,400.00
Current Work Order Total:	\$1,456,880.00

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Hazen and Sawyer

City of Columbia

Office of the City Manager

Print Name_____
Teresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date**Recommended by:**

By:

Dana Higgins, P.E., LEED, Director of Engineering_____
Date

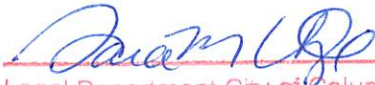
By:

Clint E. Shealy, P.E., Assistant City Manager for Columbia Water_____
Date

By:

Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent_____
Date

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Michael Baker International - Current Issued Work Orders:

Work Order #1 Alpine Road & Old Percival Road Traffic Circle (SCDOT):	\$88,109.00
Work Order #1 Amendment #1 (increase):	\$1,980.00
Work Order #2 Patterson & Caroline Rd. Sidewalk Improvements (SCDOT):	\$70,180.00
Work Order #2 Amendment #1 (increase):	\$53,127.91
Work Order #3 US#1 Bridge Replacement over CSX RR at Fontaine Rd. (SCDOT):	\$65,474.00
Work Order #4 Sparkleberry Road Sidewalk:	\$84,895.00
Work Order #5 Woodvalley Drive:	\$47,355.00
Work Order #6 South Main St. (Blossom St. to Pendleton St.):	\$414,150.00
Current Work Order Total:	\$825,270.91

This Amendment also provides correction for the previous Amendment (actual Amendment #1) was inadvertently titled Amendment #2.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

This Change is Acceptable:**Name of Firm**

Michael Baker International

City of Columbia

Office of the City Manager

Print Name_____
Teresa Wilson, City Manager_____
Signature_____
Signature_____
Date_____
Date**Recommended by:**

By:

Dana Higgins, P.E., LEED, Director of Engineering_____
Date

By:

Clint E. Shealy, P.E., Assistant City Manager for Columbia Water_____
Date

By:

Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent_____
Date

APPROVED AS TO FORM


 Legal Department City of Co



Department/Division Name
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

Memorandum

November 12, 2019

Subject: Utility Relocation – Additional Funds for FY 19/20

Additional funds are necessary to complete known and potential SCDOT utility relocation projects over the next eight months under the current consultants' contracts. City staff have been advised of four new projects (Fairfield Road over Crane Creek, Farrow Road at Ames Road, Blossom St. Bridge, and Arcadia Lakes East Bridge Replacement) and one existing projects that requires a scope amendment (Carolina Crossroads), for a total approximate design fee of \$4.8 million.

- **Fairfield Road over Crane Creek**
New Project – Design fee \$1,200,000
Covers the project from planning through final project close out. This includes costs for permitting due to wetland and floodplain encroachment.
- **Farrow Road at Ames**
New Project – Design fee \$1,200,000
Covers the project from planning through final project close out. There is the potential for rail road coordination which has been included in the scope/fee.
- **Blossom St. Bridge**
New Project – Design fee \$1,400,000
Covers the project from planning through final project close out. There is the potential for rail road coordination which has been included in the scope/fee
- **Arcadia Lakes East Bridge Replacement**
New Project – Design fee To Be Determined
The City has been advised that this project is expected within the next 6 months. However, SCDOT has not provided plans or additional details. Until that information is received, an estimate of the total scope cost cannot be completed.
- **Carolina Crossroads**
Existing contract - \$300,000
Covers initial coordination with SCDOT including the development and review of MOA for Carolina Crossroads, which is expected to be a template for future MOAs under the new Senate Legislation

ColumbiaSCWater.Net



Estimate for additional scope - \$1,000,000

Covers Phase 1 and 2 of Carolina Crossroads design review, establishment of preliminary engineering report of Colonial Life Pump Station, standard specs, design criteria, estimated costs, implementing oversight of design build design, construction administration, and Resident Project Representative (RPR) services for Phases 1 and 2. It also continues planning scope for Phases 3, 4, and 5 as needed.

SCDOT is expected, over the next eight months, to request utility relocations of City assets which will require design services. An additional \$1.2 million is being requested to cover Arcadia Lakes East and unknown projects.

The understanding from SCDOT is that reimbursement will be provided to the City up to the maximum of 4% of the total SCDOT project cost as outlined in the Senate legislation for these four projects.

It is recommended the amount of \$6 million be approved for utility relocation and upgrade projects.



CITY COUNCIL

December 3, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 2.69 acres NW/S Clemson Road; TMS# 25705-07-36

Council District:	4	
Proposal:	Request to annex, assign interim land use classification of Regional Activity Corridor (AC-3) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.	
Applicant:	Gallion Group, Inc.	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	11/04/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (6-0)
Annexation, 1 st Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	12/17/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/21/20: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/04/20: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/21/20: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/04/20: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 2.69 acres

Current Use: Vacant

Proposed Use: Vacant

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current County Land Use: Mixed Use Corridor

Proposed Interim City Land Use: Regional Activity Corridor (AC-3)

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial (C-3)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

Because this property is vacant, we find that annexation of this property **would not have a significant impact on calls for service**. However, if this property is developed commercially in the future, there would likely be an increased number

of calls for service – based upon projected calls for service on other recently annexed properties within this development, the cost could be approximately \$4,000 annually.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is outside of the City of Columbia sewer service area.

Water Customer Care

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers. If the property is developed in the future, this would represent new revenue.

Planning & Development Services

We recommend annexation of this property, a vacant parcel within a primary area as designated in the Urban Service Area plan. **At the current taxable value of the land, the annual real estate tax revenue generated would be approximately \$6,500.** However, if developed, the annual real estate tax revenue would be expected to increase.

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor by Richland County.

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)

- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West. Surrounding parcels in unincorporated Richland County are currently zoned GC and RS-MD.

The proposed interim City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Regional Activity Corridor (AC-3) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

2.69 acres NW/S Clemson Road, TMS# 25705-07-36;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

25.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



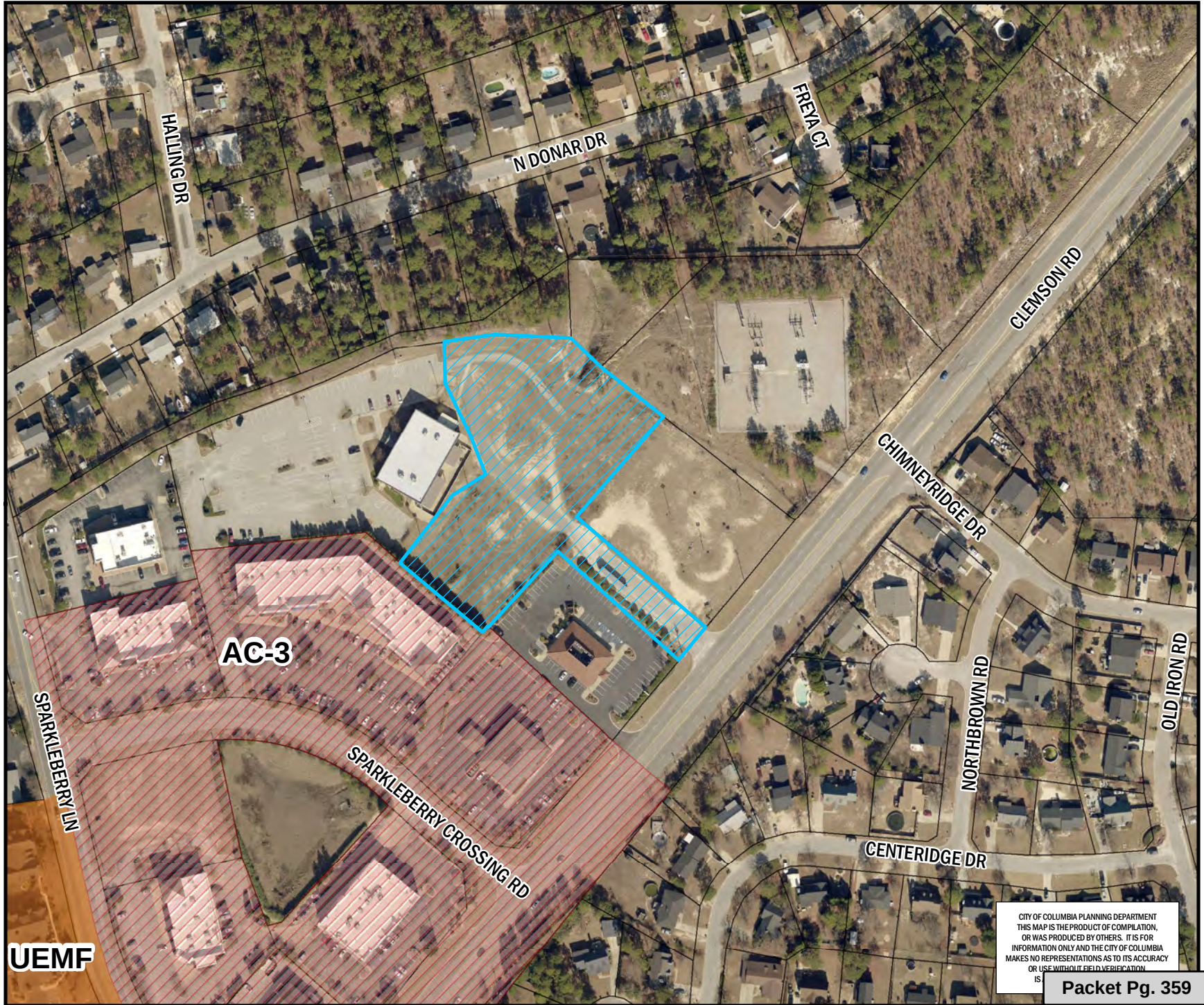
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 21, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
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Packet Pg. 359

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2.69 acres NW/S Clemson Road, TMS# 2570
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

25.a

Legend

PARCELS

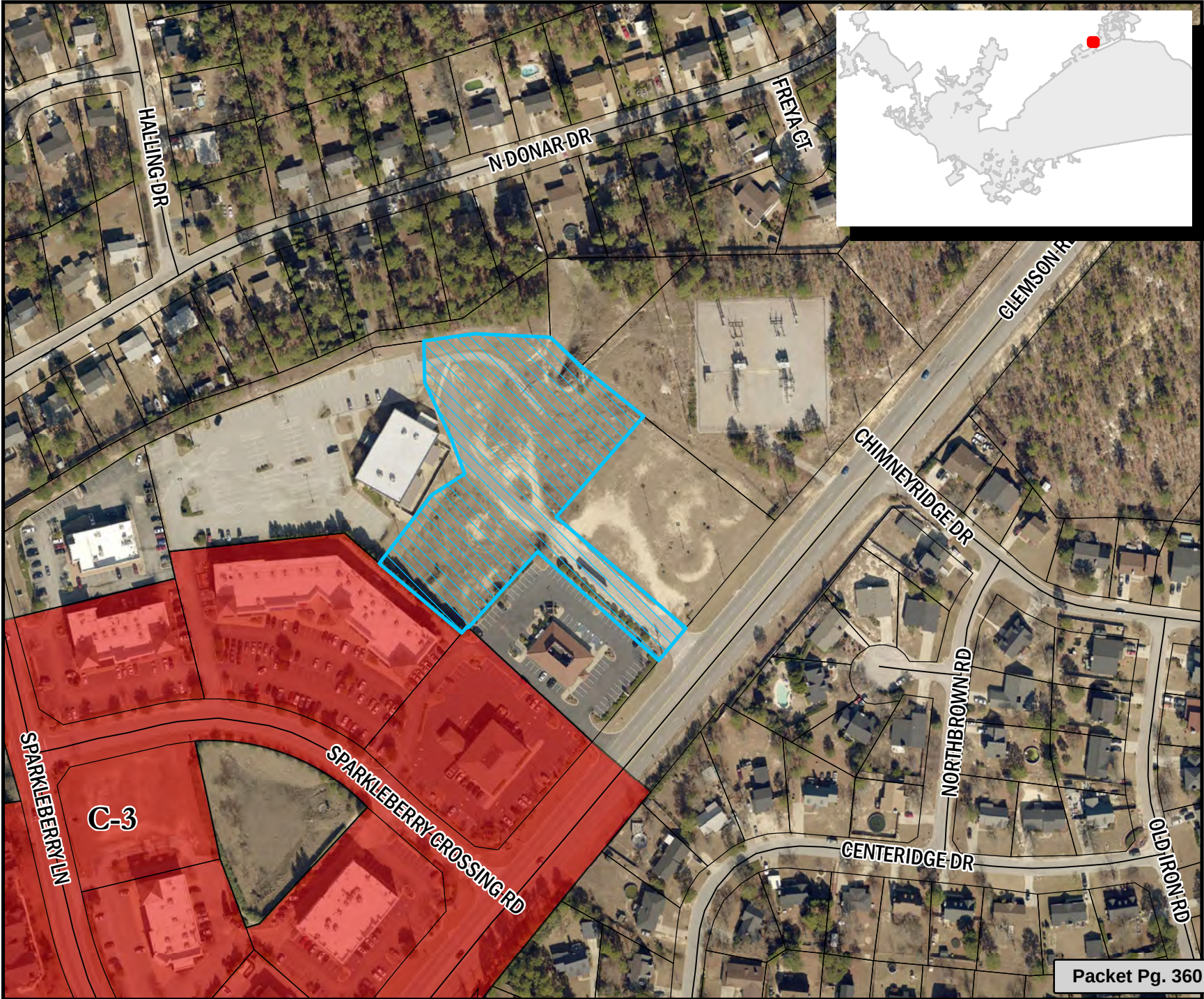
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RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 21, 2019

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ORDINANCE NO.: 2019-100

Annexing 2.69 acres NW/S Clemson Road, Richland County TMS#25705-07-36

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of General Commercial District (C-3), apportioned to City Council District 4, Census Tract 114.14, contains 2.69 acres, and shall be assigned an interim land use classification of Regional Activity Corridor (AC-3).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25705-07-36

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-100

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the northwestern side of Clemson Road (S-40-52), near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 8B, containing 2.69 acres, more or less, and shown on a Boundary Survey of a Portion of Lot #8, Sparkleberry Crossing Lot Split, prepared for Premier Development I, LLC by WK Dickson, dated July 9, 2007 and recorded July 17, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1336 at Page 1544; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: October 3, 2019
 RE: **Property Address:** 2.69 acres, NW/S Clemson Road
Richland County TMS#: 25705-07-36
Owner(s): Gallion Group, Inc.
Current Use: Vacant
Proposed Use: Vacant
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Regional Activity Corridor (AC-3)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 4, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

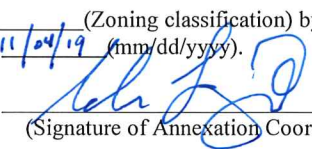
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Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saeed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
-----	---	---

Planning Commission Land Use Recommendation: AC-3 (Land Use classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 6-0 on 11/04/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

2.69 acres NW/S Clemson Road, TMS# 25705-07-36;
Current Rich. Co. FLU: Mixed Use Corridor, Proposed FLU: AC-3

25.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
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-  EC - Employment Campus
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-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



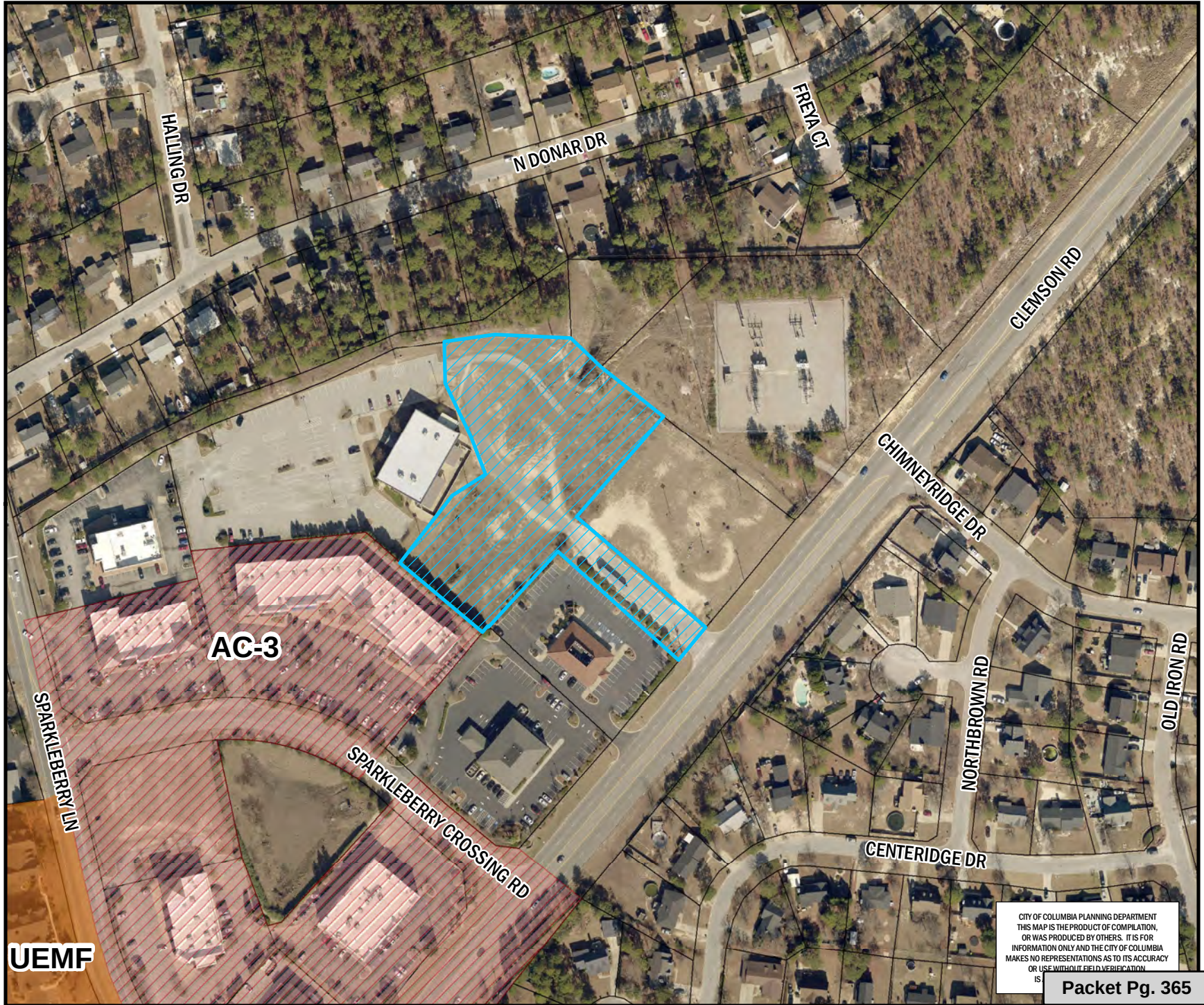
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 3, 2019



We Are Columbia



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Packet Pg. 365

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

2.69 acres NW/S Clemson Road, TMS# 2570
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

25.b

Legend

PARCELS

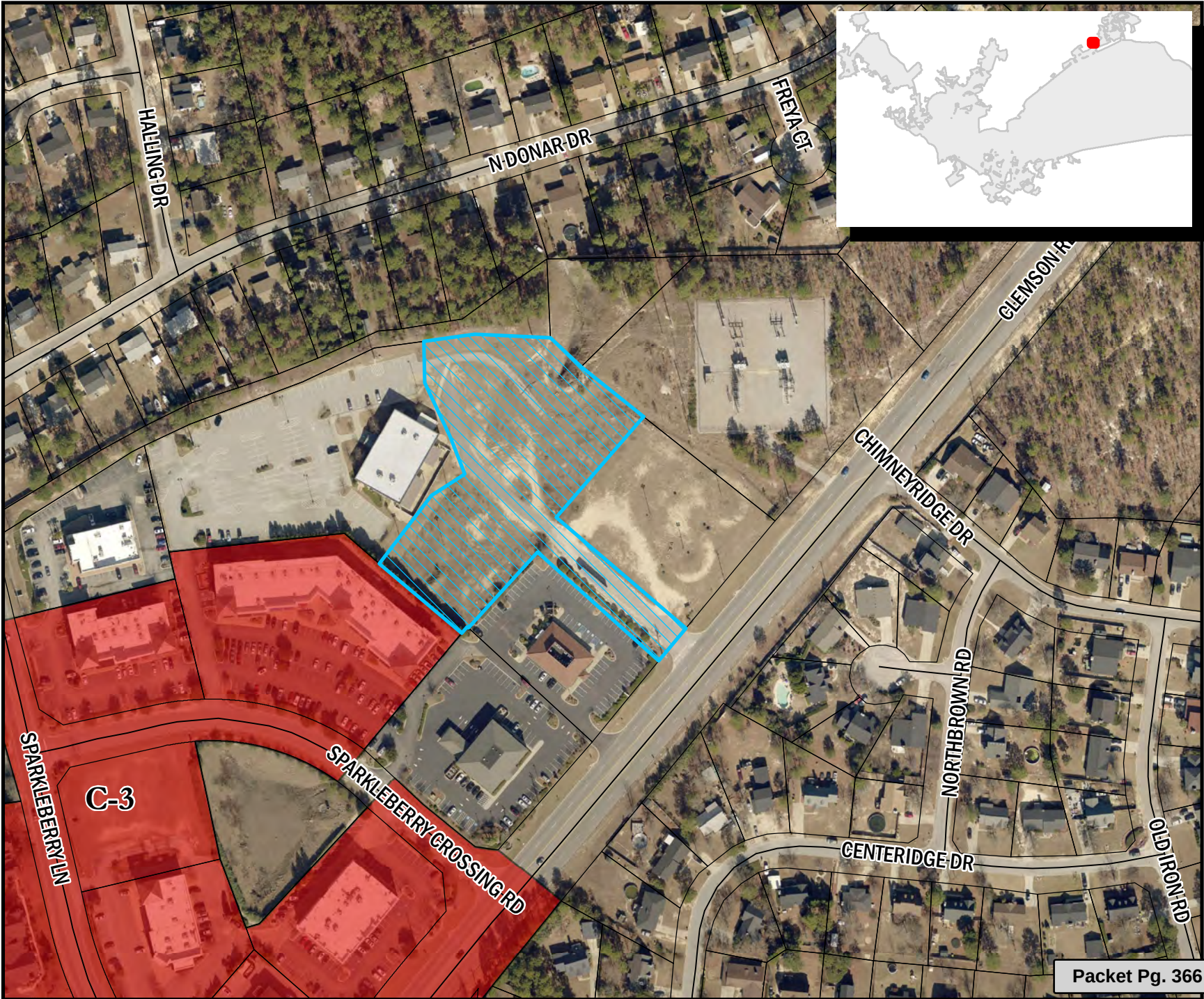
D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 3, 2019

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the northwestern side of Clemson Road (S-40-52), near the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as Lot 8B, containing 2.69 acres, more or less, and shown on a Boundary Survey of a Portion of Lot #8, Sparkleberry Crossing Lot Split, prepared for Premier Development I, LLC by WK Dickson, dated July 9, 2007 and recorded July 17, 2007 in the Office of the Register of Deeds for Richland County in Record Book 1336 at Page 1544; and having the boundaries and measurements as shown on said plat; reference being craved thereto for a more complete and accurate description.

Richland County TMS: 25705-07-36

Property Addresses: 2.69 acres, NW/S Clemson Road

Gallion Group, Inc.

BY:

Harinder Singh

Date:

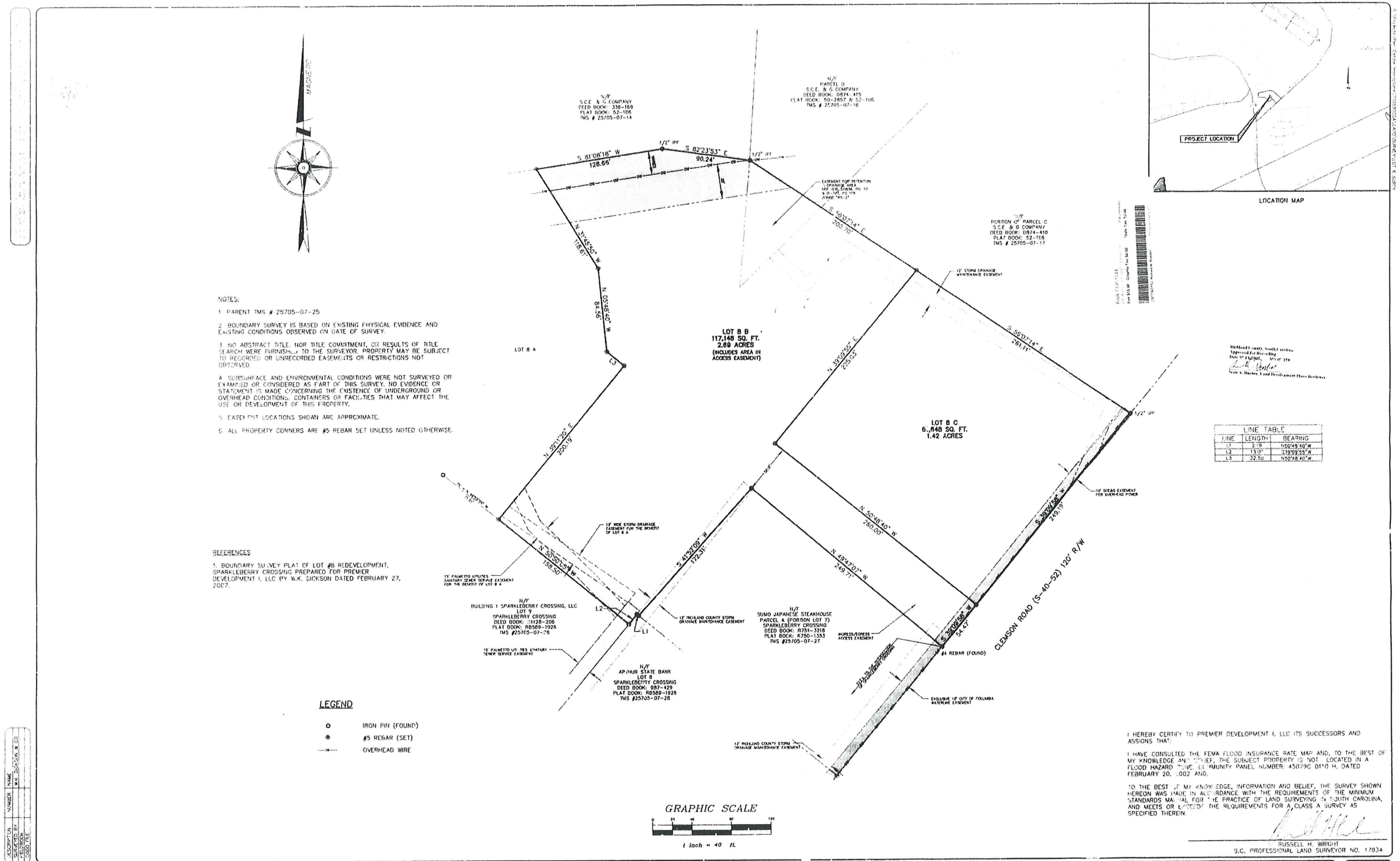
9/20/2019

HARINDER SINGH

ITS:

PRESIDENT

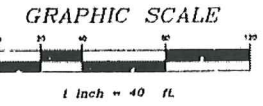
(Print or Type Name)



- NOTES:
- 1. PARENT TMS # 25705-07-25
 - 2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON DATE OF SURVEY.
 - 3. NO ABSTRACT TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. PROPERTY MAY BE SUBJECT TO UNRECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED.
 - 4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 - 5. EASEMENT LOCATIONS SHOWN ARE APPROXIMATE.
 - 6. ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS NOTED OTHERWISE.

- REFERENCES
- 1. BOUNDARY SURVEY PLAT OF LOT #8 REDEVELOPMENT, SPARKLEBERRY CROSSING PREPARED FOR PREMIER DEVELOPMENT I, LLC BY W.K. DICKSON DATED FEBRUARY 27, 2007.

- LEGEND
- IRON PIN (FOUND)
 - #5 REBAR (SET)
 - OVERHEAD WIRE



LINE TABLE

LINE	LENGTH	BEARING
L1	2.19	N50°49'40"W
L2	13.07	S12°02'55"W
L3	22.50	N50°48'40"W

I HEREBY CERTIFY TO PREMIER DEVELOPMENT I, LLC ITS SUCCESSORS AND ASSIGNS THAT:

I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE. COMMUNITY PANEL NUMBER: 45079C 0110 H, DATED FEBRUARY 20, 2002 AND:

TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

RUSSELL H. WRIGHT
S.C. PROFESSIONAL LAND SURVEYOR NO. 17934

REVISION	NUMBER	DATE
1	1	2007.07.09

DATE: JULY 9, 2007 PREPARED FOR: PREMIER DEVELOPMENT I, LLC NEAR COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA	BOUNDARY SURVEY OF A PORTION OF LOT #8, SPARKLEBERRY CROSSING LOT SPLIT
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CITY COUNCIL

December 3, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 8550 Farrow Road; TMS# 17104-05-01

Council District:	1	
Proposal:	Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned Light Industrial (M-1) by Richland County.	
Applicant:	Pantry Express, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	APPROVE
PC Recommendation:	11/04/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (6-0)
Annexation, 1 st Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	12/17/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/21/20: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/04/20: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/21/20: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/04/20: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.69 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Secondary Area
Current County Land Use: Economic Development Corridor
Proposed Interim City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Light Industrial (M-1)
Proposed Interim City Zoning: Light Industrial District (M-1)
Census Tract: 108.05

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation may result in an increased number of calls for services and will cost the CPD **approximately \$8,000 annually** to provide service for this property based upon current calls for service at similar properties within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Water service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

Planning & Development Services

We recommend annexation of this property, a gas station and convenience store within a secondary area as designated in the Urban Service Area plan. Based upon the current taxable value and current tax rates, **the annual real estate tax revenue generated would be approximately \$7,600.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Secondary areas are those areas where the City determines it logical or advantageous to provide services, but where all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For instance, it may be that the property is outside of the generally accepted fire response area, or the storm drainage and/or road system is substandard. Annexation in these areas may occur, but a more detailed analysis will be needed to determine the possible impact on revenue. As is stated in the policy, these areas may include “higher value” properties that would prove beneficial to revenues.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Economic Development Corridor by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three- to five-mile drive, and typically consist of a variety of commercial and service uses.

Primary Types

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study areas of the *Walkable 29203 Pedestrian Master Plan* (2017). The Walkable 29203: Pedestrian Master Plan (2017) encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) to the South. Surrounding parcels in unincorporated Richland County are currently zoned M-1 to the North, West, and East and GC to the East and West.

The proposed interim City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Community Activity Corridor (AC-2) at the time of annexation.

Staff recommends City Council assign interim zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

8550 Farrow Road, TMS# 17104-05-01;
Current Rich. Co. FLU: Economic Development Corridor, Proposed FLU: AC-2

26.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 3, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 373

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

8550 Farrow Road, TMS# 17104-05-01;
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1

26.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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Feet

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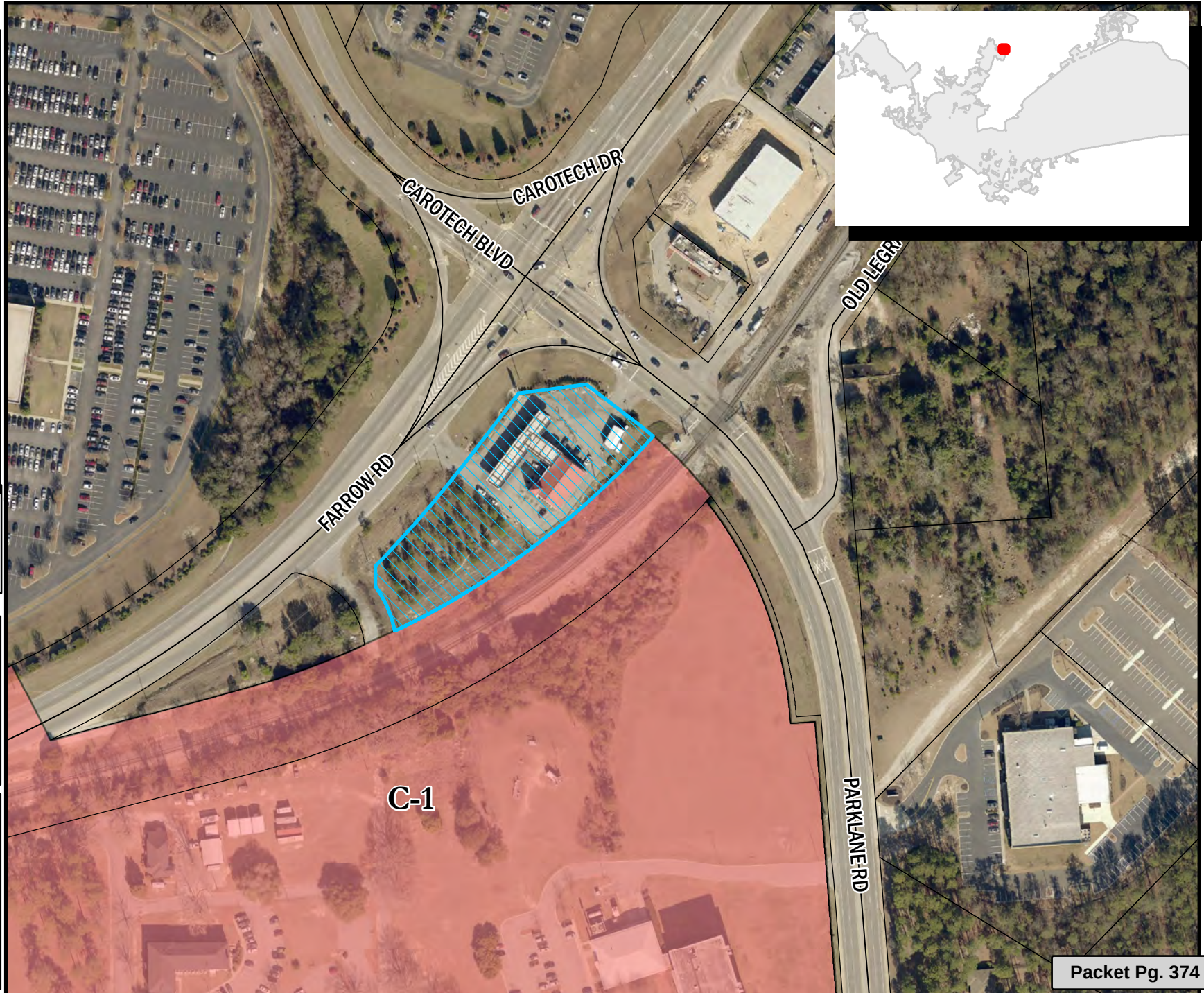
Shane Shaughnessy
October 3, 2019

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We Are Columbia



Packet Pg. 374

ORDINANCE NO.: 2019-101*Annexing 8550 Farrow Road, Richland County TMS#17104-05-01*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.05, contains 1.69 acres, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 17104-05-01

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-101

All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located at the southwestern corner of the intersection of Farrow Road (S.C. Highway 555) and Parklane Road (S.C. Road 540-1036), near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and described on Plat Prepared for Acme Properties Limited Partnership prepared by Lucius D. Cobb, Sr., dated October 25, 1999, as follows: BEGINNING at a point at the intersection of the western edge of the right of way of Parklane Road (70' R/W) and the northern edge of Southern Railroad Right of Way and running thence with the northern edge of Southern Railroad Right of Way in a circular curve to the right having a radius of 1273.22 feet for an arc distance of 509.92 feet (chord bearing and distance is S. 63 deg. 57' 31" W. 506.51 feet) to an old iron located on the eastern edge of Closed Entrance to State Hospital; thence running with said closed entrance in a circular curve to the left having a radius of 175.0 feet for an arc distance of 76.78 feet (chord bearing and distance is N. 12 deg. 36' 35" W 76.17 feet) to an old concrete R/W monument; thence running N. 17 deg. 52' 23" E. 31.62 feet to an old iron on the southern edge of the right of way of Farrow Road (110' R/W); thence running with said right of way the following three (3) courses and distances: (1) in a circular curve to the left having a radius of 1720.56 feet for an arc distance of 203.48 feet (chord bearing and distance is N. 52 deg. 01' 37" E. 203.36 feet) to an old iron; (2) N. 48 deg. 38' 20" E. 147.77 feet) to an old iron; and (3) S. 86 deg. 33' 54" E. 106.44 feet to an old iron on the western edge of the right of way of Parklane Road; thence with said right of way S. 41 deg. 46' 08" E. 106.52 feet to an old iron and S. 39 deg. 53' 49" E. 26.12 feet to the point of beginning; containing 1.69 acres, according to said plat.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: October 3, 2019
 RE: **Property Address:** 8550 Farrow Road
Richland County TMS#: 17104-05-01
Owner(s): Pantry Express, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Economic Development Corridor
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services; Secondary Area
City Council District: 1
Census Tract: 108.05

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 4, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

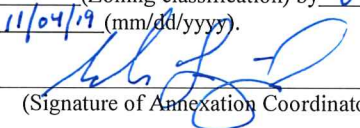
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Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
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Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 6-0 on 11/04/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 6-0 on 11/04/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

8550 Farrow Road, TMS# 17104-05-01;
Current Rich. Co. FLU: Economic Development Corridor, Proposed FLU: AC-2

26.b

Department of Planning &
Development Services

Legend

-  CITY LIMITS
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-  AC-3 - Regional Activity Corridor
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-  SD-1 - Sports/Amusement District
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-  SD-6 - Fort Jackson



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Feet

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October 3, 2019



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Packet Pg. 379

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

8550 Farrow Road, TMS# 17104-05-01;
Current Rich. Co. Zoning: M-1, Proposed Zoning: M-1

26.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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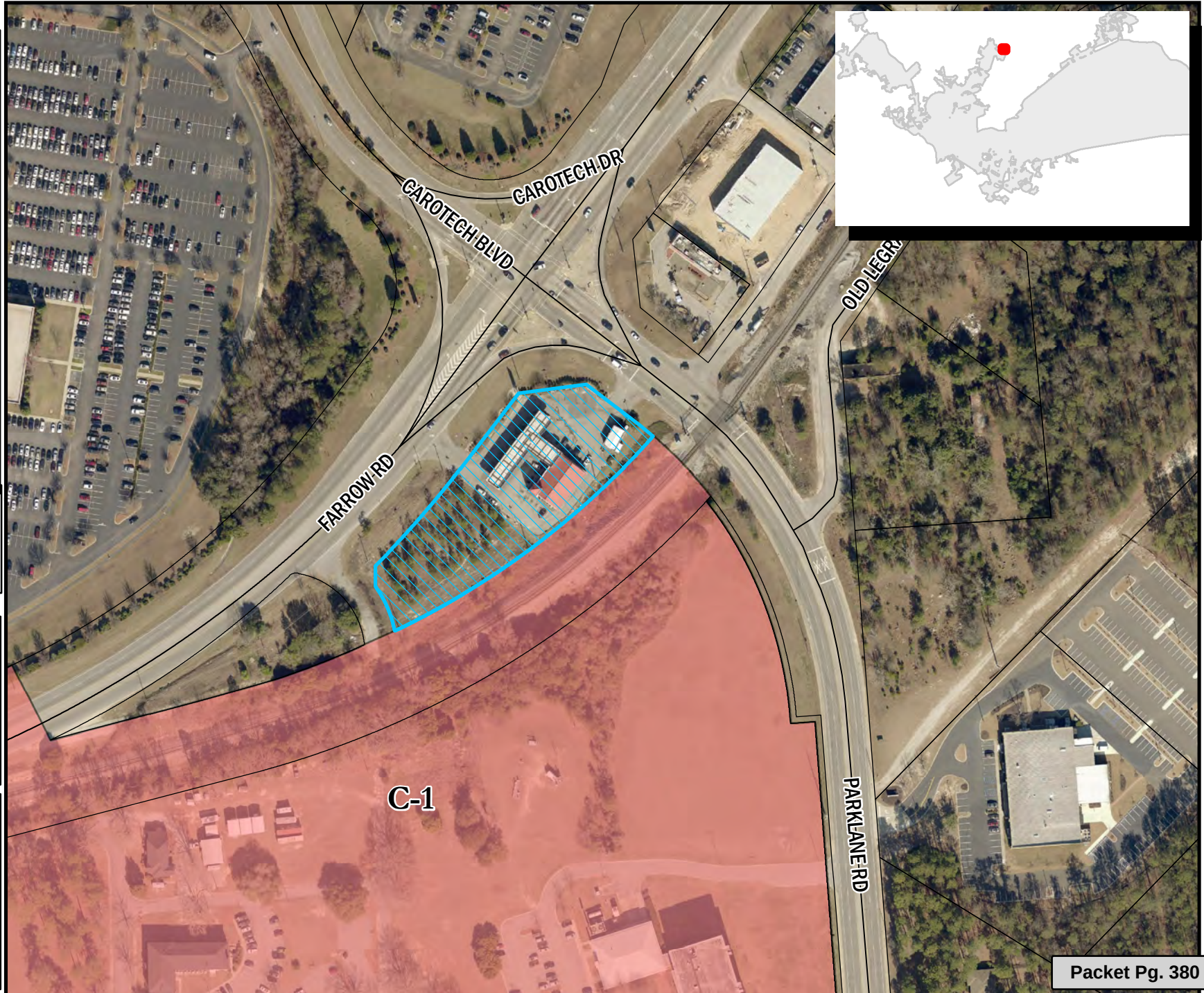
Shane Shaughnessy
October 3, 2019

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Packet Pg. 380

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, together with improvements thereon, if any, situate, lying and being located at the southwestern corner of the intersection of Farrow Road (S.C. Highway 555) and Parklane Road (S.C. Road 540-1036), near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and described on Plat Prepared for Acme Properties Limited Partnership prepared by Lucius D. Cobb, Sr., dated October 25, 1999, as follows: BEGINNING at a point at the intersection of the western edge of the right of way of Parklane Road (70' R/W) and the northern edge of Southern Railroad Right of Way and running thence with the northern edge of Southern Railroad Right of Way in a circular curve to the right having a radius of 1273.22 feet for an arc distance of 509.92 feet (chord bearing and distance is S. 63 deg. 57' 31" W. 506.51 feet) to an old iron located on the eastern edge of Closed Entrance to State Hospital; thence running with said closed entrance in a circular curve to the left having a radius of 175.0 feet for an arc distance of 76.78 feet (chord bearing and distance is N. 12 deg. 36' 35" W 76.17 feet) to an old concrete R/W monument; thence running N. 17 deg. 52' 23" E. 31.62 feet to an old iron on the southern edge of the right of way of Farrow Road (110' R/W); thence running with said right of way the following three (3) courses and distances: (1) in a circular curve to the left having a radius of 1720.56 feet for an arc distance of 203.48 feet (chord bearing and distance is N. 52 deg. 01' 37" E. 203.36 feet) to an old iron; (2) N. 48 deg. 38' 20" E. 147.77 feet) to an old iron; and (3) S. 86 deg. 33' 54" E. 106.44 feet to an old iron on the western edge of the right of way of Parklane Road; thence with said right of way S. 41 deg. 46' 08" E. 106.52 feet to an old iron and S. 39 deg. 53' 49" E. 26.12 feet to the point of beginning; containing 1.69 acres, according to said plat.

Richland County TMS: 17104-05-01

Property Address: 8850 Farrow Road

Pantry Express, LLC

BY:

Anthony S. Smith
 (Signature)

Date:

Sept 19, 2019

D. Harper Smith
 (Print or Type Name)

ITS:

Agent
 (Print or Type Title)



ORDINANCE NO.: 2019-103

Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#17305-02-03 for gas services to the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; CF#250-465 & CF#288-11

WHEREAS, South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) has made a request for an easement along the subject City-owned property for construction of an underground natural gas line and installation of a generator in the event of a prolonged power outage at the Farrow Pointe (Briercliff) Sanitary Sewer Lift Station; and,

WHEREAS, the plans for the underground natural gas line and generator have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of natural gas lines, a generator and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for City of Columbia Farrow Pointe Lift Station (Briercliff), drawing sheet 1 of 1, dated September 5, 2018, Project #D-G3060, and being on file in the office of the Department of Engineering under City file reference #250-465 & #288-11. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

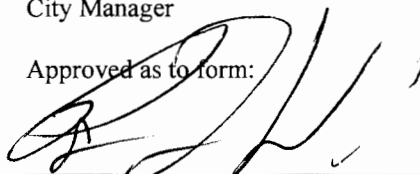
Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

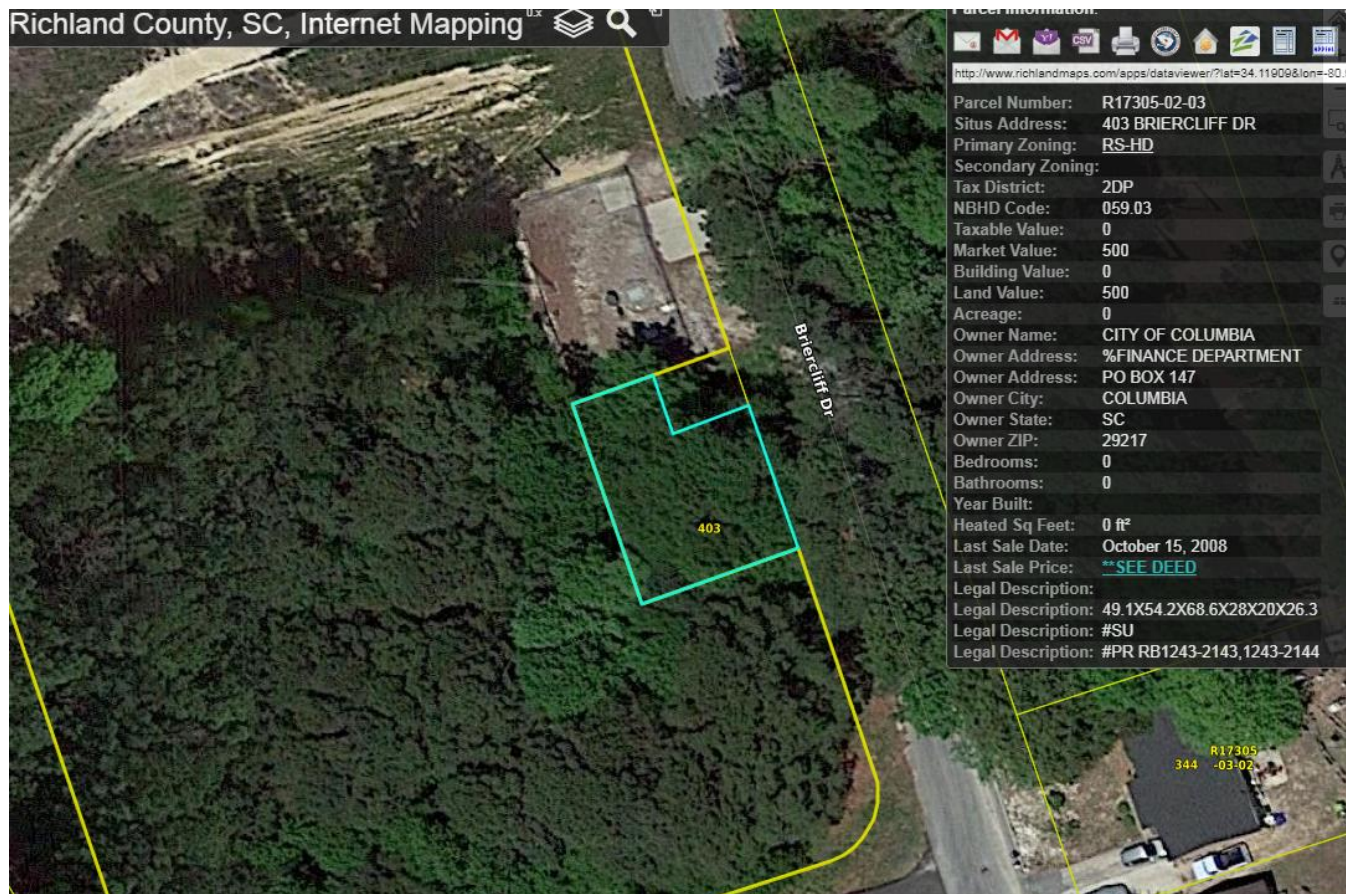
ATTEST:

City Clerk

Introduced:

Final Reading:

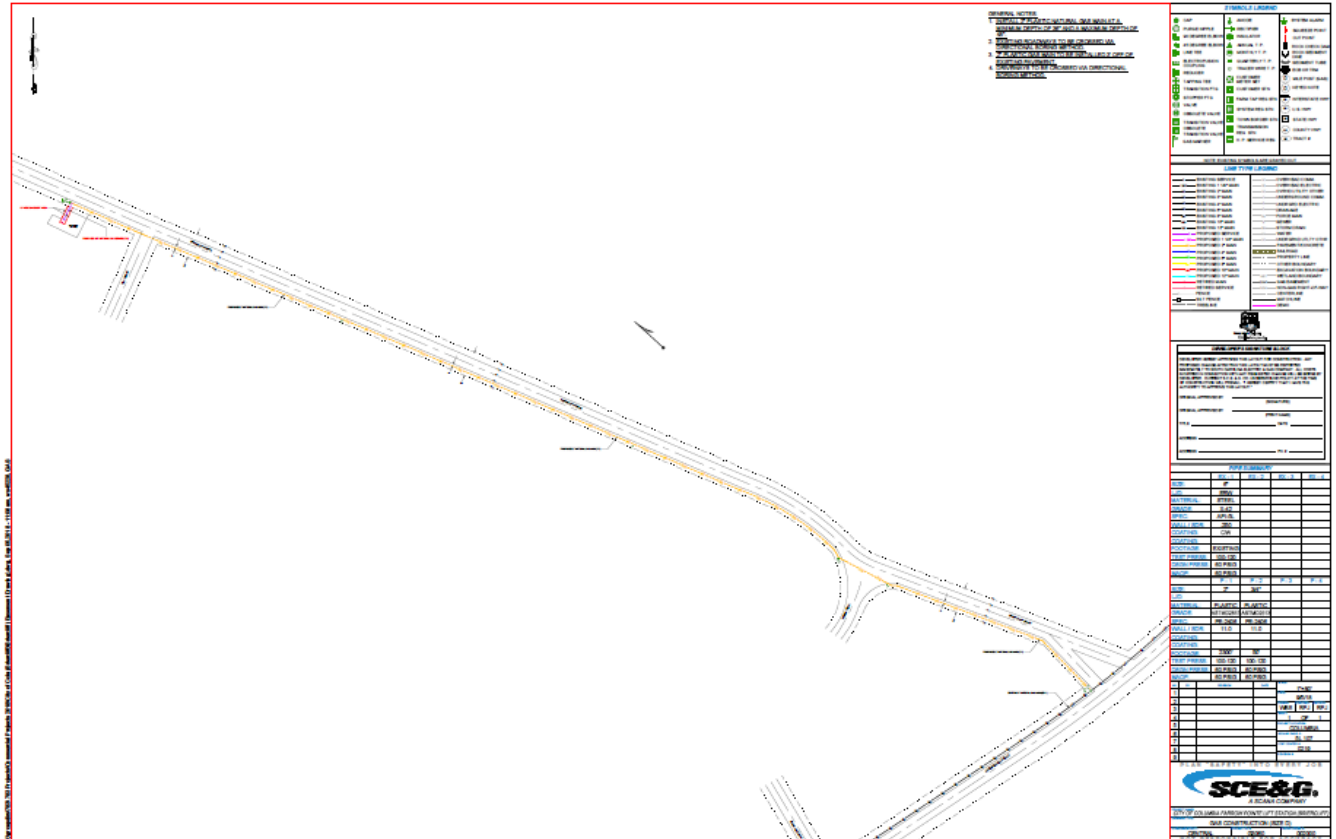
ORDINANCE NO.: 2019-103
EXHIBIT "A"



ORDINANCE NO.: 2019-103
EXHIBIT A

EASEMENT #897973

PROJECT NAME: UNDERGROUND NATURAL GAS LINES AND GENERATOR FOR FARROW POINTE
 LIFT STATION (BRIERCLIFF)
 CF#250-465



ORDINANCE NO.: 2019-104

Granting an Easement to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) Along a Portion of City-Owned Property Identified as Richland County TMS#11100-01-12 for gas services to The Retreat Sanitary Sewer Lift Station; CF#250-470 & CF#304-11

WHEREAS, South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. (Dominion) has made a request for an easement along the subject City-owned property for construction of an underground natural gas line and installation of a generator in the event of a prolonged power outage at The Retreat Sanitary Sewer Lift Station; and,

WHEREAS, the plans for the underground natural gas line and generator have been reviewed and approved by the Department of Engineering and there are no conflicts with existing utilities, planned City utilities or the structures and improvements on the subject property; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2019, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, each to the other paid, the City Manager is hereby authorized to execute an easement on behalf of the City of Columbia to **DOMINION ENERGY SOUTH CAROLINA, INC.** for ingress, egress, installation and maintenance of natural gas lines, a generator and appurtenances along the subject property.

The referenced easement is shown on a drawing prepared for City of Columbia Lift Station (The Retreat), drawing sheet 1 of 1, dated October 8, 2018, Project #D-G3043, and being on file in the office of the Department of Engineering under City file reference #250-470 & #304-11. Copies of said drawings being attached hereto and made a part hereof as Exhibit "A".

Requested by:

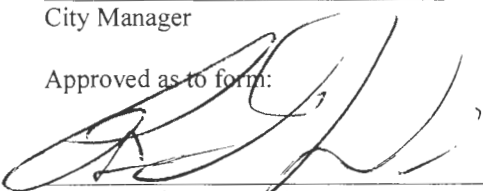
Assistant City Manager Clint E. Shealy

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

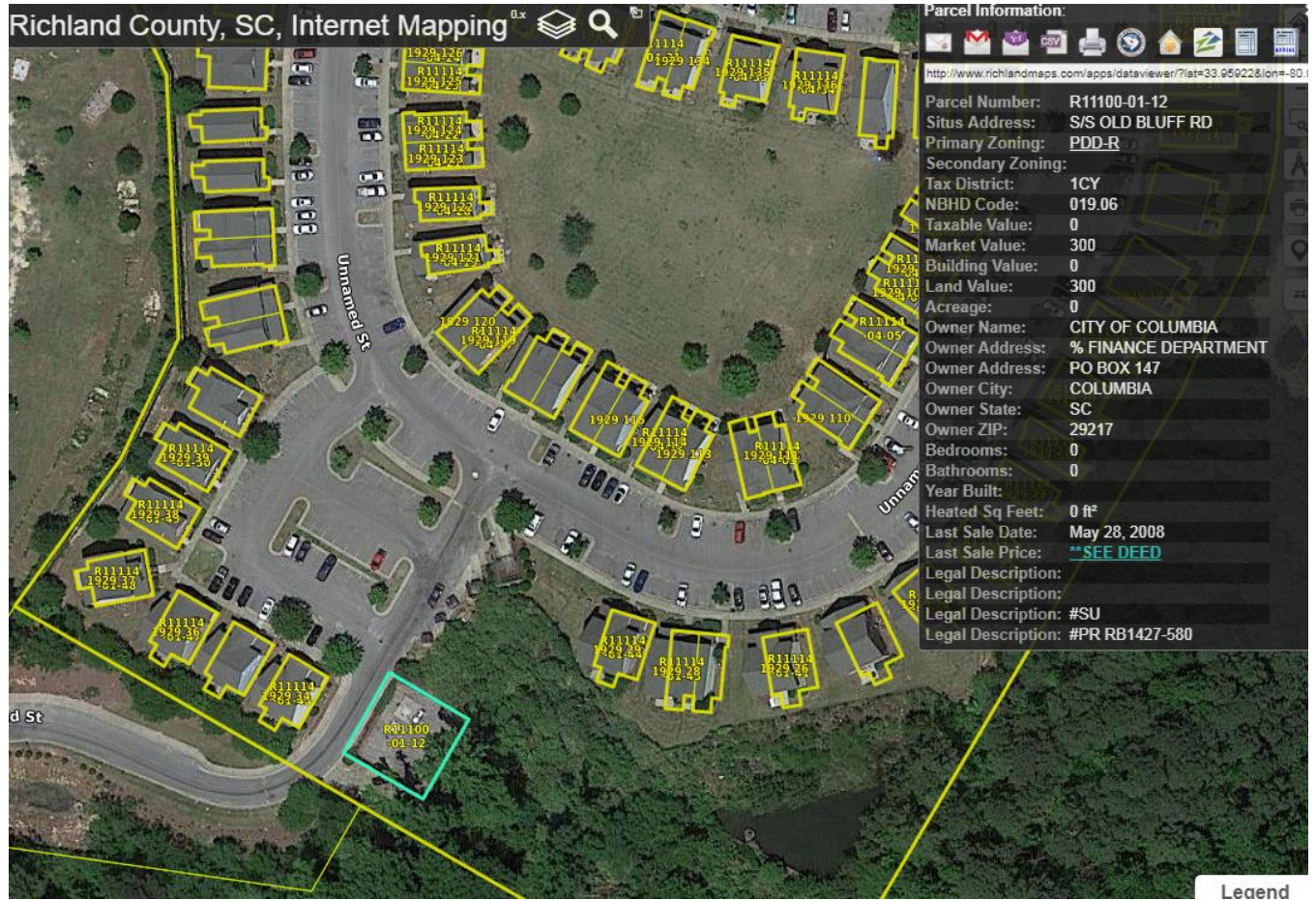
ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-104

EXHIBIT "A"

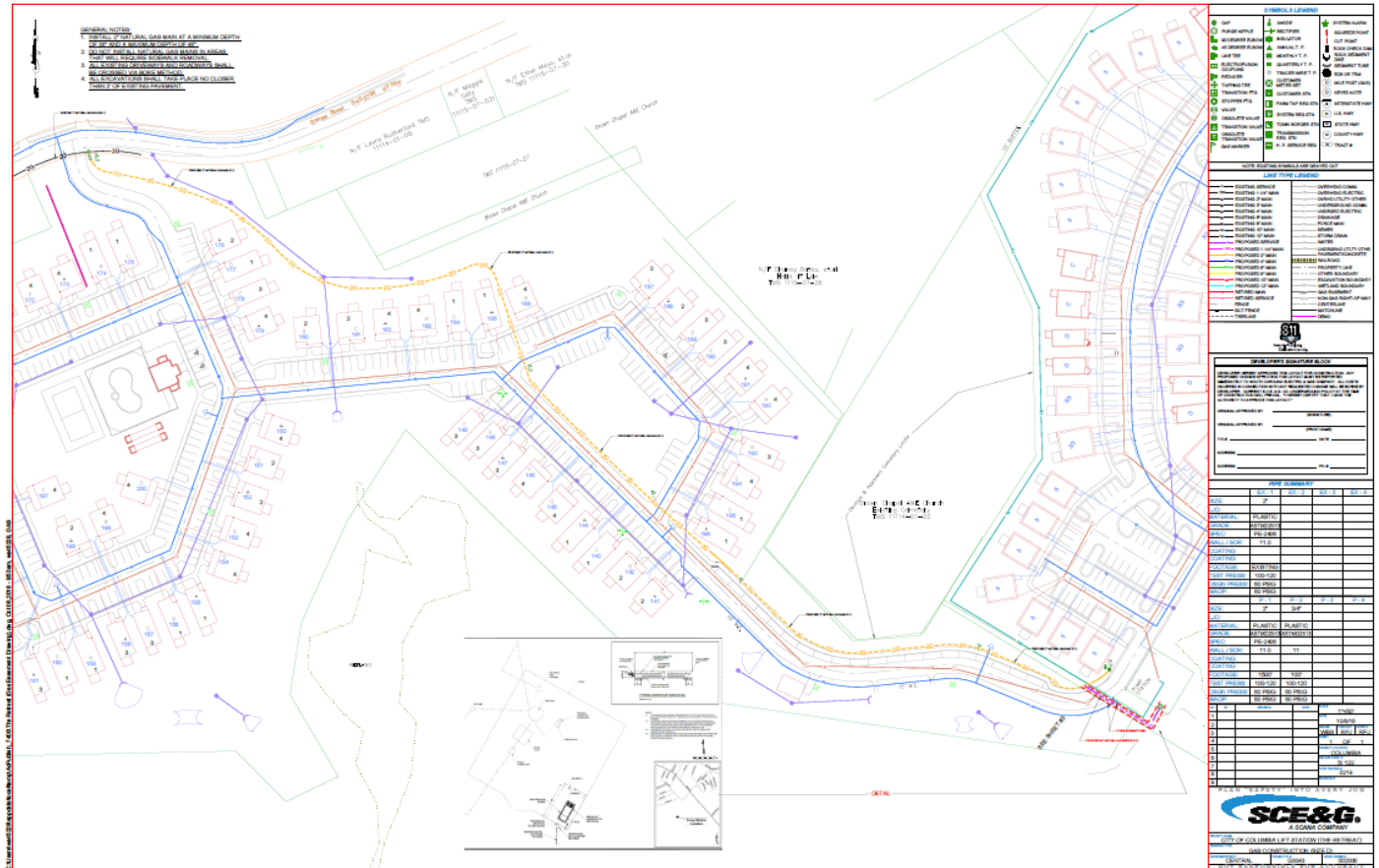
ORDINANCE NO.: 2019-104

EXHIBIT "A"

EASEMENT #897993

PROJECT NAME: UNDERGROUND NATURAL GAS LINES AND GENERATOR FOR THE RETREAT LIFT
STATION

CF#250-470





EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED

NOV 22 2019

HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Frank J. Slack

EMPLOYEE'S DEPARTMENT/DIVISION: Wastewater Management

Employee's Title: WW Collection System Operator A Date of Hire: 12/19/2005

Name of Nominator: Joseph Harley Date: November 21, 2019

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Martin Holton Title: Supervisor

Name: Joseph W. Harley Title: Division Head

Name: [Signature] Title: Department Head

Name: Cheresa Wilson 11/22/19 Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Dekota Radden Division: Wastewater Management

Name: Jason Manchec Division: Wastewater Management

Name: Dee Dee Crisostomo Division: Wastewater Management

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ The nominated employee cannot hold a management position (i.e. ACM, Director, Administrator, Manager, Supervisor) and/or hold a position in which they supervise two (2) or more employees.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.



Wastewater Management Interoffice Memorandum

DATE: November 20, 2019

TO: Joey Jaco, P.E., Director of Utility Operations

FROM: Joseph W. Harley, Assistant Superintendent, Wastewater Management Division

RE: Employee of the Month Nomination – Wastewater Management – December 2019

I respectfully submit Frank J. Slack, Wastewater Collection System Operator, for consideration as City of Columbia Employee of the Month for December 2019.

Frank has served the City of Columbia's sewer customers since December 19, 2005 in the Wastewater Management Division. In that time, Frank has risen to the position of Wastewater Collection System Operator A and often serves as a lead crew member for the Wastewater Management Division's primary yard restoration response crew. His strong work ethic was proven through his success of obtaining a Wastewater Collections System Operator "A" License. Frank serves as the face of Wastewater Management and the City during his response to address yard restoration customer concerns. Frank's calm demeanor allows him to expertly work with customers to resolve their immediate concerns, but also to turn their negative experience into a positive interaction. His professional appearance, positive attitude, and dedication to customer service contribute greatly to his success.

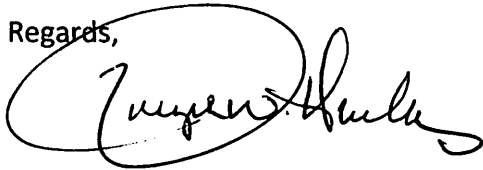
Frank consistently performs above and beyond the call of duty on a daily basis through mentoring his peers, encouraging others, and ensuring job completion. He continuously represents the City of Columbia and the Wastewater Management Division through his tireless efforts to ensure the customer is happy and satisfied. Frank's enthusiasm and willingness to serve on yard restorations is demonstrated with his professional interactions with colleagues and managers. Frank is always willing to take on assignments and be the front line of Wastewater Management Division response. His commitment to Wastewater Management is validated through his role on the division's safety committee, on call rotation, as well as, serving on the Wastewater Management's stoppage crew, CCTV crew, and now yard restoration crew.



ASSOCIATED CONTRACT NO.	MEMO SUBJECT	MEMO DATE
N/A	Employee of the Month Nomination – Wastewater Management – December 2019	11/20/2019

Frank is truly a valuable resource who was elected Wastewater Management Team Player of the Year in 2018 by his management team. I highly recommend Frank for the honor of Employee of the Month so that the City can recognize the outstanding employee that we work with each day.

Regards,



Joseph W. Harley, Assistant Superintendent
Wastewater Management
Columbia Water
Cell: (803) 600-5618
Office: (803) 545-3913

CC: Deborah Crisostomo, Human Resources

RESOLUTION NO.: R-2019-109

Approving the Honorary Naming of the 2400 and 2500 blocks of Hampton Street between Oak Street and Millwood Avenue "Doris W. Hildebrand Way"

WHEREAS, Doris White Hildebrand was born and raised in San Antonio, Texas and graduated from Phyllis Wheatley High School. In 1961 she married James L. Hildebrand with whom she had two children, James Eric Hildebrand and Karen Dionne Hildebrand. She and her family relocated to Columbia, South Carolina in 1969; and,

WHEREAS, Mrs. Hildebrand worked in the medical field first with Dr. Eugene Lilliewood then for Dr. Charles E. Stephenson, Sr. until his retirement in 1985; and,

WHEREAS, Mrs. Hildebrand became involved in her community becoming the president of the Waverly Neighborhood Improvement and Protection Association (WNIPA) and was affectionately referred to as the "Mayor of Waverly" because of her involvement and commitment; and,

WHEREAS, Mrs. Hildebrand was involved in the Columbia Council of Neighbors (CCN) where she initiated several projects for her neighborhood such as the revitalization of Historic Waverly, renovation and sale of 2328 Hampton Street. She was worked on the City Dreams project which constructed four new houses along the 1300 block of Heidt Street and brought young professionals into the neighborhood as well as spurred further development in the area; and,

WHEREAS, Mrs. Hildebrand's goal for the Waverly Community was to reinstall pride in its residents and have it designated as an historic area. The area was one of the first neighborhoods to have signs erected at key entrances into the neighborhood, it became officially named the Waverly Protection Area and was recently honored by the MetLife Foundation with the Community-Police Partnership Award; and,

WHEREAS, aside from her neighborhood involvement, Mrs. Hildebrand was also involved in civic and community minded organizations having served as a board member with KOBAN Columbia, United Black Fund and the STARS Community Advisory Board; as a member of the Community Design Center of Columbia, Benedict-Allen Community Development Corporation, Columbia Housing Development Corporation, Historic Columbia Foundation and the City of Columbia Design, Development Review Commission; she also served as a as master trainer with the Chronic Disease Self-Management Program and Vice Chairperson of East Central City Consortium; and,

WHEREAS, Mrs. Hildebrand was heavily involved in her church, Jones Memorial A.M.E. Zion on Barhmamville Road where she served as president of the Sanctuary Choir, Chairperson (Preacher's Steward) of the Board of Stewards, Assistant Preacher's Steward,

Secretary of Board of Stewards, a Sunday School Teacher, member of the Methodist Women, Life Missionary Member of the Woman's Home and Overseas Missionary Society, and the Christian Service and Social Action Committee; and,

WHEREAS, Mrs. Hildebrand always strived to help others achieve a better life spiritually and socially, her moto being "Do what you can while you can" and this came through in her actions within her community and across the Columbia area; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2019, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 2400 and 2500 blocks of Hampton Street between Oak Street and Millwood Avenue "Doris W. Hildebrand Way. The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

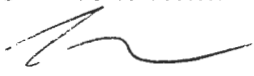
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

RESOLUTION NO.: R-2019-110

Approving the Honorary Naming of the 2300 block of Pendleton Street between Oak Street and Heidt Street "Donella B. Wilson Way"

WHEREAS, Donella B. Wilson was born and raised in Fort Motte, South Carolina where she learned to read and write by oil lamp light and a Sears catalog. At an early age she desired to teach others how to read and write, which lead her to attend Allen University's Preparatory High School, the Teachers' Training Department and obtain her B.S. in Education;

WHEREAS, Mrs. Wilson accepted a teaching assignment in a multi-grade one-room schoolhouse in Fort Motte and taught for over four decades in rural counties throughout South Carolina where she shaped the lives of many generations of students until her retirement from the Newberry County School System in 1971; and,

WHEREAS, Mrs. Wilson and Reverend John R. Wilson, Sr. were married for over 66 years, 62 of which they spent at 1214 Heidt Street in Columbia, raising their four children; and,

WHEREAS, Mrs. Wilson was a true Christian woman and a lifelong member of Union Baptist Church, having served as Mother of the Church. She also served in many Midlands church organizations in support of her husband's service as pastor and interim pastor; and,

WHEREAS, Mrs. Wilson was active in the Waverly Community always striving to make it a better place for its residents by her involvement in various organizations, as well as local, state and national elections; and,

WHEREAS, Mrs. Wilson obtained her membership with the National Association for the Advancement of Colored People while in elementary school; was a member of Zeta Phi Beta Sorority, Inc., the Household of Ruth, Women's Home Aid Society, the South Carolina and the Richland County Retired Teacher's Associations, Allen University Alumni Association, Interdenominational Alliance of Ministers Wives and Widows, Inc., the Columbia Counsel of Garden Clubs and the Carver Garden Club. She was also the National Superintendent Emeritus of the United Order of Tends, Southern District #4, a 2011 honoree of the AT&T African-American History Calendar and a 2017 Order of the Palmetto recipient; NOW THEREFORE,

BE IT RESOLVED this ____ day of _____, 2019, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 2300 block of Pendleton Street between Oak Street and Heidt Street "Donella B. Wilson Way. The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

RESOLUTION NO.: R-2019-106

Supporting and Endorsing the Airport Boulevard Gateway Beautification Project

WHEREAS, the entranceway to our homes is something that we keep clean and inviting, so that our visitors get a clear first impression of the person who curated it. Hopefully, that impression is that this home is cared for, loved and kept in high regard; and,

WHEREAS, it is our belief that, collectively, the same attitude needs to be taken as we welcome in visitors to the Greater Midlands area. With nearly 500,000 flight passengers landing at the Columbia Metropolitan Airport in 2019, Airport Boulevard has become the welcoming corridor to many Midlands visitors; and,

WHEREAS, this became evident earlier this year when the City of Columbia hosted the 2019 NCAA Men's Basketball Tournament, which brought fans from 33 different states and a local economic impact of \$11.3 million. All of them that flew into the Columbia Airport got their first glimpses of the communities we know and love by traveling down this corridor; and,

WHEREAS, in order to make our community stand out as a shining example of what the Midlands has to offer in terms of business, livability and recreation, it is important that we work together to improve this corridor, so that it is something we are all proud to stand behind; and,

WHEREAS, among the nine gateways to the Midlands identified by the Midlands Business Leadership Group, Airport Boulevard has been deemed as the most important and the top priority for improvement; NOW, THEREFORE

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2019, as follows:

1. It is upon all of us at Lexington and Richland counties, as well as the cities of Cayce, Columbia, Springdale and West Columbia, to take ownership of this entranceway and improve upon it. This may come in the form of plant and vegetative improvements along roadways, as well as possibly approving overlay districts which will regulate architectural designs for future development. Even though each community has its own intricacies and nuances, it is also important to show that we all work, live and love the Midlands together.

2. We fully endorse the beautification of the Airport Boulevard corridor. Furthermore, we will put forth whatever is needed in terms of ideas, skills and resources to ensure we make our entrance way something to be cherished and proud of for years to come.

3. We have come together before to make the Midlands great. We believe that we can all come together again to ensure that we stand out as the entranceway for our communities and our great state.

Requested by:

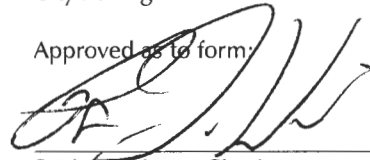
City Manager

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to affirm land use classification of Regional Activity Corridor (AC-3) following the annexation of the property. The property currently has interim classification of Regional Activity Corridor (AC-3).	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres
 Current Use: Commercial (Bank/Professional Offices)
 Proposed Use: Commercial (Bank/Professional Offices)
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Regional Activity Corridor (AC-3)
 Proposed Land Use: Regional Activity Corridor (AC-3)
 Current Interim Zoning: General Commercial District (C-3)
 Proposed Zoning: General Commercial District (C-3)
 Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Regional Activity Corridor (AC-3).

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to affirm the assignment of the Regional Activity Corridor (AC-3) land use classification for the property.



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25705
Interim FLU: AC-3, Proposed FLU: AC-3

37.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 50 100 200
Feet

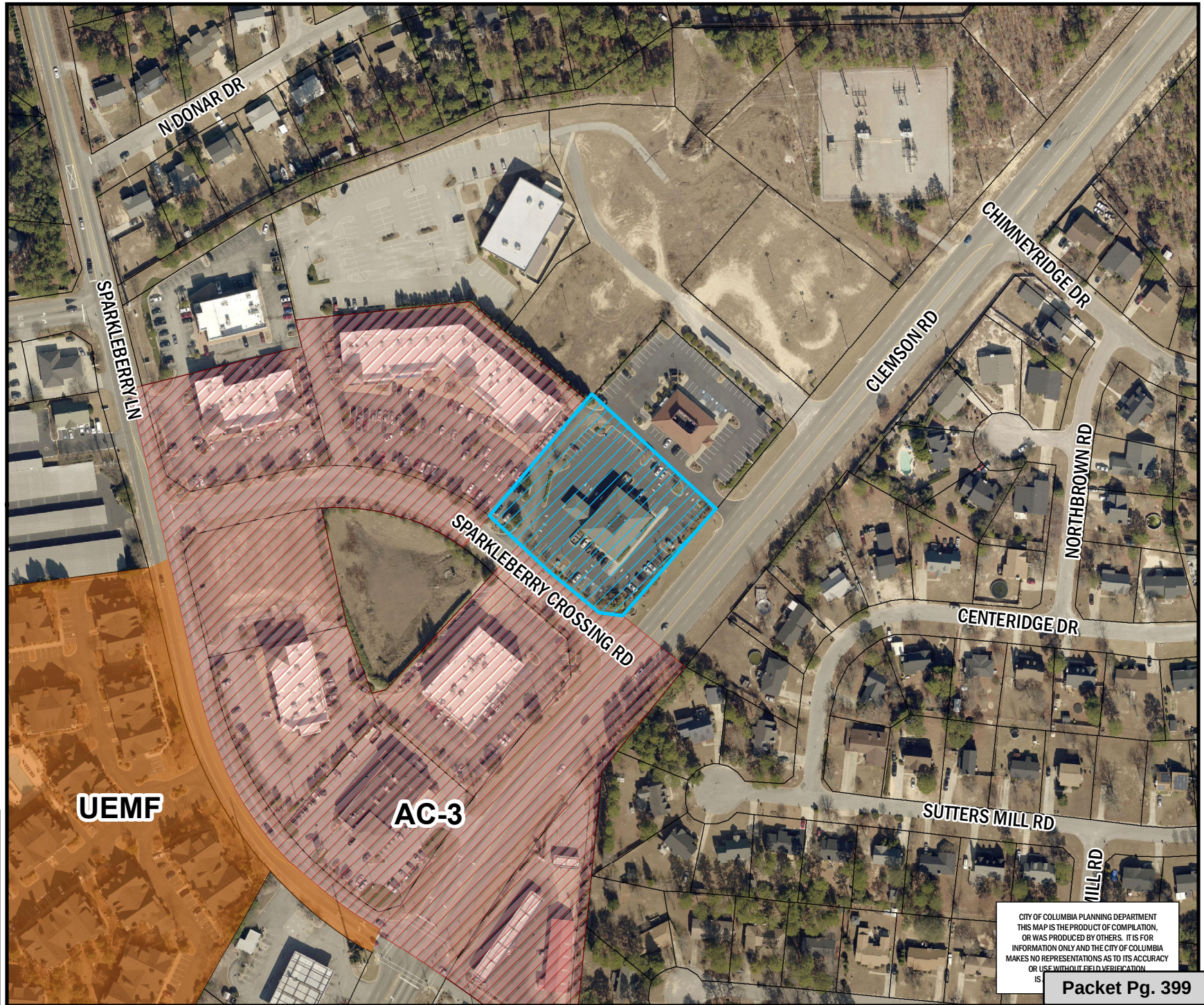
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 29, 2019



We Are Columbia



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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 399

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25705-
Interim Zoning: C-3, Proposed Zoning: C-3

37.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

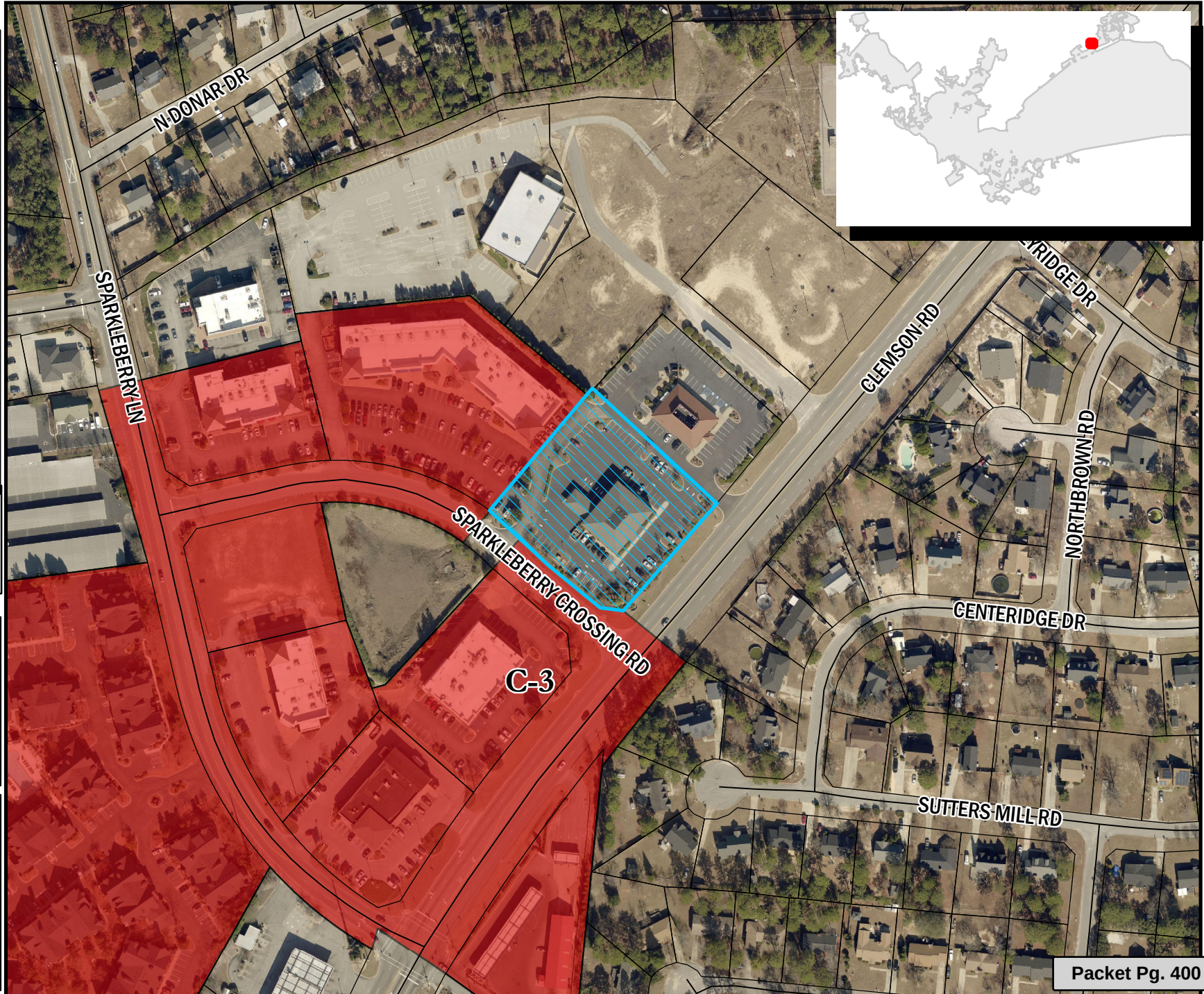
Shane Shaughnessy
July 29, 2019

DISCLAIMER:

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We Are Columbia



Packet Pg. 400

ORDINANCE NO.: 2019-087

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28; annexed by Ordinance No.: 2019-077 enacted October 15, 2019

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28, filed for petition on July 23, 2019, and shall be assigned the designated future land use classification of Regional Activity Corridor (AC-3), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 121 and 141 Sparkleberry Crossing Road; Richland County TMS# 25705-07-28, annexed into the City of Columbia by Ordinance No.: 2019-077 enacted on October 15, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.14, contains 1.46 acres, and shall be assigned a land use classification of Regional Activity Corridor (AC-3).

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

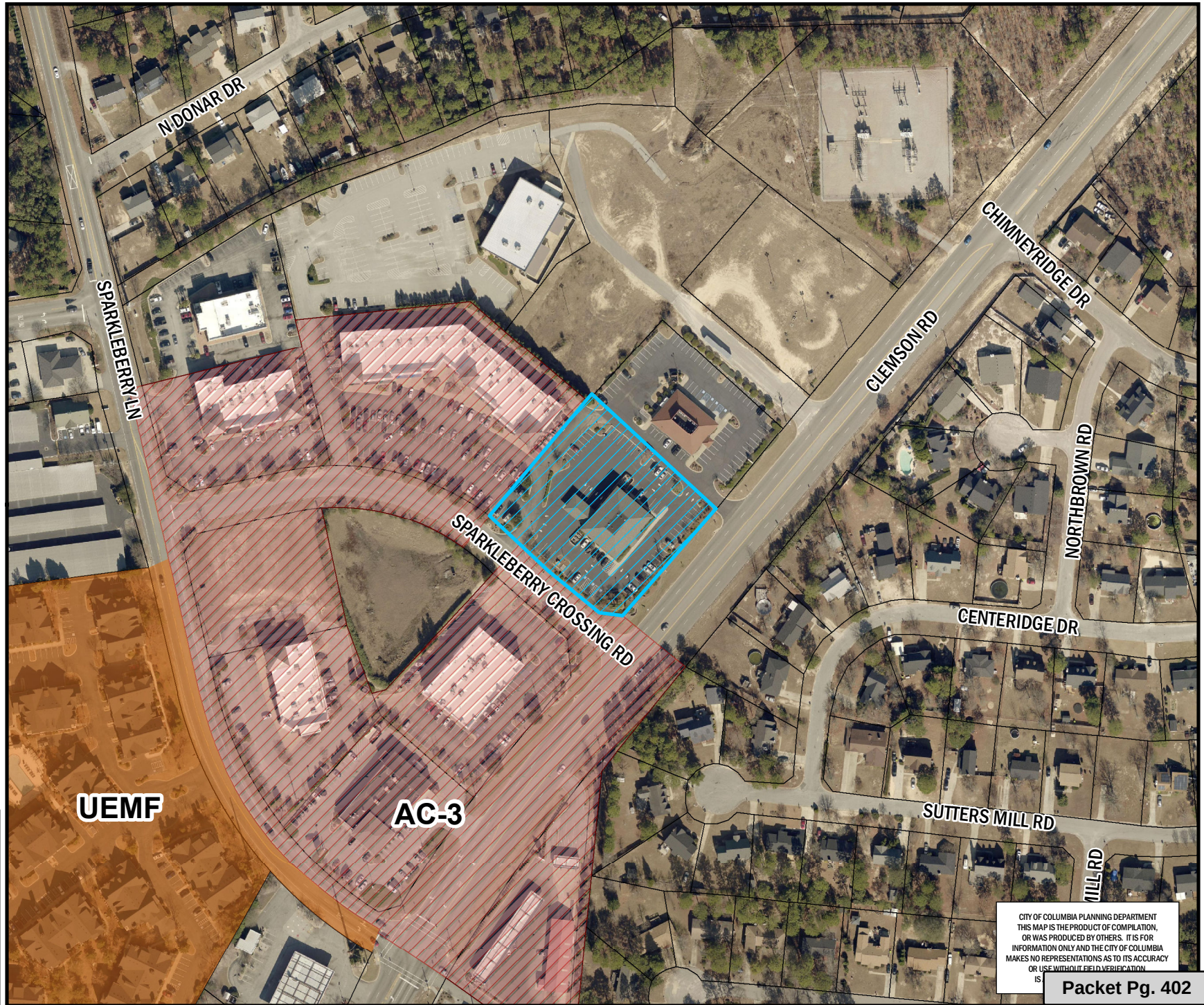
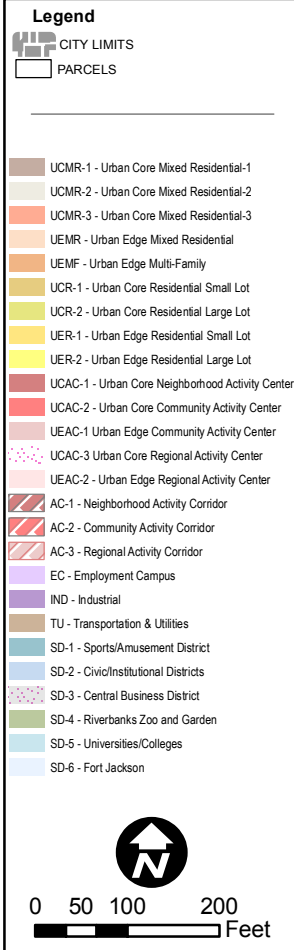
City Clerk

LEGAL DEPARTMENT DRAFT

Future Land Use Map

Department of Planning & Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25 37.b
Current FLU: Mixed Use Corridor, Proposed Interim FLU: AC-3



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
July 29, 2019



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 402

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 121 and 141 Sparkleberry Crossing Road; TMS# 25705-07-28

Council District:	4	
Proposal:	Request to confirm zoning of General Commercial (C-3). The property currently has interim zoning of General Commercial District (C-3).	
Applicant:	Arthur State Bank	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.46 acres
 Current Use: Commercial (Bank/Professional Offices)
 Proposed Use: Commercial (Bank/Professional Offices)
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Interim Land Use: Regional Activity Corridor (AC-3)
 Proposed Interim City Land Use: Regional Activity Corridor (AC-3)
 Current Interim Zoning: General Commercial (C-3)
 Proposed Interim City Zoning: General Commercial (C-3)
 Census Tract: 114.14

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Regional Activity Corridor (AC-3) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Regional Activity Corridor (AC-3).

Regional Activity Corridors are a linear extension of a Regional Activity Center. They contain nearly identical building types and uses to a Regional Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal arterial roadways. Their market or services radius may be up to 20 miles, and they typically consist of a variety of commercial and service uses.

Primary Types

- Multi-family Small to Medium Mixed-use (High-rises may be appropriate in some locations)
- Small to Extra Large Business/Employment (excl. Flex)

Secondary Types

- Small to Large Flex
- Civic/Institutional
- Multi-family Small to High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently assigned an interim zoning of General Commercial District (C-3). Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the North and RS-LD to the East.

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of General Commercial District (C-3).



Future Land Use Map

121 and 141 Sparkleberry Crossing Road, TMS# 25705
Interim FLU: AC-3, Proposed FLU: AC-3

38.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



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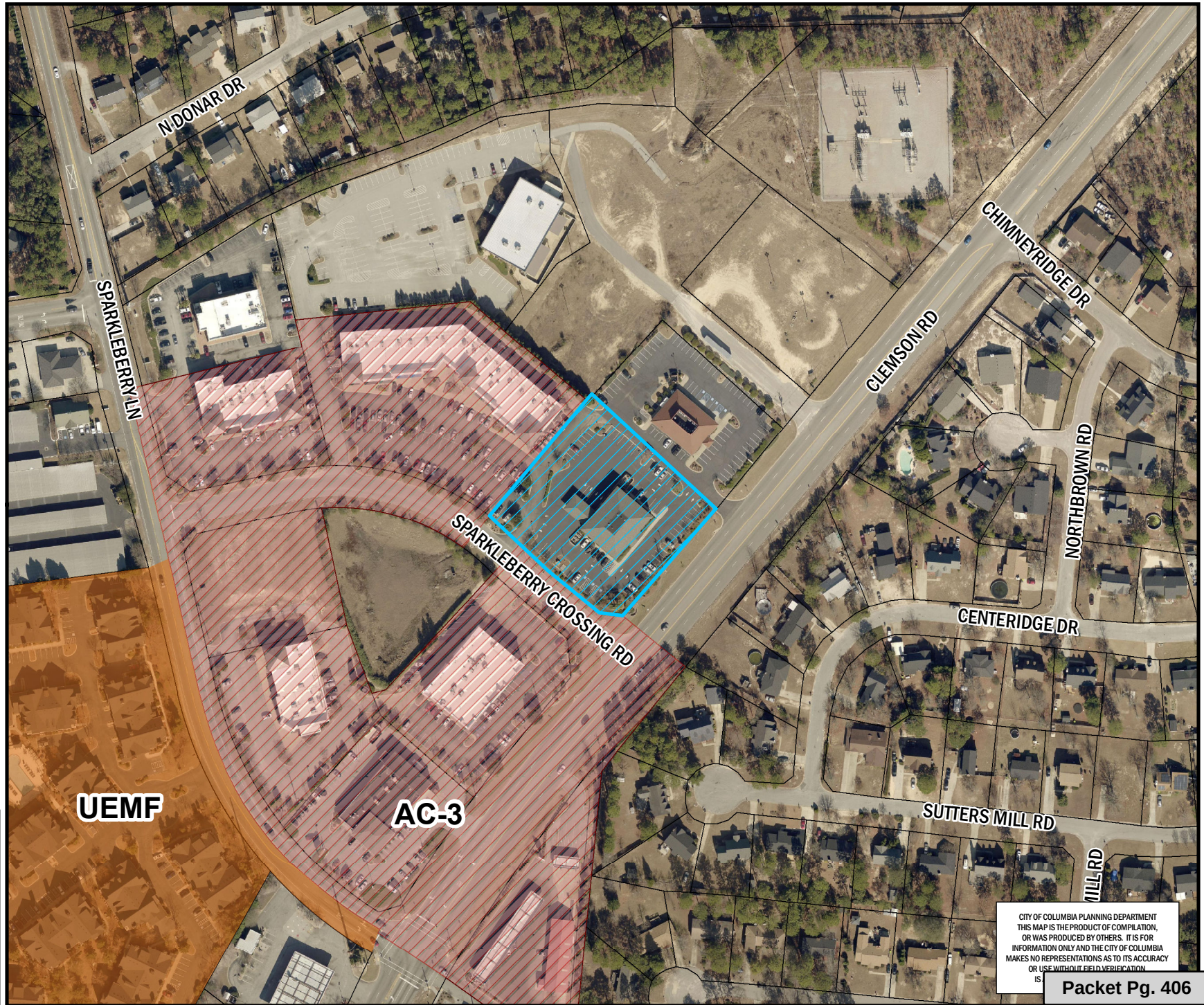
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
July 29, 2019



We Are Columbia



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Packet Pg. 406

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

121 and 141 Sparkleberry Crossing Road, TMS# 25705-
Interim Zoning: C-3, Proposed Zoning: C-3

38.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

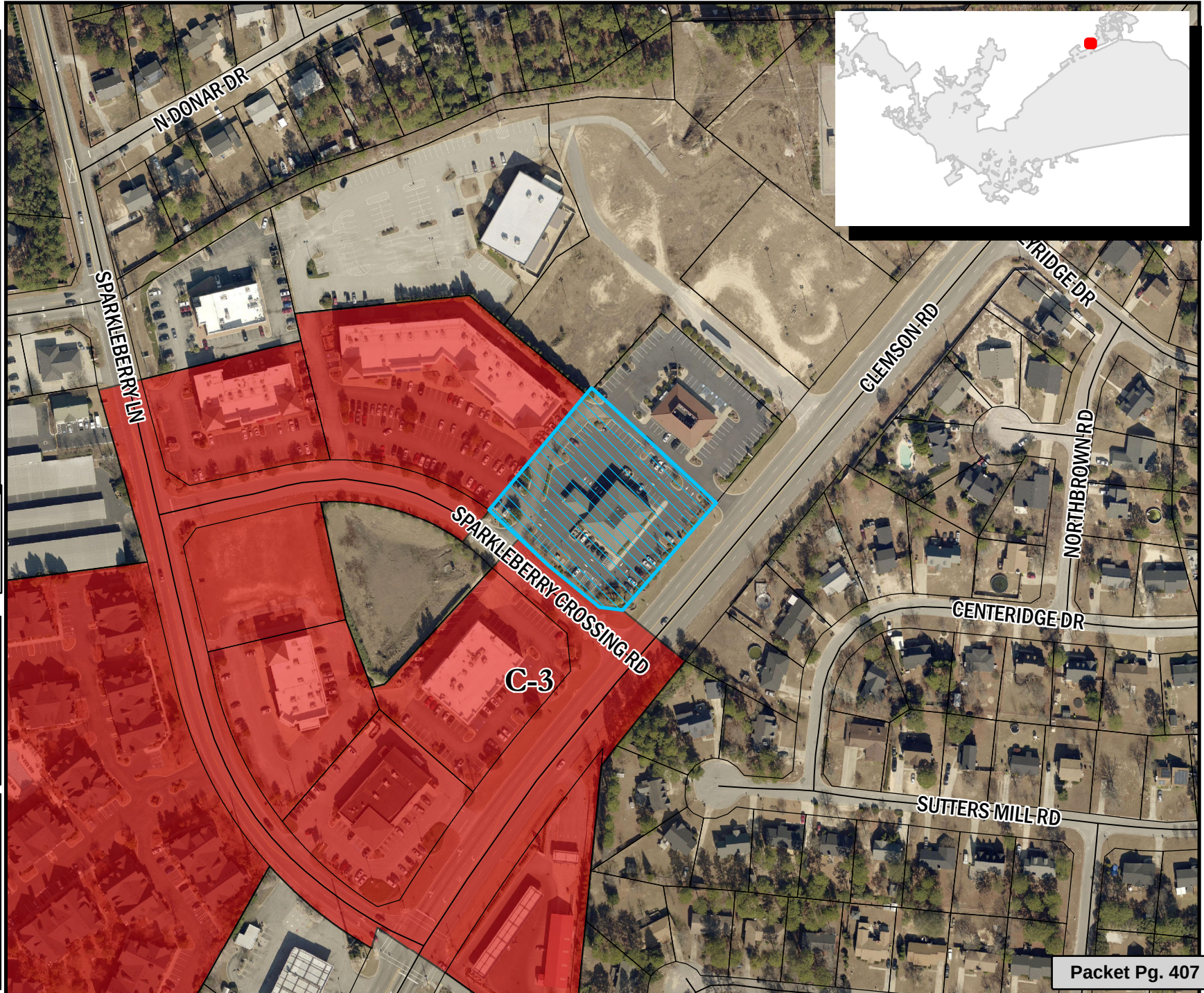
Shane Shaughnessy
July 29, 2019

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We Are Columbia



Packet Pg. 407



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to affirm land use classification of Urban Core Community Activity Center (UCAC-2) following the annexation of the property. The property currently has interim classification of Urban Core Community Activity Center (UCAC-2).	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Core Community Activity Center (UCAC-2)
 Proposed Land Use: Urban Core Community Activity Center (UCAC-2)
 Current Interim Zoning: General Commercial District in a Flood Protective Area (C-3, -FP)
 Proposed Zoning: General Commercial District in a Flood Protective Area (C-3, -FP)
 Census Tract: 26.04

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three- to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

- Small and Medium Format Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Devine Street / Fort Jackson Boulevard Commercial Node Plan* (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which "is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents" (pg. 11). The plan further notes that "development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences" (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that "the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway" (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The property has been assigned an interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to affirm the assignment of the Urban Core Community Activity Center (UCAC-2) land use classification for the property.



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-03-
Interim FLU: UCAC-2, Proposed FLU: UCAC-2

39.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
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- UCAC-3 - Urban Core Regional Activity Center
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- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
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- TU - Transportation & Utilities
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- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



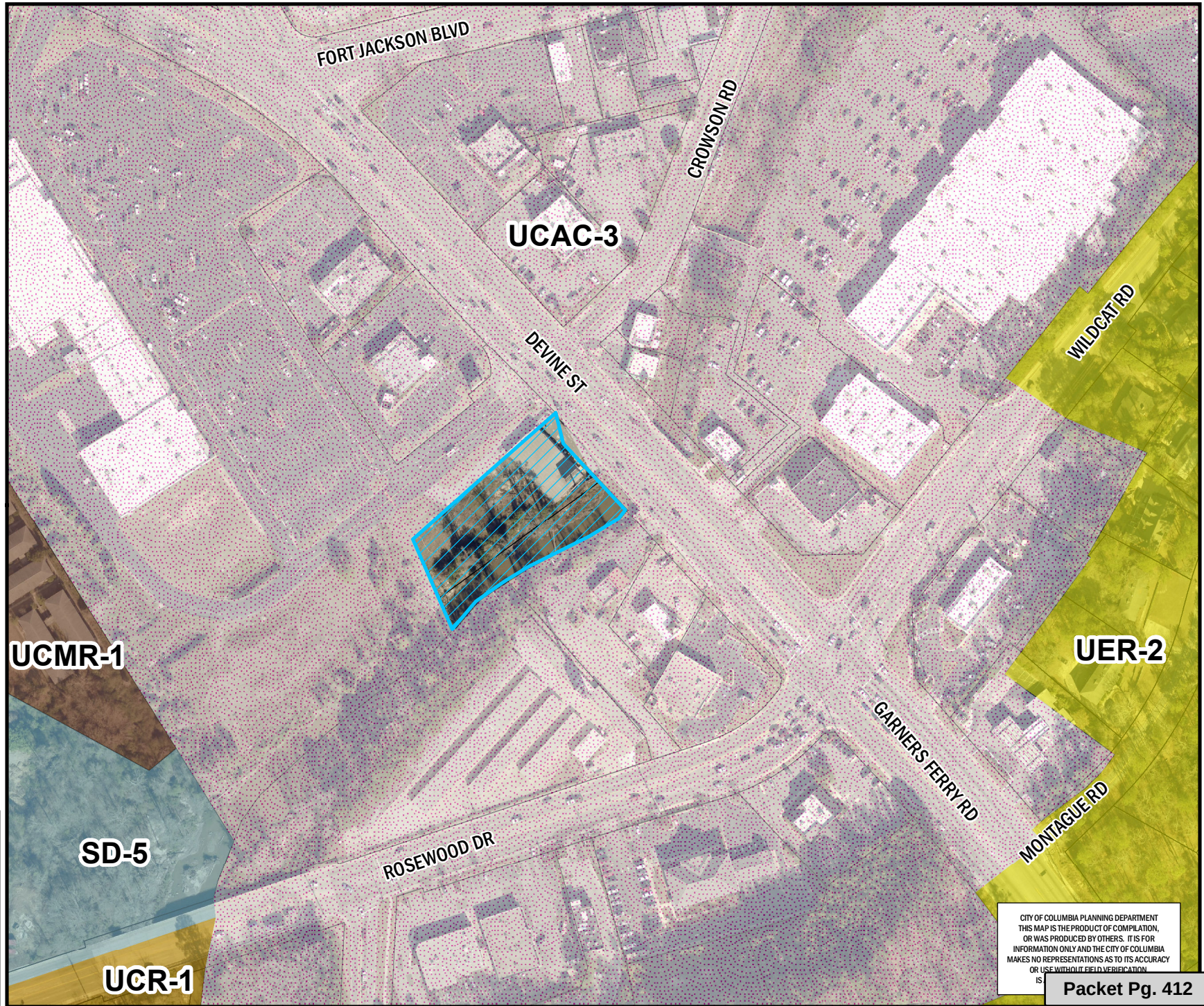
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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Packet Pg. 412

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 13810 39.a
Interim Zoning: C-3, -FP, Proposed Zoning: C-3, -FP

Legend

PARCELS

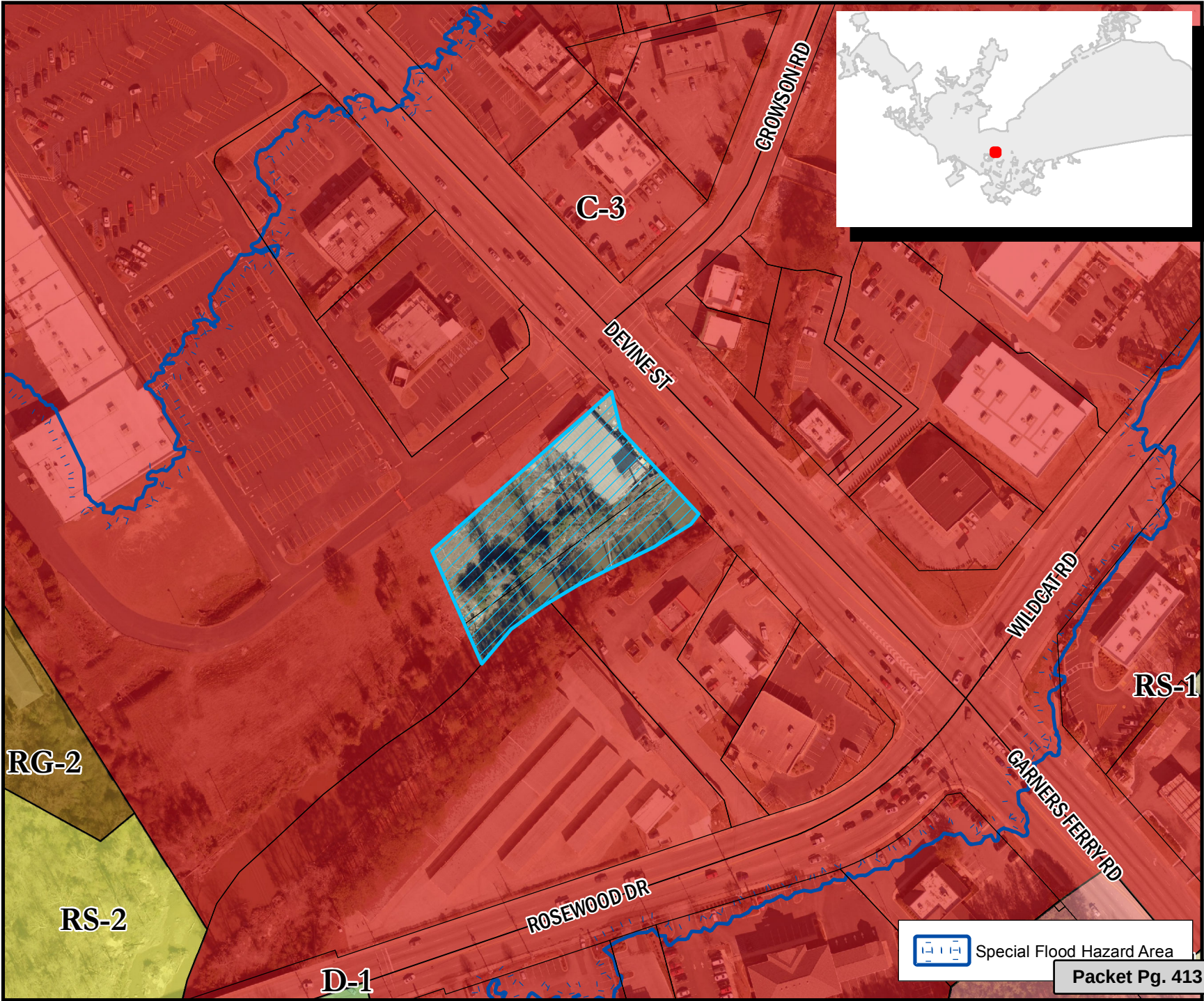
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RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

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ORIGINAL PREPARATION/DATE:
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Shane Shaughnessy
August 27, 2019

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ORDINANCE NO.: 2019-089

Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 4624 Devine Street, 4628 Devine Street and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed by Ordinance No.: 2019-076 enacted October 15, 2019

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 4624, 4628, and 4830 Devine Street; Richland County TMS# 13810-03-07, filed for petition on August 21, 2019, and shall be assigned the designated future land use classification of Urban Core Community Activity Center (UCAC-2), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 4624 Devine Street, 4628 Devine Street, and 4830 Devine Street; Richland County TMS# 13810-03-07, annexed into the City of Columbia by Ordinance No.: 2019-076 enacted on October 15, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 3, Census Tract 26.04, contains 0.77 acres, and shall be assigned a land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

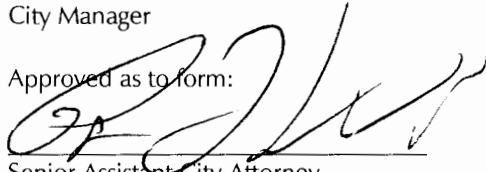
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-39.b
Current FLU: Mixed Use Corridor, Proposed FLU: UCAC-2

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
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- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
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- SD-6 - Fort Jackson



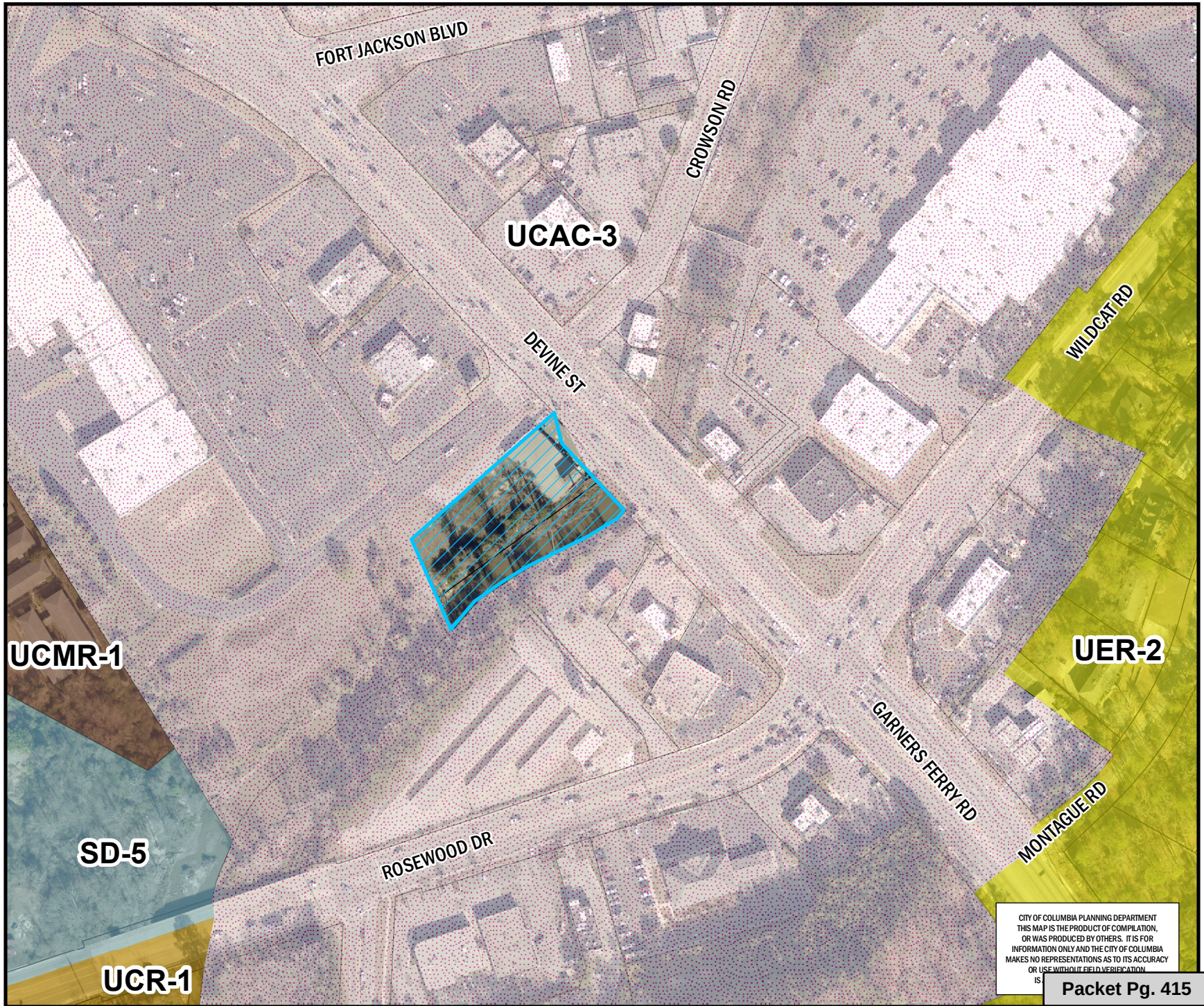
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 4624, 4628, and 4830 Devine Street; TMS# 13810-03-07

Council District:	3	
Proposal:	Request to confirm zoning of General Commercial District, -Flood Protective Area (C-3, -FP). The property currently has interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP).	
Applicant:	Palmstar C4 Devine, LLC / CCWC Columbia 1, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	09/09/2019; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	10/01/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Annexation, 2 nd Reading:	10/15/19: Annex, Assign Interim Land Use and Interim Zoning	Approve
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.77 acre
 Current Use: Vacant
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Core Community Activity Center (UCAC-2)
 Proposed Interim City Land Use: Urban Core Community Activity Center (UCAC-2)
 Current Interim Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
 Proposed Interim City Zoning: General Commercial in a Flood Protective Area (C-3, -FP)
 Census Tract: 26.04

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed

through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2); the property is currently assigned an interim land use classification of Urban Core Community Activity Center (UCAC-2).

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three- to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types:

- Small and Medium Format Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types:

- Multi-family Small or Medium

Tertiary Types:

- Civic/Institutional
- Single-family Attached
- Large Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [*Devine Street / Fort Jackson Boulevard Commercial Node Plan*](#) (2014). The Plan delineated a land use concept of Neighborhood Mixed Use for the subject property (pg. 10), which "is intended to encourage the development of a pedestrian-friendly core of retail, office, civic and recreational uses to support nearby residents" (pg. 11). The plan further notes that "development within [this] area should promote a safe and walkable environment while providing a sensitive transition between higher intensity uses and neighborhood residences" (pg. 11). The subject property is part of the Gills Creek Subarea Redevelopment Concept Plan (pg. 18). The plan notes that "the area north of Rosewood Drive adjacent to the Bi-Lo site is envisioned as an area for passive recreation including a location for a kayak or canoe drop-in. In addition, over time, as existing uses reach their useful life, existing buildings which today are currently either partially or wholly built in the floodplain, could be reused as community centers or be demolished and converted into public plazas anchoring each distinct section of the greenway" (pg. 19). The plan focuses on the need for pedestrian-oriented enhancements, quality community design, and streetscaping to promote safety and improve aesthetics in the area (pgs. 19 & 25). The plan also proposes a new street connection and a major pedestrian path along the subject property, which would connect Crowson Road to East Chapel Drive (pgs. 28 & 32).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently assigned an interim zoning of General Commercial District, -Flood Protective Area (C-3, -FP). Surrounding parcels within the City of Columbia are currently zoned General Commercial District, -Flood Protective Area (C-3, -FP).

The proposed City of Columbia zoning district is General Commercial District, -Flood Protective Area (C-3, -FP).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of General Commercial District, -Flood Protective Area (C-3, -FP).



Future Land Use Map

4624, 4628, and 4830 Devine Street, TMS# 13810-03-
Interim FLU: UCAC-2 Proposed FLU: UCAC-2

40.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
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- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



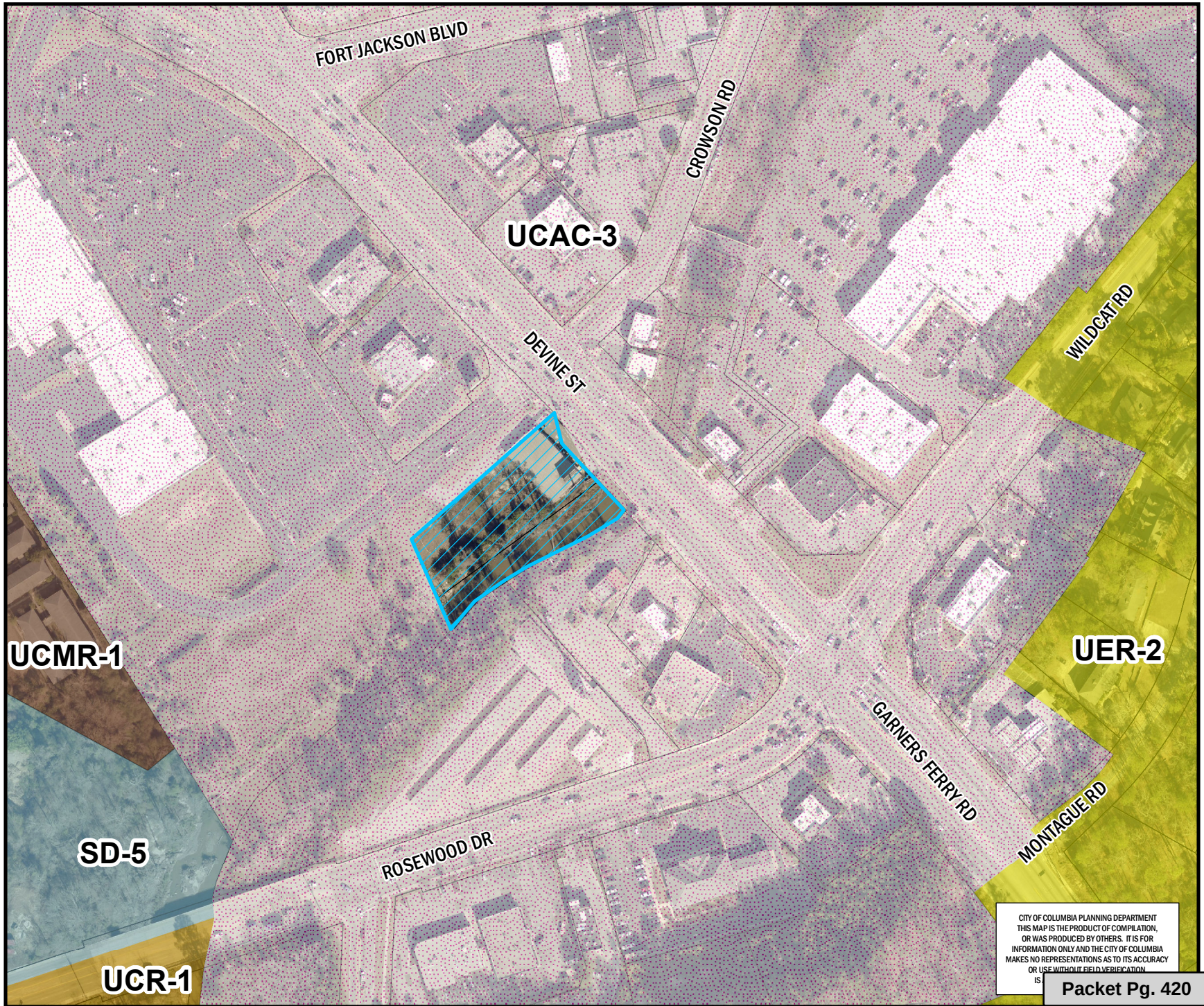
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 27, 2019



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Packet Pg. 420

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4624, 4628, and 4830 Devine Street, TMS# 13810

40.a

Interim Zoning: C-3, -FP, Proposed Zoning: C-3, -FP

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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Feet

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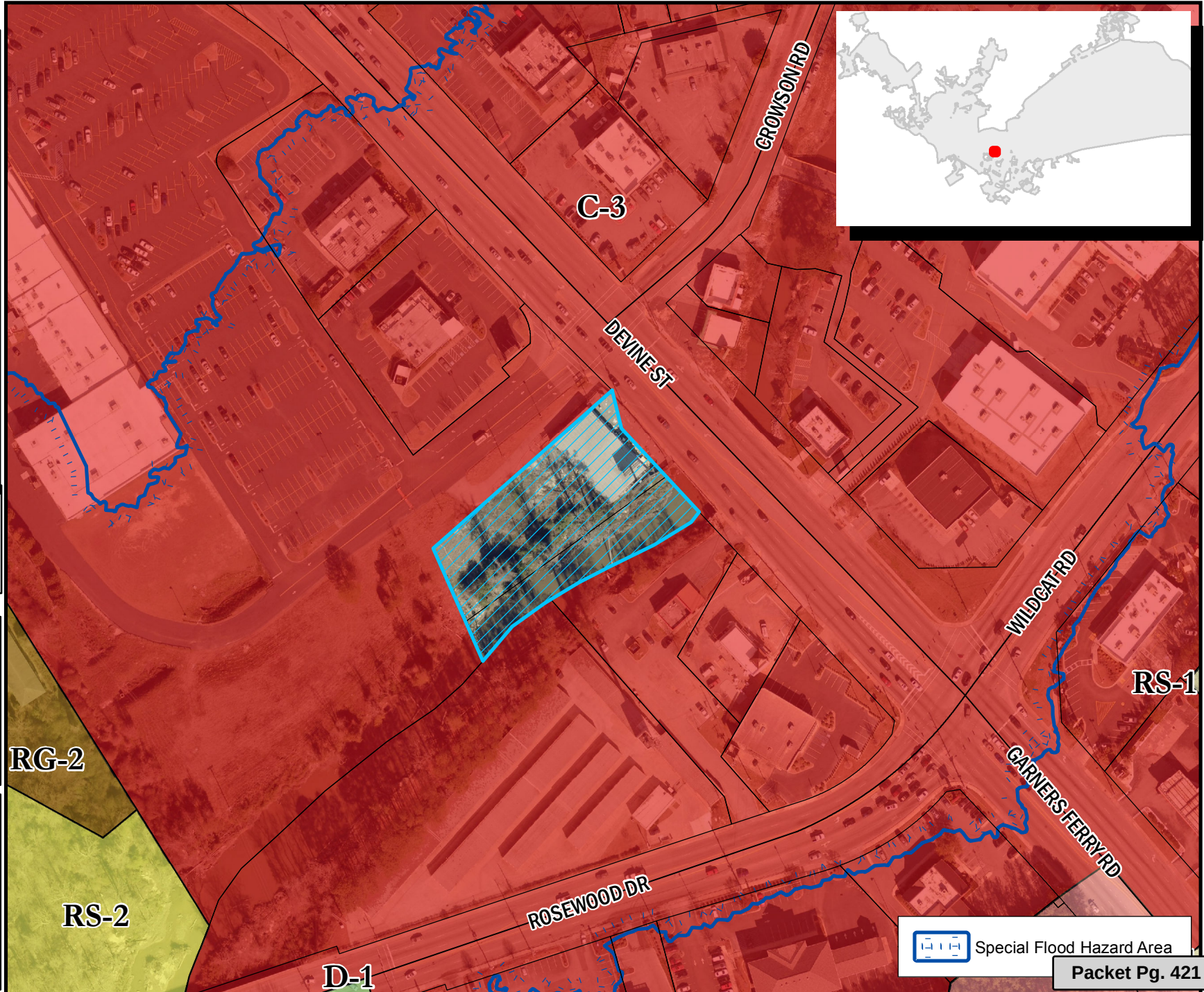
Shane Shaughnessy
August 27, 2019

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Special Flood Hazard Area

Packet Pg. 421



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT CASE SUMMARY

5640 Old Forest Drive, TMS #16710-01-02

City Council District:	4
Proposal:	Request to amend Chapter 8.3 of The Columbia Plan 2018 – Future Land Use Map to modify the land use classification on a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).
Applicant:	Pendleton Gove, Colliers International
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.19 acres

Current Use: Vacant

Proposed Use: Hotel

Current Land Use Classification: Fort Jackson (SD-6)

Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)

Current Zoning: Single-Family Residential District, -Ft. Jackson 3000' Buffer (RS-1, -FTJAX)

Proposed Zoning: General Commercial District, -Ft. Jackson 3000' Buffer (C-3, -FTJAX)

Fort Jackson 3,000' Buffer: Fort Jackson has indicated that they have no objection to the proposed amendment to the future land use map.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Fort Jackson (SD-6) in The Columbia Plan 2018 Future Land Use Map. The proposed future land use classification for the property is Urban Edge Activity Center (UEAC-2).

Fort Jackson (SD-6)

The U.S. Army training center at Fort Jackson trains over 50% of all soldiers entering the Army each year. Fort Jackson contains over 52,000 acres, including over 100 ranges and field training sites and 1,160 buildings. The site houses a variety of uses.

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors, and may occupy all quadrants of the intersection.

Fort Jackson (SD-6)

Primary Types

- Civic/Institutional

Secondary Types

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

Urban Edge Regional Activity Center (UEAC-2)

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise)
- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018 – Future Land Use Map* to modify the land use classification for a portion of the property from Fort Jackson (SD-6) to Urban Edge Regional Activity Center (UEAC-2).



Future Land Use Map

Department of Planning & Development Services

5640 Old Forest Drive, TMS# 1671 41.a
Current FLU: SD-6, Proposed FLU: UEAC-2

Legend

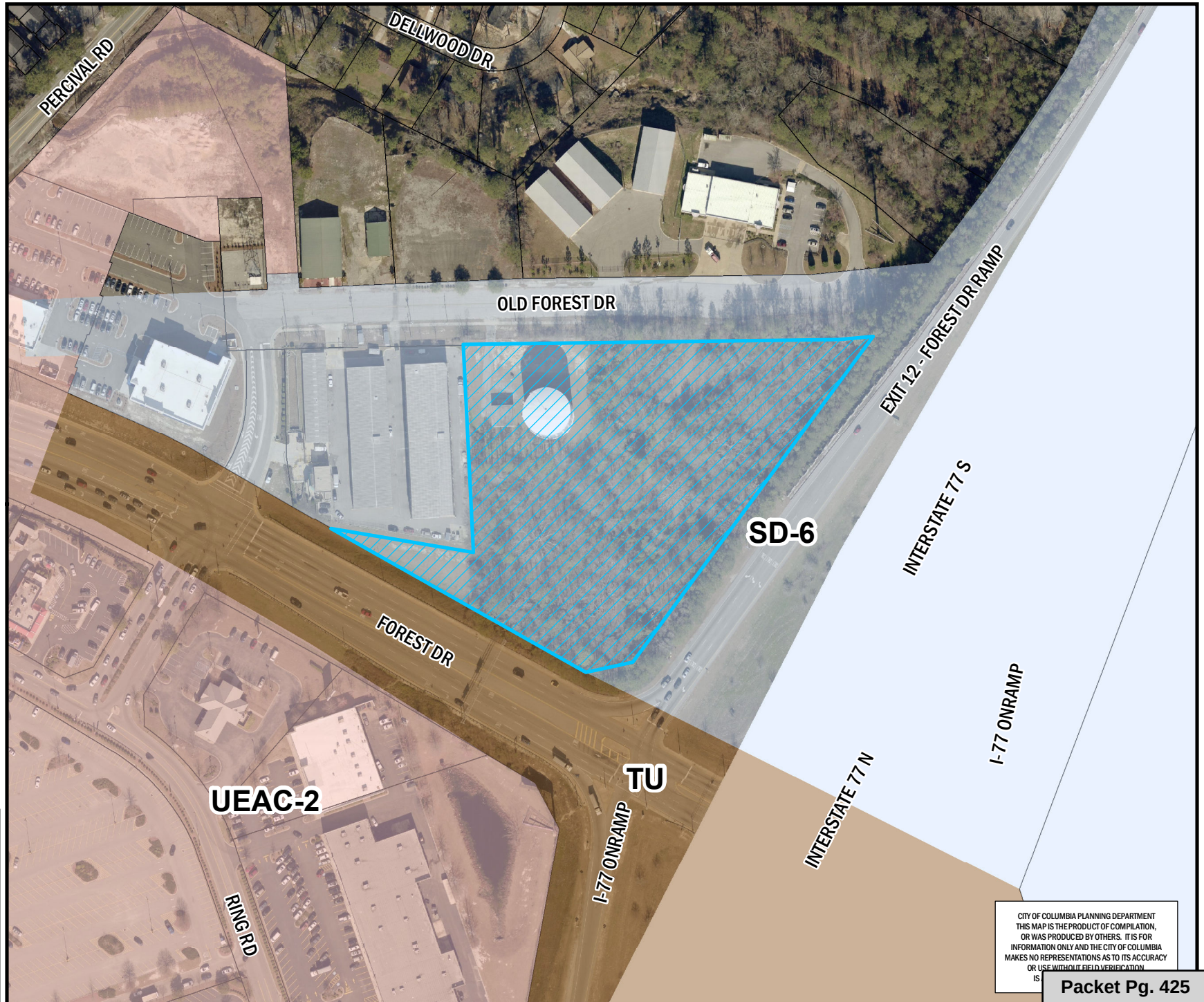
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson

0 50 100 200 Feet

North Arrow

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
September 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2019-091

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
5640 Old Forest Drive; Richland County TMS# 16710-01-02*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces In Place", along with all the maps and policies contained therein; and,

WHEREAS, 5640 Old Forest Drive; Richland County TMS# 16710-01-02, was included within Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by City Council on February 17, 2015, and was assigned the designated future land use classification of Fort Jackson (SD-6), while the future land use classification of Urban Edge Regional Activity Center (UEAC-2) is more appropriate, and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that the designated land use for 5640 Old Forest Drive, Richland County TMS# 16710-01-02, was identified as Fort Jackson (SD-6) in Plan Columbia Land Use Plan: Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property is apportioned to City Council District 4, Census Tract 113.01, contains 5.19 acres, and the land use classification shall be amended to Urban Edge Regional Activity Center (UEAC-2).

Requested by:

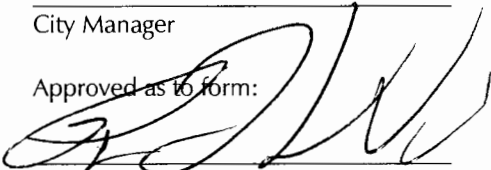
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Future Land Use Map

5640 Old Forest Drive, TMS# 1671 41.b
Current FLU: SD-6, Proposed FLU: UEAC-2

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



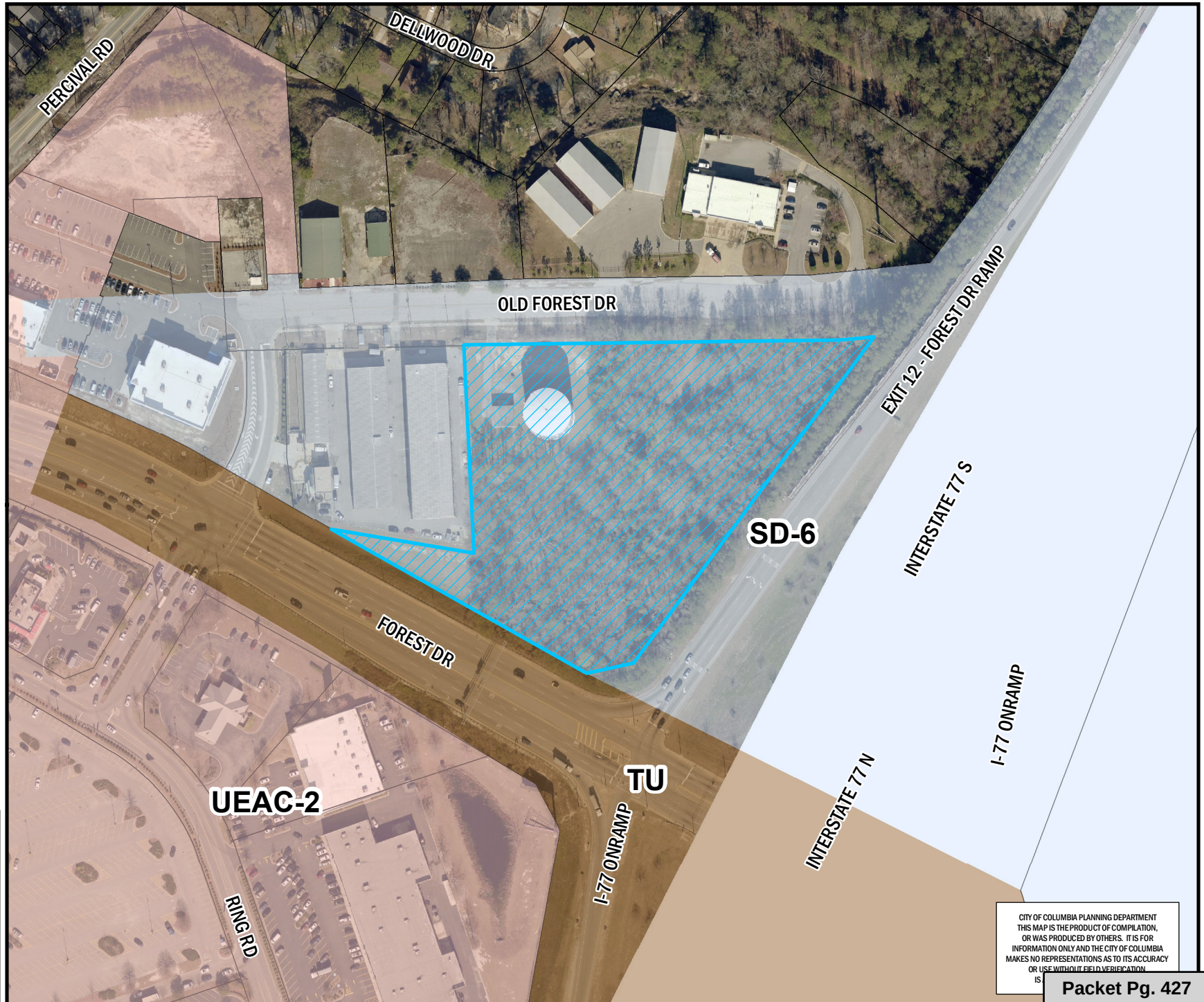
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 5640 Old Forest Drive, TMS #16710-01-02

City Council District:	4
Proposal:	Request to rezone the parcels from Single-Family Residential District, -Fort Jackson 3000' Buffer (RS-1, -FTJAX) to General Commercial District, -Fort Jackson 3000' Buffer (C-3, -FTJAX).
Applicant:	Laura Baker, Cox and Dinkins c/o Fort Props, LLC
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.19 acres
 Current Use: Vacant
 Proposed Use: Hotel
 Current Land Use Classification: Fort Jackson (SD-6)
 Proposed Land Use Classification: Urban Edge Regional Activity Center (UEAC-2)
 Current Zoning: Single-Family Residential District, -Ft. Jackson 3000' Buffer (RS-1, -FTJAX)
 Proposed Zoning: General Commercial District, -Ft. Jackson 3000' Buffer (C-3, -FTJAX)
 Fort Jackson 3,000' Buffer: Fort Jackson has indicated that they have no objection to the proposed rezoning.

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Fort Jackson (SD-6) in The Columbia Plan 2018 Future Land Use Map. The proposed future land use classification for the property is Urban Edge Activity Center (UEAC-2).

Fort Jackson (SD-6)

The U.S. Army training center at Fort Jackson trains over 50% of all soldiers entering the Army each year. Fort Jackson contains over 52,000 acres, including over 100 ranges and field training sites and 1,160 buildings. The site houses a variety of uses.

Urban Edge Regional Activity Center (UEAC-2)

Urban Edge Regional Activity Centers are large to extra large scale, mixed-use activity centers with region-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically up to a 20-mile radius or drive distance. These activity centers are found in the outer areas of the City (frequently near highway interchanges) and are subdivided from large undeveloped tracts or as redevelopment of larger commercial sites. They are typically found at major intersections of major corridors, and may occupy all quadrants of the intersection.

Fort Jackson (SD-6)

Primary Types

- Civic/Institutional

Secondary Types

- Small to Extra Large Business/Employment
- Parking Structures and Lots

Tertiary Types

- Multi-family Institutional (Dormitories)
- Power Utilities
- Water and Wastewater Treatment

Urban Edge Regional Activity Center (UEAC-2)

Primary Types

- Small to Extra Large Business/Employment (incl. High-rise)
- Multi-family Small to Medium Mixed-use

Secondary Types

- Small to High-rise Multi-family
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single-family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single-Family Residential District (RS-1). The abutting properties in the City of Columbia have base zoning of General Commercial District (C-3) to the West, Planned Unit Development-Commercial District (PUD-C) to the South, and Single-Family Residential District (RS-1) to the East. The abutting properties in unincorporated Richland County are zoned RM-HD and GC to the North.

The proposed zoning district is General Commercial District (C-3).

Single-Family Residential District (RS-1)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to

best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council to rezone the parcels from RS-1, -FTJAX to C-3, -FTJAX.



Future Land Use Map

5640 Old Forest Drive, TMS# 1671 42.a
Current FLU: SD-6, Proposed FLU: UEAC-2

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
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-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



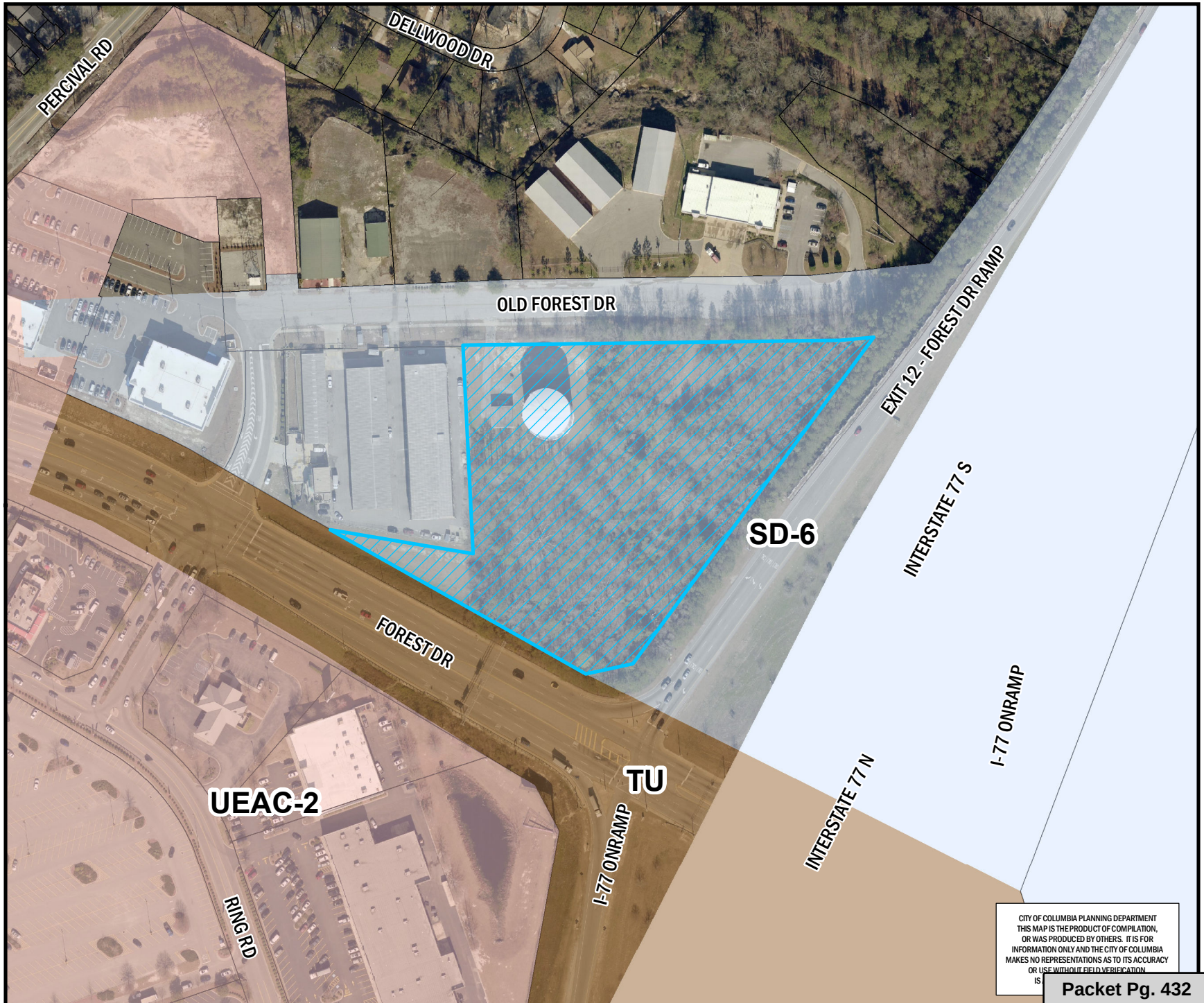
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ORIGINAL PREPARATION/DATE:
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Shane Shaughnessy
September 10, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

5640 Old Forest Drive, TMS# 16710 42.a
Current Zoning: RS-1, Proposed Zoning: C-3

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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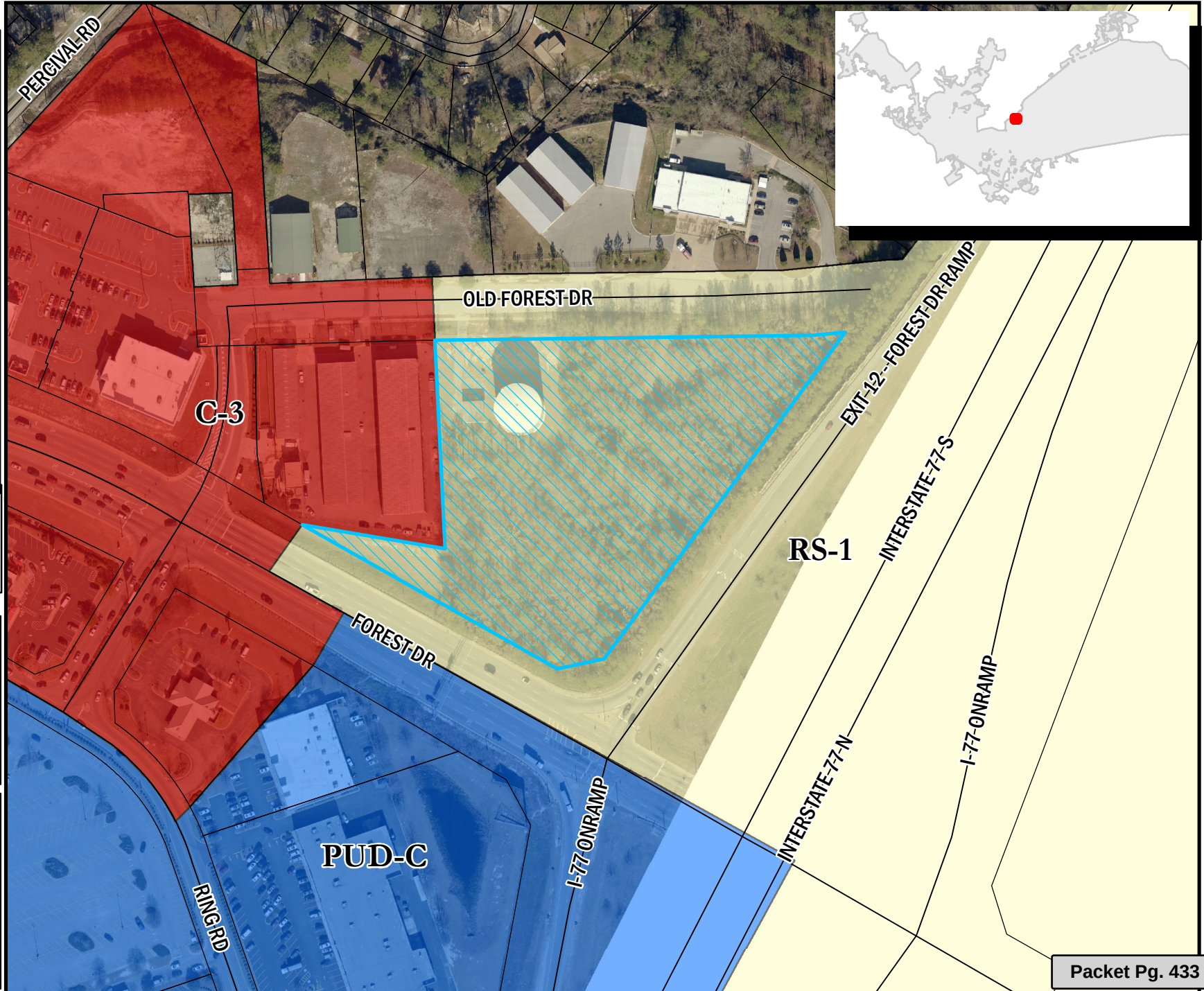


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development

Table of Permitted Uses
C-3
Permitted Principal Uses
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Bakery products
Printing, publishing and allied industries
Private Commercial Storage (Sec. 17-260)
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication services, not elsewhere classified
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Cemetery subdividers and developers
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodginghouses on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops

Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Permitted Principal Uses
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Repair shops, not otherwise classified
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Nursing and personal care facilities
Hospitals
Medical and dental laboratories
Legal services

Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Permitted Principal Uses
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Veterinary services with indoor kennels
Veterinary services with outdoor kennels
Furnitures and fixtures
Special Exception by Board of Zoning Appeals

Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Electric substations
Motor vehicles and automotive parts and supplies
Wholesale trade, not durable goods: Paper and paper products
Wholesale trade, not durable goods: Drugs, drug proprietaries, and drugist sundries
Wholesale trade, not durable goods: Apparel - Goods and notions
Wholesale trade, not durable goods: Groceries and related products
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)
Liquor Stores
Used merchandise stores with weapons
Pawn shops
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Banquet Hall
Power laundries
Laundry and garment services not elsewhere classified
Body piercing facilities and tattoo establishments
Massage parlors and spas
Outdoor advertising agencies
Parking structures
Automotive repair shops
Automotive services, except repair and carwashes
Drive-in motion picture theaters
Bingo parlors
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Detached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Dormitories, Public
Fraternity and sorority houses
Correctional institutions



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Major Amendment to a PUD-LS Case Summary

7743, 7749 and 7801 Garners Ferry Road, 2 Acres Garners Ferry Road, 1.4 acres Garners Ferry Road, 7.31 acres Garners Ferry Road, 7831 Garners Ferry Road, 7841 Garners Ferry Road, 1.12 acres S/S Garners Ferry Road, 46.42 acres S/S Pineview Drive, 63.38 acres B/S Pineview Drive, 609 Clif Kinder Road, 6.26 acres Clif Kinder Road and Corner Wind Lane, 105-225 Council Loop, 312-441 Council Loop, 501-637 Scribes Lane, 1-8 Silage Court, 105 Trading Path Lane, 110 Trading Path Lane, 105-138 Holstein Lane, 1.46 acres Holstein Lane, 103, 107, 111, 115, 119, 123, 127, 131, 135, 139, 143, 147, 151, 155, 159, 163 Beacons Field Road, .14 acres Hay Meadow Lane, 210, 211, 215, 219, 223, 227, 231, 235, 239, 243 Beacons Field Road, .20 acres SE/S Beacons Field Road, .28 acres S/S Beacons Field Road, 300, 304, 308, 312, 316, 317, 320, 321, 324, 325, 328, 329, 332, 333, 336 Beacons Field Road, .06 acres SW/S Beacons Field Road, .04 acres Hay Meadow Lane, 102-160 Jersey Lane, 12 Hay Meadow Lane, 109, 113, 117, 121, 125, 129 Hay Meadow Lane, 132-157 Hay Meadow Lane, 52, 56, 60, 64, 68, 72, 76, 80, 84, 88 Salers Lane, .11 acres SW/S Salers Lane;

TMS# 19100-06-01 to -22, 19101-01-01 to -05, 19101-02-01 to -04, 19101-03-01 to -09, 19101-04-01 to -17, 19101-06-01 to -11, 19101-07-01 to -07, 19101-08-01 to -10, 19101-09-01 to -06, 19004-01-01 to -21, 19004-02-01 to -08, 19004-03-01 to -07, 19004-04-01 to -04, 16313-02-01 to -09, 16313-03-01 to -19, 16313-04-01 to -10, 16313-05-01 to -20, 16313-06-01 to -42, 16313-07-01 to -07, 16313-08-01 to -14, 16313-09-01 to -04, 16313-10-01 to -27, 16313-11-01 to -02, 16313-12-01, 16216-02-01 to -05

Council District:	3
Proposal:	Request to make a Major Amendment to a PUD-LS.
Applicant:	Robert Fuller, Attorney
Staff Recommendation:	Approval
PC Recommendation:	10/07/2019; Approval (6-0, 1 member recusal)
ZPH, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ±45 acres

Current Use: Mixed use Planned Unit Development

Proposed Use: Mixed use Planned Unit Development

Land Use Classification: Urban Edge Community Activity Center (UEAC-1)

Current Zoning: Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP)

Proposed Zoning: Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Edge Community Activity Center (UEAC-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Edge Community Activity Centers are small to medium scale, mixed-use activity centers with community-serving commercial uses and a medium to high intensity residential component, typically with a significant open space element. They provide a daily retail and service destination for a portion of the City, typically within a three- to five-mile radius or drive distance. These activity centers are found in the outer areas of the City, frequently near highway interchanges, and are subdivided from large, undeveloped tracts or as redevelopment of larger commercial sites. They typically are found at major intersections of major corridors and may occupy all quadrants of the intersection.

Primary Types

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Small and Medium Multi-family
- Small and Medium Flex

Tertiary Types

- Civic/Institutional
- Single-family Attached
- Large Format Commercial
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP). The abutting properties in the City of Columbia have base zoning of General Commercial District (C-3) to the North, General Residential District (RG-2) to the West, and Light Industrial District (M-1) to the East. Abutting properties in unincorporated Richland County are zoned GC to the North and East, RM-HD and RU to the West, and M-1 to the South.

The proposed zoning district is Planned Unit Development – Large Scale and Planned Unit Development – Large Scale, Flood Protective Area (PUD-LS, PUD-LS, -FP).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

-Flood Protective Area (-FP)

Certain areas within the city are subject to periodic inundation by floodwater, which results or may reasonably be foreseen to result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These hazards are caused or extended in part by the occupancy of flood hazard areas by uses which increase flood damage upon other lands or uses which are vulnerable to floods because they are inadequately elevated or not otherwise protected from flood damages. It is, therefore, the intent of this article to lessen such hazards or losses by restricting or prohibiting uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities; by requiring that uses vulnerable to floods be protected against flood hazards at the time of initial construction; and by controlling filling, grading, mineral extraction, placing of obstructions within flood channels and other activities, uses or characteristics of use which may increase flood damage.

STAFF RECOMMENDATION

Staff recommends City Council grant the Major Amendment to this PUD-LS.



Future Land Use Map

Burnside Farms Planned Unit Development
Current FLU: UEAC-1

43.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



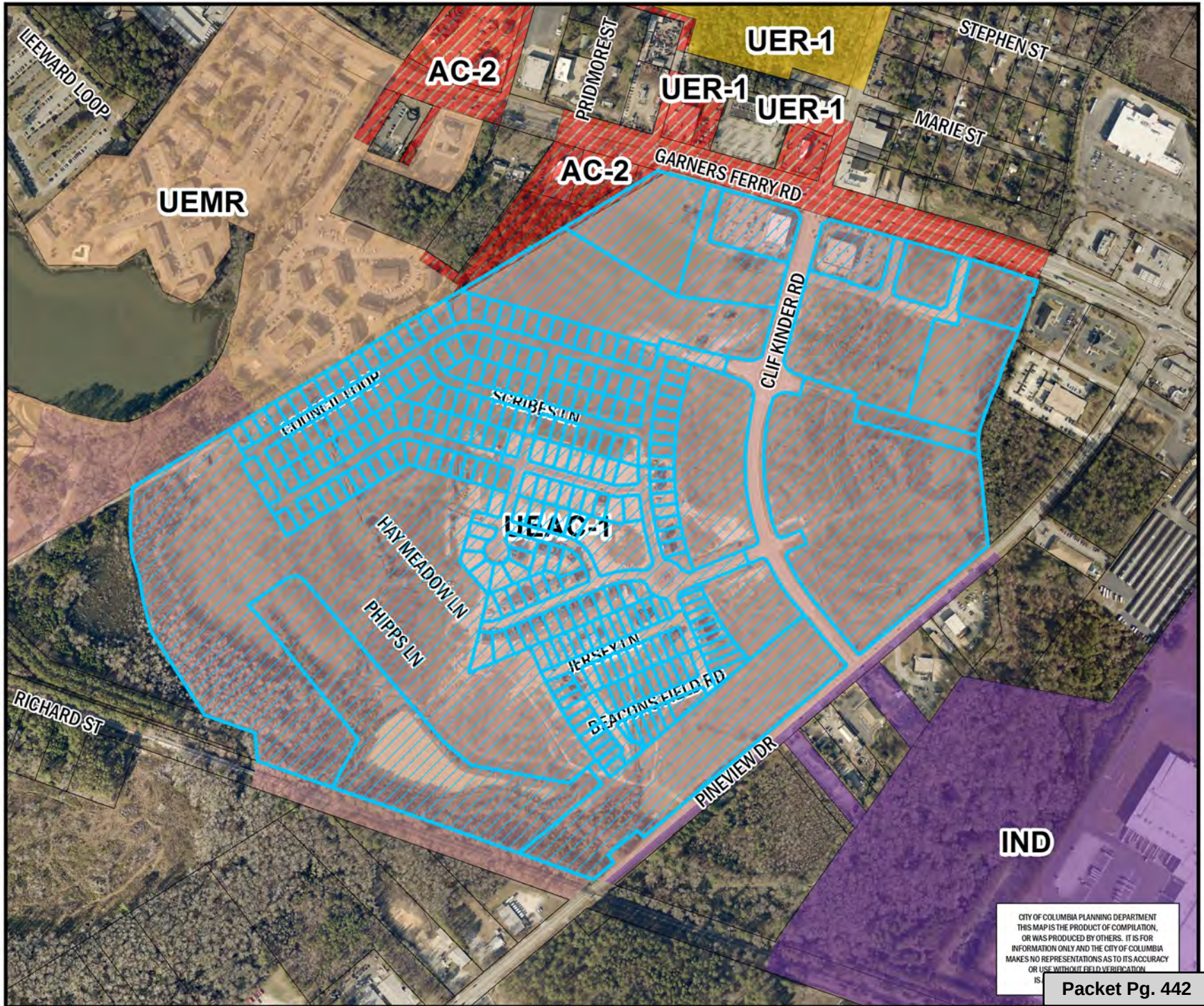
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 13, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 442

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

Burnside Farms Planned Unit Development
Current Zoning: PUD-LS and PUD-LS, -FP where applicable

43.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 140 280 560
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

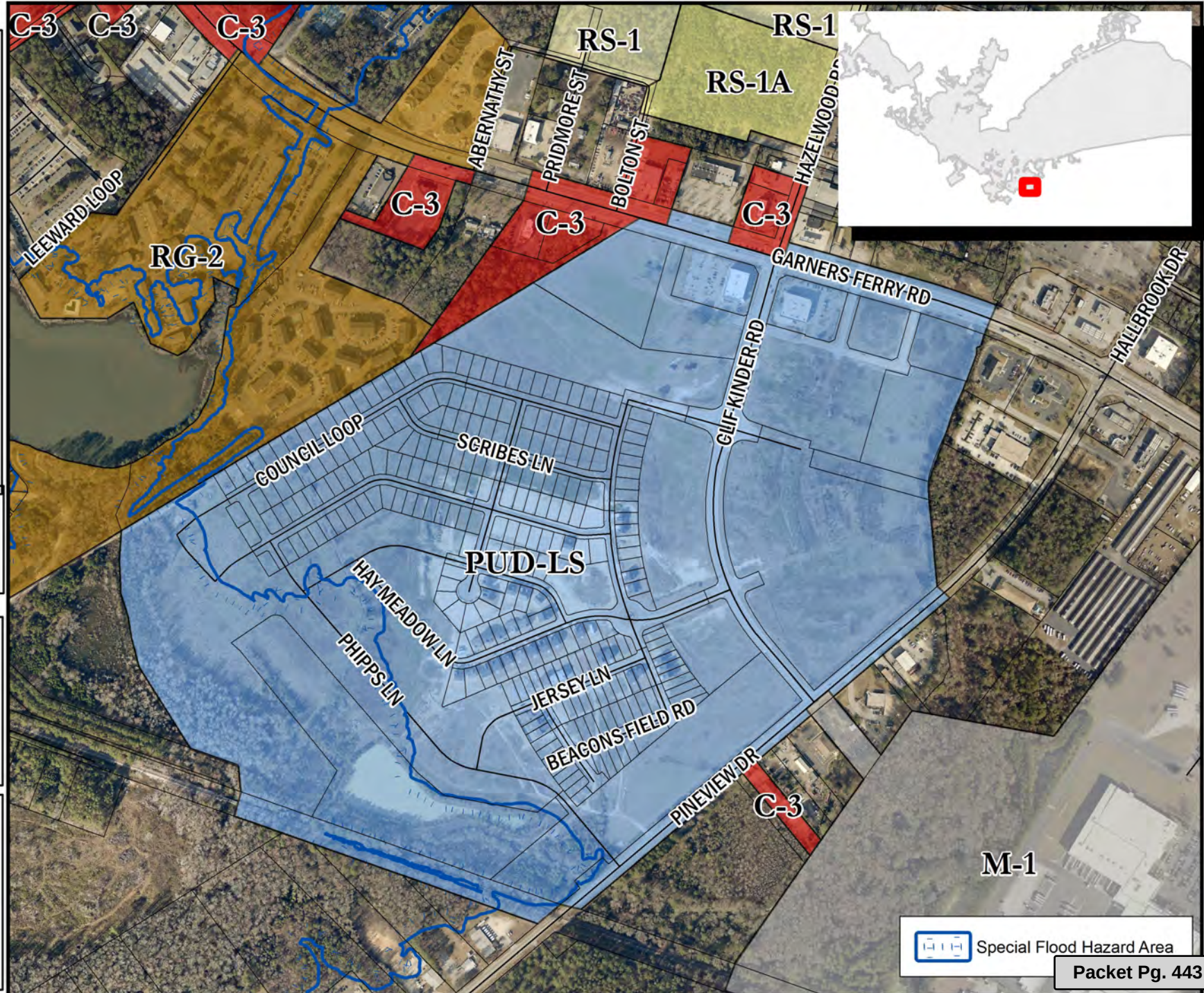
Shane Shaughnessy
August 9, 2019

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We Are Columbia



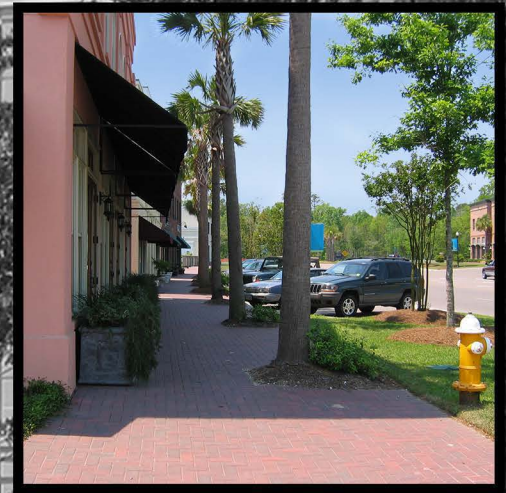
Special Flood Hazard Area

Packet Pg. 443

BURNSIDE FARM

APRIL 26, 2005

43.a



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
E. CLIFTON KINDER, JR.
(903) 788-9505

Packet Pg. 444

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2nd Revision September 6, 2005

3rd Revision July 15, 2019

BURNSIDE FARM

General Overview

Burnside Farm is a 190+ acre, third (3rd) generation farm located at the Southwest corner of the intersection of Garners Ferry Road (US 76/378) and Pineview Road. This is in the Lower Richland area of Columbia. At the present time, this property is in the County but it adjoins the city limits to the North (the adjoining East Lake residential area is in the city limits of Columbia).

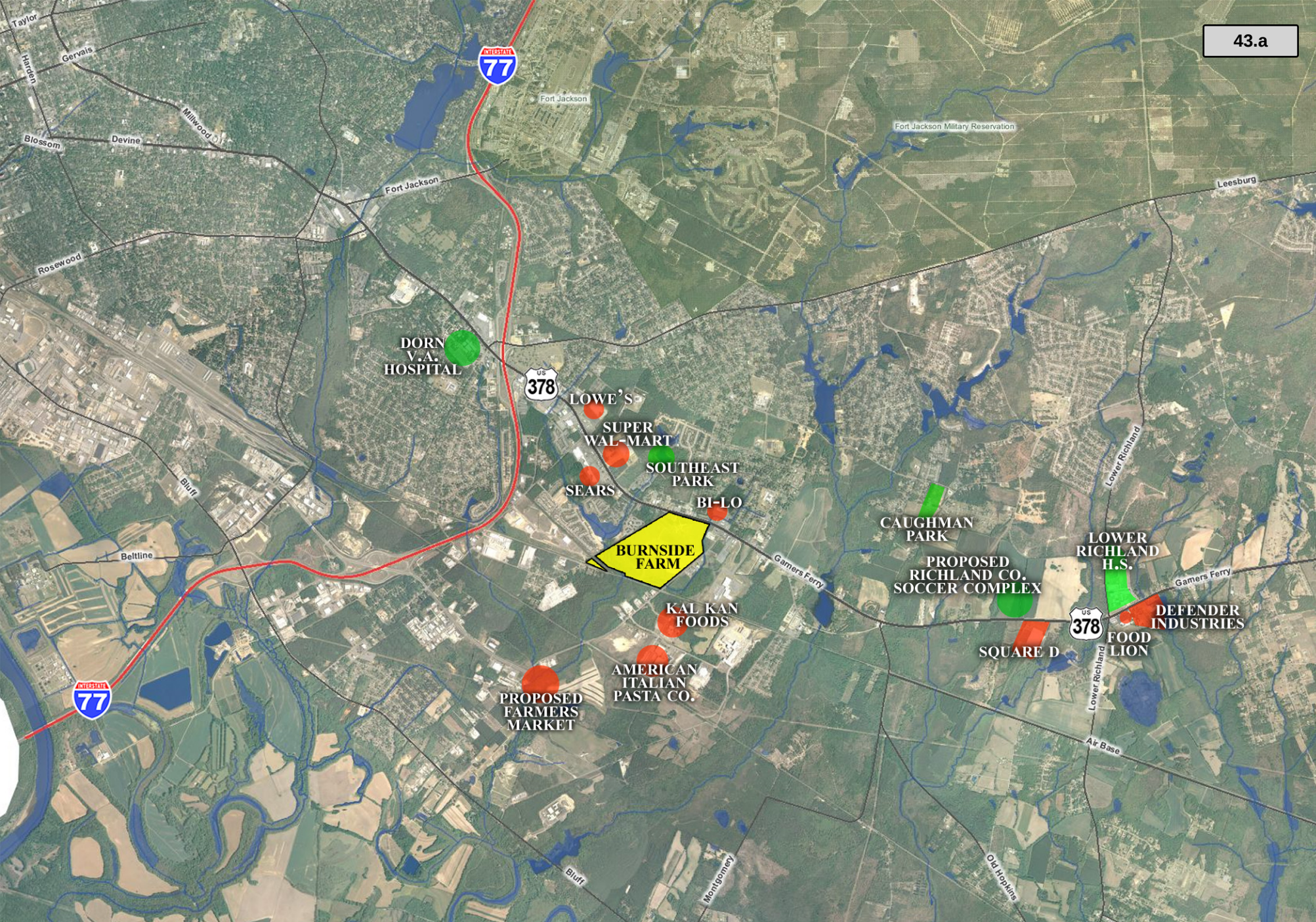
This currently active farm is surrounded by existing commercial/industrial, single family and multi-family developments. Almost directly across Garners Ferry Road on Hazelwood, the City of Columbia is constructing its newest community park facility/tennis complex.

Garners Ferry Road is the main East/West traffic corridor in this portion of the City. Pineview is a relatively new, major traffic artery. Pineview connects Bluff Road and Shop Road (the location of the proposed relocated State Farmer's Market) to Garners Ferry Road.

Lower Richland is a once rural portion of the county that is currently experiencing rapid development. Within the last year several major commercial and residential projects have been completed and/or being re-zoned for future development. This has made this portion of the City/County very desirable.

Burnside Farm is currently an active cattle farming operation. With the exception of the two (2) owners' residences, some farm buildings and one low area at the rear (westerly) portion of the site, the entire farm is a grass pasture. The entire farm slopes gently from the high areas along Garners Ferry Road to the west towards a railroad track which is on the western boundary of the farm. All surface storm water drains east to west and exits the site under the railroad track.

Closer to downtown, the large Super Wal-Mart development which includes other stores and eating establishments recently opened. The merged K-Mart and Sears store currently occupy the recently abandoned old Wal-Mart building. Further East (away from town) several major food stores, drug stores and numerous eating establishments have developed within the last several years. This is in addition to the established industry, commercial and retail spaces.



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
 E. CLIFTON KINDER, JR.
 (803) 799-8595
 eck@ds-links.net

Within the last year at least five (5) new residential developments including several thousand single family house sites have been announced within two (2) miles of Burnside Farm. All of these future residents must drive past Burnside Farm if they work within the City of Columbia or use I-77 as access to their work site.

I-77 is within two (2) miles of this site. Burnside Farm has easy access to I-77 by way of Garners Ferry Road or Pineview to Shop or Bluff Road. Current traffic signals make access from Burnside Farm to I-77 favorable.

To date, Lower Richland and East Columbia have developed in the traditional strip commercial along major traffic arteries and single family residential behind the commercial with a sprinkling of multi-family also facing the major traffic arteries.

East Columbia/Lower Richland has no real general core/identity areas. Examples of core areas in other portions of Columbia are Five Points or Eau Claire. Newer examples of this are the Town Center portions of the Lake Carolina Community, the Daniel Island Town Center, Daniel Island, Charleston, S.C., or the Sandhills Center on Clemson Road in Northeast Columbia.

Burnside Farm can become the community oriented, East Columbia Urban Town Center. The size, shape, location and land features give it the unique ability to become the true mixed use (like Five Points) urban center for East Columbia.

The development desire is to create through this PUD zoning application, a planning structure that will encourage a total mix of uses to include traditional single family, multi-family and commercial along with live/work, living over working and home/office all within a totally pedestrian friendly urban environment. Traditional neighborhood developments encourage a mix of commercial and residential. The best example of this re-zoning's objective is to create a Five Points type mixed live, work, study, recreational environment.

This concept has been very successful in other communities. The Town Center development in Mt. Pleasant and Daniel Island in Charleston County, and the upcoming Town Center at Lake Carolina are just three (3) examples of this desired concept.

Mixed uses are the main element that make areas like Five Points desirable. There are highly desirable single family residential surrounding an intensely developed mix of shops; restaurants; multi-level, multi-family housing both owner occupied and rental; recreational; educational; religious and public support facilities all within a walking environment.



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
E. CLIFTON KINDER, JR.
(803) 799-8595
eck@ds-links.net

APRIL 19, 2005

Uses and relationships between uses proposed on The Generalized Development Plan (G.D.P.) show some mixed uses that are normally considered, in traditional developments, conflicting, such as multi-family/commercial. However these two (2) are very compatible. In older downtowns like Charleston, living and working are encouraged over commercial establishments. Small restaurants should be close to offices and homes. It should not be necessary to “get in your car” to get from your home to “eat out”, shop or worship.

Burnside Farm is to be the East Columbia Urban Center and a major city wide destination.

Planned Urban Development Update and Amendment

July 2019

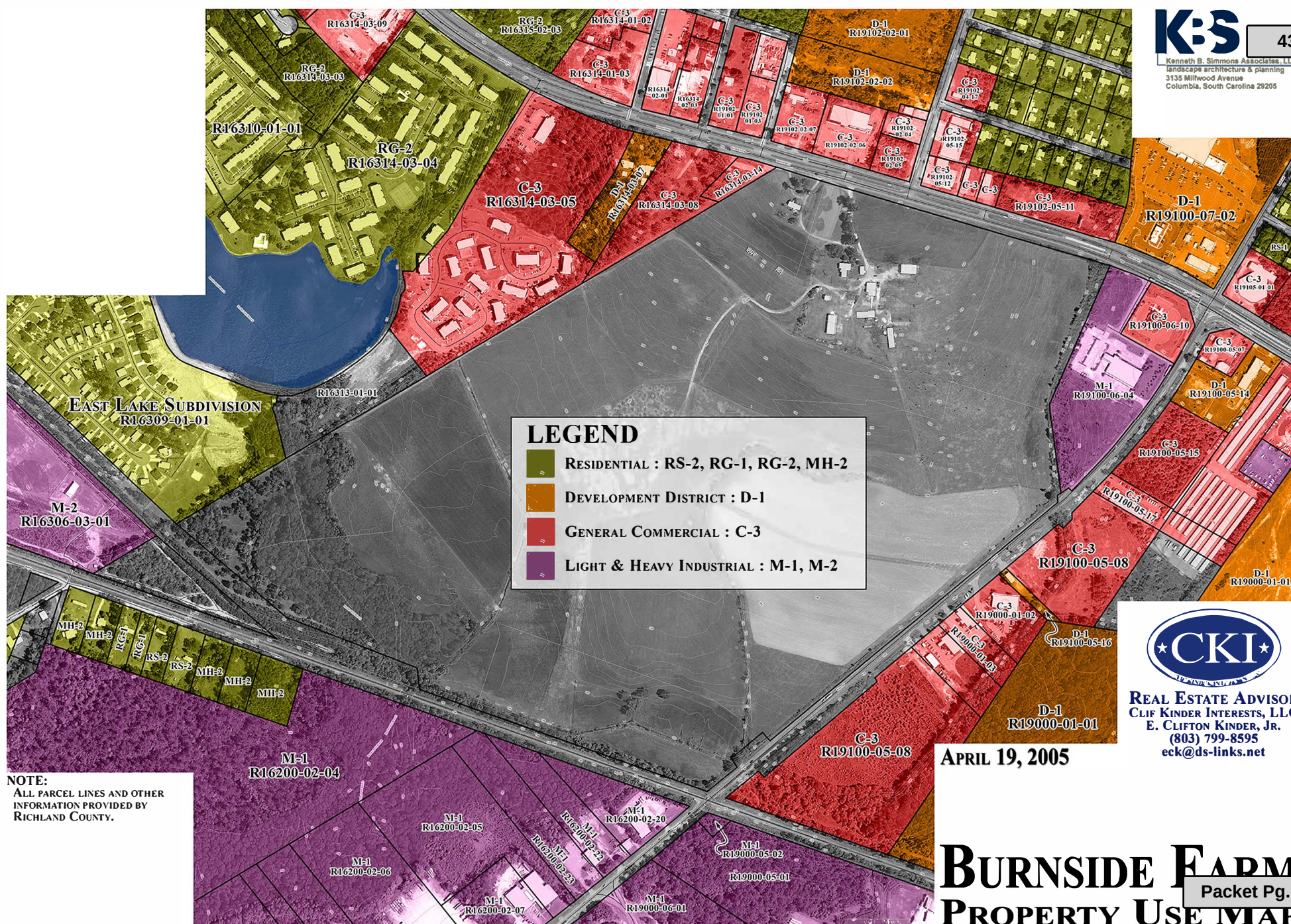
The Burnside Farm Planned Urban Development was approved by the City of Columbia in 2005 and was intended to be a dense, urban, mixed used development that mirrored other notable South Carolina urban environments such as The Towne Center developments in Mt. Pleasant and Daniel Island, Town Center in Lake Carolina, The Village at Sandhills and Five Points. This style of urban development was popular during the early 2000's as the economy was at peak levels and consumerism was at its all time high. The Burnside Farm plan consisted of single family (91 acres), transitional (19 acres), multi-family (25 acres) and commercial (57 acres) uses. Within the uses, Burnside Farms was approved for 600 single family homes and 600 multi-family units, for a total of 1200 dwelling units. The total buildout was estimated to be 5 years with a completion date of 2011. Upon Columbia City Council approval, Burnside Farm constructed all the of the infrastructure necessary for full development at a cost in excess of \$1.5 million. Sewer and storm management systems were designed, engineered and installed to serve the entire development. Hazelwood Road Extension (aka Clif Kinder Boulevard), sidewalks, Garners Ferry Road intersection improvements and an intricate traffic signal system were all designed and installed based on a traffic study accounting for the total volume of traffic generated at full completion.

In 2019 and eight years beyond scheduled completion, Burnside Farms is still in active development. The planned single-family residential portion has been reduced from 600 units to 413 units. Of the 413 units, 215 have been developed. Anticipated completion for the single family residential is 2022. Of the 57 acres of designated for commercial uses, 9.62 acres have been developed, leaving 47 acres undeveloped. The commercial businesses include CVS, Walgreen's, Tractor Supply and a car wash. There has been no multi-family construction, leaving all 600 units available. Lastly, the Transitional areas have remained vacant, although the 8 acres on the west side of Clif Kinder Blvd have been approved for additional single-family units through a Columbia Planning staff approval of a minor PUD amendment. These additional units are included in the 413 units mentioned previously.

The lack of progress in Burnside Farms is attributable to the Great Recession of 2008, the overall failure of the life style development concept nationally (Lake Carolina and Village at Sandhills

are local examples), and rapidly growing eCommerce/internet business. The net result is that the design of Burnside Farms no longer meets with the market demands. The 47 acres of commercial designated area will likely never be developed in full. In addition to the commercial land in Burnside Farms, there is a vast number of vacant and competing commercial parcels available for sale along Garners Ferry Rd, between Interstate 77 and Trotter Rd. With internet commerce, there simply isn't the demand for bricks and mortar as there used to be. Thus, the available commercial land in Southeast Columbia, as in almost all other commercial corridors, will need to be replaced with other alternate uses.

Forbes and US News has recently published reports that the preferences of the millennial generation are flexibility, amenities and community, and the increased demand that it is placing on the multi-family market in the United States. Freddie Mac estimates that 350,000 new apartment units will start construction in the United States in 2019. The established 25 acres of multi-family designated area in the Burnside PUD has been absorbed by the single-family demand, leaving no area in the PUD for multi-family development, despite being planned and approved for 600 units. Given the infrastructure with Burnside Farms is designed to accommodate much more density, the trends and growth in the multi-family sectors, and recognizing that 47 acres of vacant commercial land is more than the market will ever be absorbed, the proposed amendment to the Burnside Farms PUD is to allow for traditional, garden style multifamily and single-family uses in the Commercial designated area of Burnside Farms PUD. Additionally, the emphasis for urban, mixed use and "live work" design will no longer be applicable, but rather designs based on today's economy and development trends. All other guidelines will remain in place as will the Burnside Farm Declaration of Covenants, Conditions and Restrictions and Design Review Committee.



Chapter 17
City of Columbia Codes, Ordinances and Regulations

PLANNING LAND DEVELOPMENT AND ZONING

Chapter 17 of the City of Columbia Codes, Ordinances and Regulations
Adopted August 19, 1998 (see Appendix Co) that state requirements for PUD rezoning.
Note: Elements in brackets are subsections of Section C

(c) PUD (PUD-LS) parcels in excess of 25 acres.

(1) Permitted principal uses and structures.

Current farming/existing single family housing and related existing uses will be allowed and continue until the demand for the proposed uses materialize.

Pertaining to land uses, this PUD will designate three (3) general land use types. There will be commercial, transitional (commercial and/or multi-family residential) and residential. The following is a more completed description of each type land use:

- Commercial uses shall include all urban/retail/commercial/business/service uses normally found in an urban center. However there shall be no Adult entertainment, Tattoo Parlors or otherwise considered non-family oriented businesses as determined by the D.R.C. (All reference in this document to D.R.C. shall mean The Burnside Farm Design Review Committee. See the major Planning Objective section for discussion of this D.R.C.). These Commercial areas are mainly on the edges of this urban center and along the major traffic arteries. However vehicular access to Garners Ferry Road will be limited. Residential living, **to include traditional, garden-style, multifamily concepts, as well as conventional single-family living**, maybe incorporated into these use areas ~~and there will be no height restrictions on the proposed structures~~. Government and Government related uses (such as Post Offices, Libraries, Schools, Police/Emergency/Fire services as well as religious facilities) will be encouraged in this area.
- Transitional areas may include all services in the commercial, but shall encourage a more residential predominance, **which may include traditional, garden-style, multifamily concepts, as well as conventional single-family living**.

- Residential will provide the neighborhood base for this urban center. Both multi-family and single family (as shown on the G. D. P.) will transition to the neighboring properties. ~~The multi-family shown in these all areas will be restricted to a maximum height of seventy five (75) feet and will relate to adjoining (traditional suburban) multi-family housing.~~

The single family housing will encourage clustering, small lots with large expanses of open space. Parks, greenway and pedestrian ways will be a major design element in each of these neighborhoods and between neighborhoods.

Very limited neighborhood commercial will be allowed at key intersections within all neighborhoods. The neighborhood commercial sites and uses in the single family and multi-family neighborhoods must be approved by the D.R.C.

This PUD shall allow all RD, RG-1, RG-1A, RG-2, RG-3, RS, C-1, C-2, C-3 and C-4 uses allowed under the existing City of Columbia zoning ordinance. However, fast food, banks, laundry/dry cleaners and other service related businesses with drive thru windows will be permitted. This includes ATM's, coffee, film, UPS, etc. ~~and auto service-related businesses such as oil change operations and retail tire stores.~~

A one acre area will be identified at the sketch plan approval stage and when a clearly defined need for civic uses is identified. These uses may include police substations, library, fire station, post office or any other use. The exact location will depend on the use but vehicular access to the site will be of maximum importance.

(2) *Permitted accessory uses and structures.*

See (1) above.

(3) *Permitted special exceptions.*

No special exception actions are required to establish any specific use. Uses and structures permitted in the least restrictive districts indicated in subsection (b)(1) of this section for any specific site size are permitted; provided they are approved by the D.R.C.

However, that the planning commission and city council shall ascertain that the effect and benefits usually derived from safeguards and conditions normally imposed upon special exceptions permissible in districts as listed in sections 17-231 through 17-244 (see Appendix C) will substantially be met by the site plan and development controls of the proposed planned unit development.

(4) *Minimum lot area.*

Single Family Residential – Detached lot sizes shall vary based on neighborhoods. However the minimum lot size shall be 32 x 100 ft. Modifications to the lot sizes will be considered a minor PUD amendment if recommended by the D.R.C.

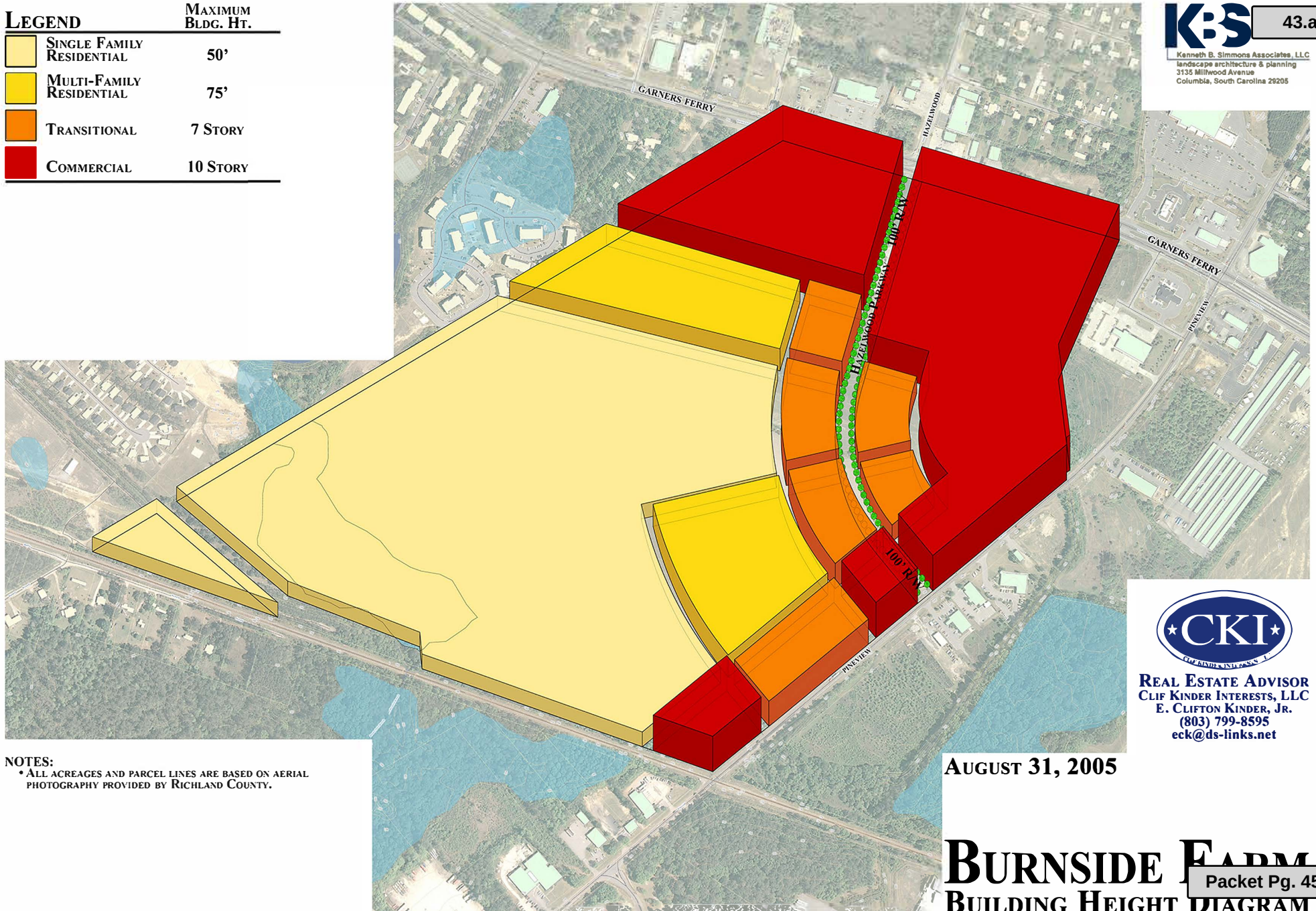
Setbacks for every phase of every neighborhood shall be approved by the D.R.C. prior to submittal of the preliminary plat and shall become a part of said plat. However lot setbacks shall be a minimum of: front 7 ½ feet, side 5.0 feet and back 0. Corner lots shall have sideline setbacks of 1 ½ times or 7 ½ feet on the street side. The D.R.C. shall have the authority to approve variances to these setbacks for a maximum of ten percent (10%) of the total lots in each phase.

(5) *Height and area regulations.*

- Commercial shall have a height limitation, not to exceed ten (10) stories and transitional zoning areas shall have a height limitation, not to exceed seven (7) stories as shown on the Generalized Development Plan.
- Multi-family residential as shown on the Generalized Development Plan shall be limited in height to seventy five (75) feet in the residential portion of this project ~~and no limit in the transitional portion of this project~~ and shall be limited to seventy five (75) feet if placed within either the commercial or transitional areas.
- Single family residential as shown on the Generalized Development Plan (attached) shall be limited to a maximum of six hundred (600) deeded lots and building height shall not exceed fifty (50) feet. Exceptions to heights may be approved as a minor amendment by the Planning Commission.

(6) *Off-street parking and loading.*

LEGEND		MAXIMUM BLDG. HT.
	SINGLE FAMILY RESIDENTIAL	50'
	MULTI-FAMILY RESIDENTIAL	75'
	TRANSITIONAL	7 STORY
	COMMERCIAL	10 STORY



NOTES:
• ALL ACRESAGES AND PARCEL LINES ARE BASED ON AERIAL PHOTOGRAPHY PROVIDED BY RICHLAND COUNTY.



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
E. CLIFTON KINDER, JR.
(803) 799-8595
eck@ds-links.net

AUGUST 31, 2005

Off-street parking and loading requirements as set forth in division 10 of this article shall be met for each use within the planned unit development.

(7) *Signs.*

Signs are permitted in this PUD only in accordance with provisions of division 12 of this article. Temporary project and builder signs are permitted within Burnside Farm if approved by the D.R.C. Real Estate “For Sale” or “For Lease” signs are permitted subject to the D.R.C. approval.

(8) *Administrative application and review procedures.*

A. *Generalized development plan.*

I. *Plan*

See the next page for the G.D.P.

II. *Legal description*

See Appendix A

III. *Total number of acres in the development area*

190+ acres

IV. *Number of acres devoted respectively to reflect requirements of subsection (c)(8)d.1 of this section*

See the G. D. P.

V. *Number of dwelling units*

See the G.D.P.

VI. *An outline of development phasing.*

Total build out is anticipated in five (5) years. It is expected that the residential demand will result in two hundred (200) to two hundred fifty (250) dwelling units per year. Commercial will result in approximately ten (10) acres per year.

VII. *Environmental characteristics and open space.*

See Major Planning objectives and guidelines

VIII. *Covenants or other legal restrictions applicable to the project*

See Appendix B

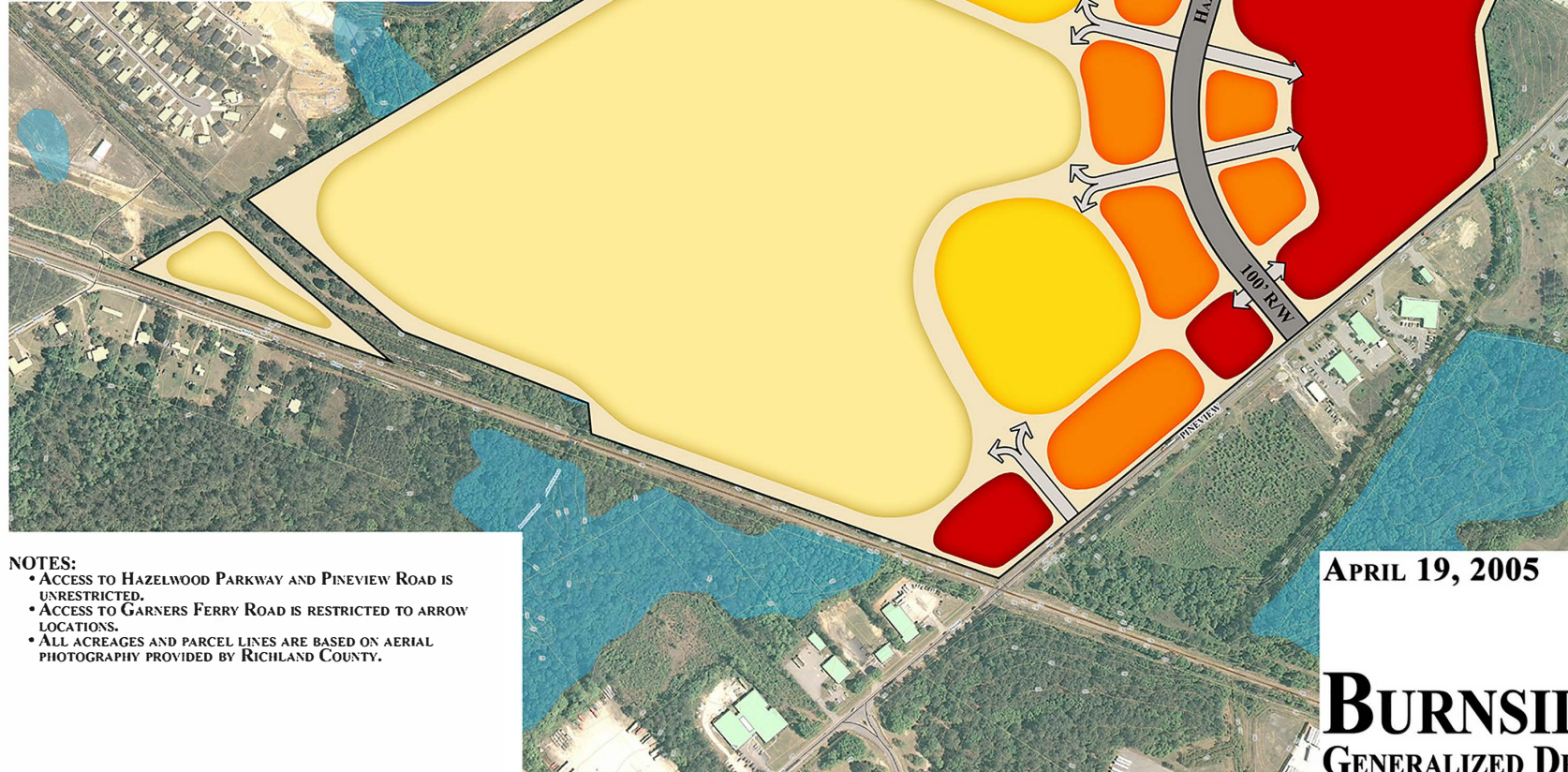
IX. *Major planning objectives and guidelines*

LEGEND	AREA	NUMBER OF UNITS	MAXIMUM BLDG. HT.	
	SINGLE FAMILY RESIDENTIAL	91.0 ACRES	600	50'
	MULTI-FAMILY RESIDENTIAL	25.0 ACRES	600	75'
	TRANSITIONAL	19.4 ACRES	*	7 STORY
	COMMERCIAL	57.7 ACRES	*	10 STORY
	RIGHT-OF-WAY	5.3 ACRES		

TOTALS 198.4 ACRES 1200

 PARCEL ACCESS POINT

*DOES NOT INCLUDE RESIDENTIAL UNITS ABOVE COMMERCIAL PROPERTY



- NOTES:**
- ACCESS TO HAZELWOOD PARKWAY AND PINEVIEW ROAD IS UNRESTRICTED.
 - ACCESS TO GARNERS FERRY ROAD IS RESTRICTED TO ARROW LOCATIONS.
 - ALL ACREAGES AND PARCEL LINES ARE BASED ON AERIAL PHOTOGRAPHY PROVIDED BY RICHLAND COUNTY.



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APRIL 19, 2005

BURNSIDE FARM
GENERALIZED DEVELOPMENT PLAN
Packet Pg. 459

Major Planning Objectives

The Burnside Farm Generalized Development Plan (G.D.P.) depicts a General Development from commercial along Garners Ferry and Pineview to residential adjoining existing neighboring residential.

The major circulation pattern will be the proposed one hundred (100) foot wide Hazelwood Parkway. This Parkway will be tree lined and will begin to set the design objectives of a pedestrian friendly, heavily landscaped, Urban Center. A traffic “round-a-bout” (traffic circle) will most likely be incorporated into the road design to slow traffic and discourage through traffic.

Along Hazelwood Parkway, it is envisioned that buildings will relate to the street front with parking to the rear (opposite from the street). Buildings in the commercial and transitional areas will not be required to have set backs from the rights-of-way to create the important urban spatial relationship.

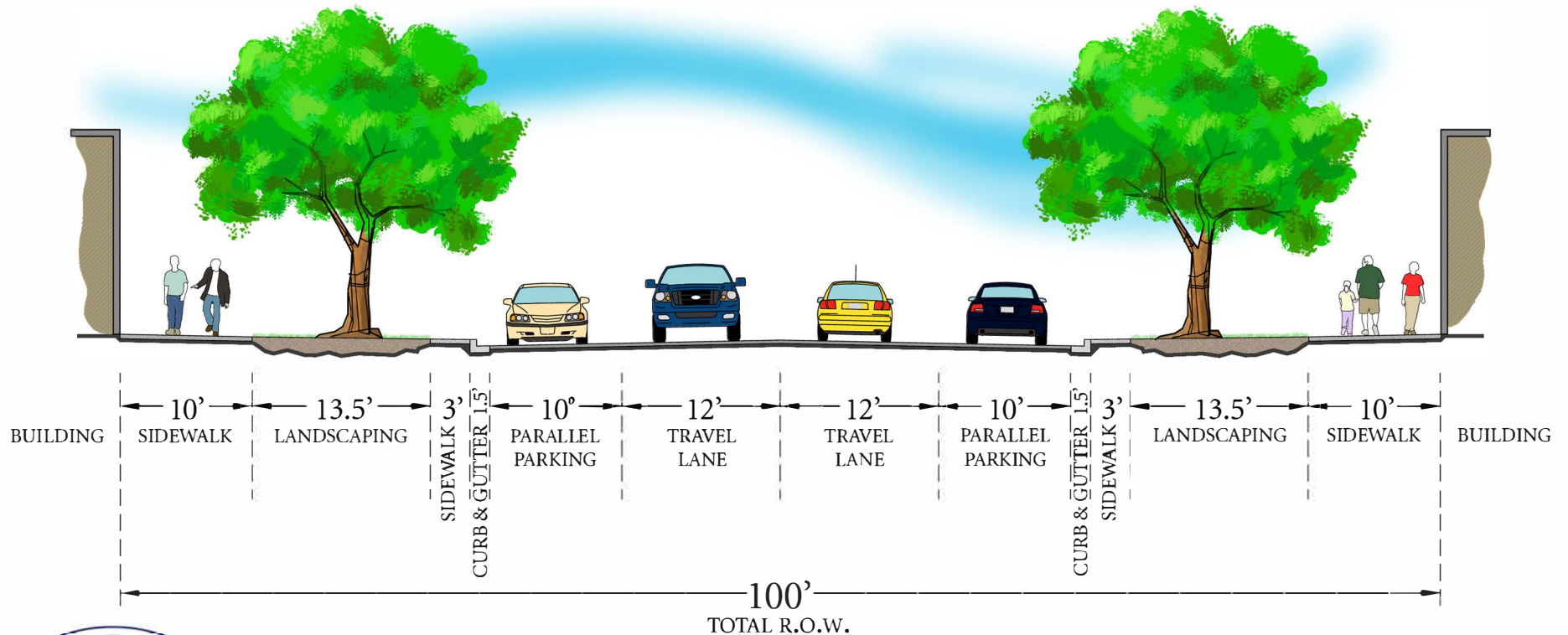
~~Mixed uses, building sizes and heights form the urban relationships that create an interesting urban environment. This is the vision of the Hazelwood Parkway. There could be multi-story residential buildings with restaurants, cafes, offices and shops on the ground floor. There could be attractive multi-level parking and major retail establishments.~~

Hazelwood Parkway should also be a major pedestrian corridor. Walks will be wide with trees, lights, street furniture and signage, all coordinated.

Building materials throughout the entire Burnside Farm will be coordinated and pre-selected by a D.R.C. appointed by the Owner/Developer.

BURNSIDE FARM

HAZELWOOD PARKWAY TYPICAL SECTION



REAL ESTATE ADVISOR
CLIF KINDER INTERESTS, LLC
E. CLIFTON KINDER, JR.
(803) 799-8595
eck@ds-links.net



Packet Pg. 461

3133 Millwood Avenue
 Columbia, South Carolina 29205

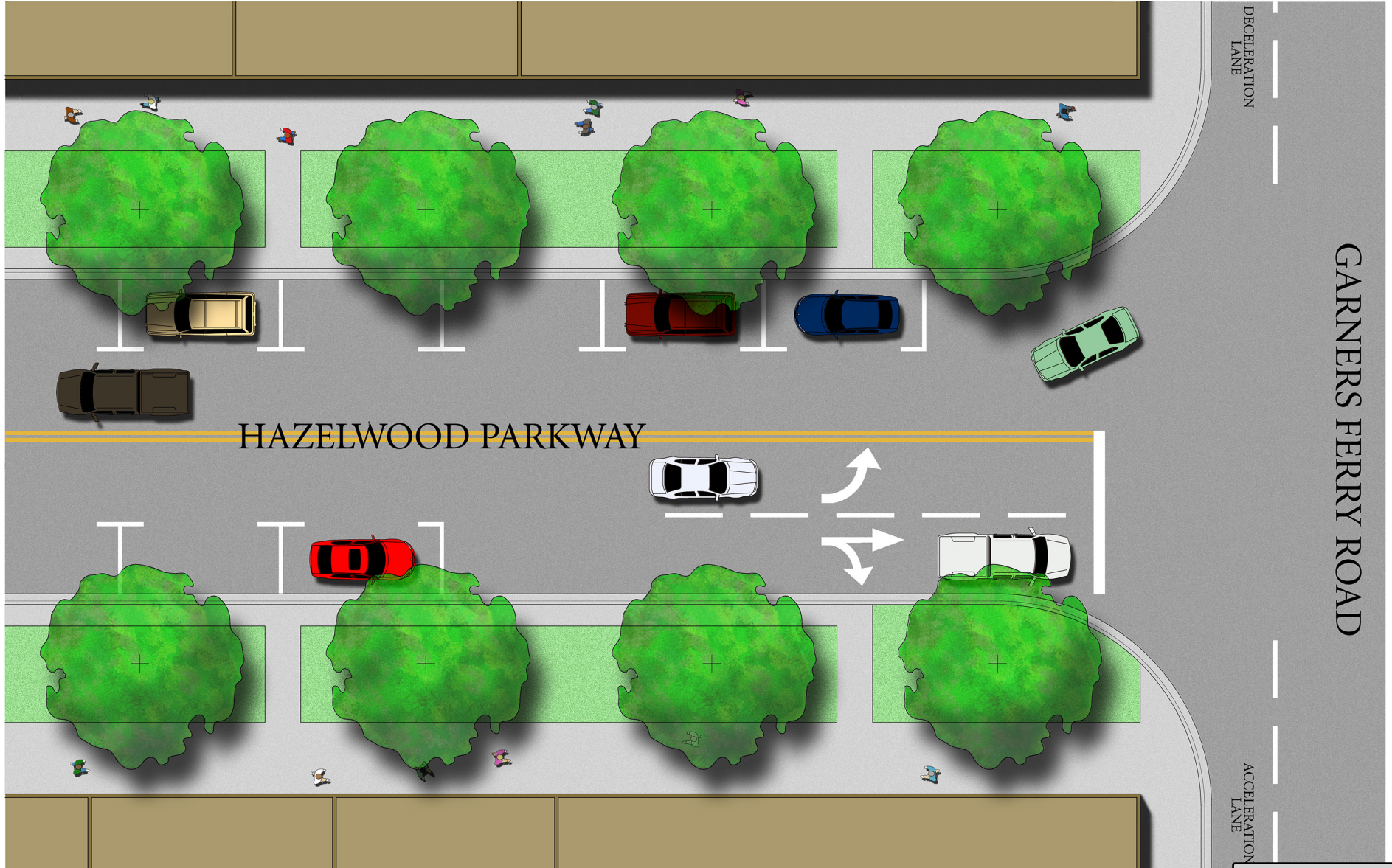


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BURNSIDE FARM

HAZELWOOD PARKWAY TYPICAL PLAN VIEW

K&S
Kenneth B. Simmons Associates, LLC
landscape architecture & planning
3135 Millwood Avenue
Columbia, South Carolina 29205



The Burnside Farm Design Review Committee (referred to in this document as the D.R.C.), shall be comprised of three (3) members; a Representative of the owner, a landscape architect appointed by the owner and a third member appointed by the first two and approved by the owner/developer.

The D.R.C. shall have design review over all construction as well as selecting standard design items such as street signs, mail boxes, lights, street furniture, etc.

There will be a Burnside Farm Property Owners Association (B.F.P.O. A.). Membership in the B.F.P.O.A. will be mandatory to all property owners.

Vehicular access to the commercial along Pineview will be based on SCDOT approved standards and will not be limited to only the arrows shown on the G.D.P.

Other than Garners Ferry Road, the traffic circulation patterns shown on the G.D.P. are schematic and show the minimum. It is intended that all areas throughout Burnside Farm be connected by a series of sidewalk and tree lined streets so everyone in this Urban Center has easy access throughout each area without having to go out to Garners Ferry or Pineview.

Parks and Environmental concerns will be very important to this entire development. The natural land characteristics on the western boundary of this site create a natural area for a park. This is also the only portion of this tract that has existing trees. This area will be developed into the major Burnside Farm Park. Ponds maybe created. Wetlands if present will be preserved, buffers and walking trails will be added (a park like Swan Lake in Sumter or Edisto Gardens in Orangeburg). This will be a passive, nature based park.

Active recreation will be provided either by the residential developers in the traditional swimming/tennis community complex and/or in a private club (such as Quail Lane Swimming/Tennis Club found in the Lake Katherine neighborhood or The Rock Bridge Club found in Forest Acres).

The Property Owners Association (POA) will maintain all landscaping and irrigation in all POA properties as well as all road rights-of-ways.

Single family housing will be clustered to create a more urban look. This should also create the maximum amount of neighborhood open spaces. These spaces will be identified at the Sketch Plan Design level and approved by the Planning Commission based on the following criteria:

- ☐ The opens spaces must be arranged in a logical layout to provide play areas, green spaces, natural parks, greenways, walking trails and/or any other desirable useable spaces for the residents and their guest. (Useable is the keyword. This does not mean a fenced detention pond is open space.)
- ☐ Connectivity between neighborhoods with roads, sidewalks, greenways and/or trails is highly desirable and encouraged.
- ☐ Normally required buffers between land uses will not be required in Burnside Farm PUD however they may be installed if desired.
- ☐ Very limited neighborhood commercial with approval of the D.R.C.

All other City of Columbia tree and landscape ordinances will be met or exceeded.

X. Other information or descriptions deemed appropriate.

The applicant for each phase of this PUD agrees to submit and have approved, sketch plans and site plans (including landscape plans) for that tract pursuant to the City subdivision ordinance (Article IV of this chapter).

Additionally, each phase or tract must comply with the intent of this PUD as described in this document and as shown on the G.D.P.

The confirmation of compliance will be a portion of the sketch-plan submission.

All phases of this PUD will comply with or exceed all City tree and landscaping requirements relative to tree protection and new plantings as well as all other landscape and environmental ordinances.

Heights, parking and setbacks shall comply with the general standards and may be adjusted by a minor amendment approved by the Planning Commission. Examples of this may be shared parking be residents at night and commercial during the day or churches and commercial or assisted living.

The developer/owner will be responsible for all infrastructures, both public and private to include (roads, water, sewer, power, cable, etc.) on site and adjacent to the site on public rights of way and public easements.

If the general standards in this PUD do not expressly vary from existing ordinances then they shall comply with existing ordinances. However variances to these may be approved by the Planning Commission as a minor amendment.

Appendix A

Legal Description

All those certain pieces, parcels or tracts of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, the same being shown and delineated as PARCEL "B" (containing 10.53 Acres), PARCEL "C" (containing 25.00 Acres), PARCEL "D" (containing 4.07 Acres), PARCEL "E" (containing 10.53 Acres), PARCEL "F" (containing 74.43 Acres), PARCEL "G" (containing 21.93 Acres), and PARCEL "H" (containing 52.46 Acres), for a total of 198.95 Acres, on a Boundary Plat prepared for John W. & Alfred F. Burnside by Palmetto Engineering & Surveying Co., Inc., dated December 2, 1986, last revised September 11, 1989 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on October 19, 1989 in **Plat Book 52, at page 8061**. Reference is craved to said Boundary Plat for a more complete metes and bounds description of said PARCEL "B", "C", "D", "E", "F", "G" and "H".

Appendix B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

THIS DECLARATION is made on the date hereinafter set forth by
_____, South Carolina limited liability company, (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant presently owns certain real property located _____, in the
County of Richland, State of South Carolina, and which property is generally shown and delineated as
_____ on Exhibit "A" attached hereto and incorporated herein by this reference
(the "Property"); and

WHEREAS, Declarant desires to develop the Property as a _____
subdivision, together with any other land which Declarant at its sole discretion may hereinafter add
thereto, and to provide and adopt a uniform plan of development including assessments,
conditions, covenants, easements, reservations and restrictions designed to govern, control and
preserve the values and amenities of the Property for the development, improvement, sale, use and
enjoyment of the Property as a _____ subdivision; and

WHEREAS, Declarant desires to subject the Property, together with additional land as may hereinafter
be made subject hereto, to the assessments, conditions, covenants, easements, reservations, and
restrictions hereinafter set forth, for the benefit of the Property, additions thereto, and each Owner of
any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the value and
amenities in said subdivision, to create the _____ Property Owners
Association (hereinafter defined) in to which shall be delegated and assigned the power of
administering and enforcing these assessments, conditions, covenants, easements,
reservations and restrictions, including levying, collecting and disbursing the assessments; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be developed, improved, sold,
used and enjoyed in accordance with, and subject to the following plan of development, including the
assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all
&which are hereby adopted for, and placed upon the Property and shall run with the Property and be
binding on all parties, now and at anytime hereinafter, having or claiming any right, title or interest
in the Property or any part thereof, their heirs, executors, administrators, successors and
assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be
acquired and shall inure to the benefit &each Owner of any part of the Property.

ARTICLE I. DEFINITIONS

Section 1. "Alternate" shall mean and refer to the representative selected by the owner(s) of each
Tract responsible for casting all votes attributable to that Tract in the event the Voting Member
is unable to perform such duties. The Alternate shall be designated in writing to the Secretary of
the Association as the alternate representative of such owner. The Alternate cannot represent more
than one owner at any given time.

Section 2. "Area of Common Responsibility" shall mean and refer to the General Common Area together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other legal associations become the responsibility of _____ Association, Inc.

Section 3. "Articles of Incorporation" or "Articles" shall mean and refer to the Declaration and Petition for Incorporation of The Summit Commercial Owners' Association, Inc., as filed with the Secretary & State of the State of South Carolina.

Section 4. "Association" shall mean and refer to _____ Property Owners Association, Inc., ("_____"), a non-profit corporation, incorporated under the laws of the State of South Carolina, its successors and assigns.

Section 5. "Base Assessment" shall mean and refer to the total assessments levied against all owners of properties in the Association to fund Common Expenses and is equal to the annual budget.

Section 6. "Board" shall mean and refer to the duly elected Board of Directors of the _____ Property Owners Association.

Section 7. "By-Laws" shall mean and refer to the By-Laws of the _____ Property Owners Association that have been or will be adopted by the Board from time to time.

Section 8. "Charitable/Non-Profit Use" shall mean use of the Property by charitable or non-profit organizations or entities that are exempt from taxation by federal laws or the laws of the State of South Carolina and may be excluded from Base Assessments by vote of the Board.

Section 9. "Class "B" Control Period" shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2.

Section 10. "Commencement of Construction" shall mean the beginning of the construction of Improvements pursuant to Plans approved by the PRC

Section 11. "Commercial Property" means the property described as "Exhibit A", a mixed-use office, retail, residential, hotel/motel, charitable/non-profit and general commercial park, located in Richland County, South Carolina.

Section 12. "Common Expenses" shall mean and include the actual expenses incurred by the Association for the general benefit of all Tract Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 13. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the PRC. In no event, however, shall such standard be reduced below that standard established by the Declarant as of the termination of the Class "B" Control Period.

Section 14. "Declarant" means _____, its successors and assigns.

Section 15. "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for _____.

Section 16. "Dwelling Unit" shall mean and refer to any apartment, town house, condominium, motel, hotel or any other structure used as a place of residence, permanent or temporary.

Section 17. "Exclusive Common Area" shall mean and refer to certain portions of the General Common Area which are for the exclusive use and benefit of one or more, but less than all Owners

Section 18. "General Common Area" shall mean all real property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners and shall include areas designated by Declarant to be conveyed by deed or easement to the Association.

Section 19. "G. S. F." (Gross Square Foot/Feet) shall mean the total number of square feet in a Tract determined by the recorded survey on a Tract of land as deeded to an Owner.

Section 20. "Guidelines" shall mean and refer to the Standards and Procedures Guidelines for Commercial Development as set forth by the PRC and approved by the Board.

Section 21. "Improvements" shall mean all structures or other improvements to any portion of the properties of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 22. "Landscape" shall mean the planting of trees, shrubs, small-scale foliage, and grass in open space areas, and the installation of irrigation as necessary to support such plants.

Section 23. "Member" shall mean and refer to those persons entitled to membership as provided in Article III, Section 1 of this Declaration.

Section 24. "Office Use" shall mean and refer to a use of the Property for the conducting of business, clerical or professional activities from a building or buildings.

Section 25. "Open Space" shall mean and refer to an unpaved area within a Tract not used for vehicular access, parking, or building slabs/foundations.

Section 26. "Owner" means one or more title holders of Property, including _____, eligible to join the Association and ultimately executing this Declaration. Any person or entity obtaining title to an Owner's property subject to this Declaration shall also be deemed an Owner. Persons or entities obtaining property annexed into the Association shall also be deemed Owners. Those having such interest merely as security for the performance of an obligation are not included as Owners.

Section 27. "Plans" shall mean and refer to all of the following (collectively as submitted, revised, and resubmitted):

A. The "Design Development Plan," which shall include:

1. a site plan (the "Site Plan") showing the location, dimensions, and orientations to boundary lines and the set back lines of proposed buildings, parking garages, other structures, means of ingress and egress, driveway, traffic patterns, sidewalks, fencing and other Improvements;
2. a design elevation of, a core plan for, and a description of the foundation, height and size of each structure, including the gross building area of each structure.
3. a description and sample of the exterior materials for each structure;

4. the number of parking spaces to be contained in parking garage structures, and the number of surface parking spaces;
5. a general description of the type, number, size, and location of exterior signs, including colors, copy and logo if applicable;
6. a description (the "Proposed Use Plan") of the proposed use of Improvements and the Tract;
7. grading and drainage plans including the elevation of all sanitary and storm sewer connections and the location of all utility connections; and
8. calculation of the Open Space in square feet.

B. "Exterior Plan" shall mean drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality and type of exterior construction materials.

C. "Landscaping Plan" shall mean a drawing showing the type, quantity, size, and placement of all exterior plant materials, including irrigation as necessary to support such plant materials.

D. "Lighting Plan" shall mean the type, style, size and candle power of all outdoor lighting fixtures.

E. "Signage Plan" shall mean drawings and design specifications of all proposed exterior signs or graphics, including the colors thereof, the quality and type of materials to be used and the manner of illumination.

F. Plans herein defined are subject to the Design Guidelines described herein.

Section 28. "PRC" shall mean and refer to the Plan Review Committee established for the Property as hereinafter set forth in Article V, Section 26.

Section 29. "Property" shall mean and refer to that property, a description of which is attached hereto as Exhibit "A," and any other lands that may hereafter be made subject to this Declaration shown on Exhibit "B".

Section 30. "Restrictions" shall mean and refer to those certain covenants, conditions, reservations and restrictions hereinafter set forth.

Section 31. "Retail Use" shall mean the practice of selling goods or services, other than in bulk, directly to the consumer.

Section 32. "Special Assessment" shall mean and refer to assessments levied in accordance with Article IV, Section 6, of this Declaration.

Section 33. "Supplemental Declaration" shall mean an amendment to this Declaration that may, but is not required to, add additional property to that covered by this Declaration and that may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Supplemental Declaration to the provisions of this Declaration.

Section 34. "The _____ Homeowners Association, Inc." shall mean and refer to the Association of the residential portion of _____.

Section 35. "Tract" shall mean and refer to each parcel of land separately described in a deed of conveyance from Declarant to an Owner or as further divided and conveyed from one Owner to another; provided, however, that a Tract as defined herein shall not include a platted lot or a combination of two or more platted lots. It shall mean and refer to a single platted and recorded parcel

of land within the total area annexed or eligible to be annexed as shown on Exhibits "A" and "B."

Section 36. "Unit Quorum" shall mean a majority of the total Voting Units of the Association

Section 37. "Voting Member" shall mean and refer to the representative selected by the Owner(s) of each Tract responsible for casting all votes attributable to that Tract. The Voting Member shall be designated in writing to the Secretary of the Association as the representative of such owner. The Voting Member cannot represent more than one owner at a given time.

Section 38. "Voting Unit" shall mean a portion of the Tract containing _____ (_____) square feet of land area and shall be the basis for voting rights in and by the Voting Members, as further stipulated and qualified in Article III, Section 2. In the case of fractional votes, the Voting Units shall be rounded down to the nearest whole number.

ARTICLE II. PROPERTY RIGHTS

Section 1. The Association. The Association is hereby granted an easement and right-of-way in and to the General Common Area For the maintenance, upkeep, and repair of the General Common Area. subject to the provisions of this Declaration and/or any Supplemental Declaration, and as necessary to comply with local, state, or federal requirements.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have the right to an easement of enjoyment in and to any General Common Area, which right shall be appurtenant to and shall pass with the title of every Tract, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the General Common Area to any public agency or authority for such purposes and subject to such conditions as may be approved by two-thirds (2/3) vote of the combined Class A and Class B Voting Units of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Dedication of easements for public utility purposes or for purposes required by law may be approved by the Board and does not require the approval of the Members.

B. An Owner shall not plant, place, fix, install or construct or remove any vegetation, hedge, tree, shrub, fence, wall, structure, or Improvement on the General Common Area either in whole or in part without first obtaining the written consent of the Association. The Association may, without liability to the Owner or Owners, remove anything placed on the Common Area in violation of the provisions of this subsection and recover the costs of such removal from the Owners responsible.

C. An area of the General Common Area designated as Exclusive Common Area may be of limited access and use to the Owners as determined by the Board.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his/hers/its right of enjoyment of the General Common Area and Facilities to contract purchasers or employees working upon or residing on the Property, the members of the Owner's family, or the Owner's tenants.

Section 4. Use Of Residential Recreational Facilities. Neither ownership of Commercial Property, membership in the Association, nor payment of any assessment provided for in this Declaration shall authorize the use of any recreational facility or amenities in the _____ Association, Inc., by an Owner, tenant, contract purchaser, or employee working upon the Property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity that is a record Owner of a Tract other than an owner of a Dwelling Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Any

one Owner shall have no more than one membership for each Tract owned. Membership shall be appurtenant to and may not be separated from ownership of the land.

All Owners hereby agree and acknowledge that all duties and obligations, mandatory or prohibitory in nature, are hereby made incumbent upon Owners, as a personal act or as an act of the respective corporation they represent, and that no waiver of use of rights of enjoyment created by this Declaration shall relieve Owners or their successors or assigns of such duties or obligations. The mandatory membership shall begin with execution of this Declaration by Owners and pass along with title to the land (regardless of any method of conveyance) to any subsequent grantee, successor, or assignee of said Owners currently owning property described on Exhibit "A".

Section 2. Voting Rights. The Association shall have two classes of membership, Class A and Class B as follows:

A. Class A Members shall be all Owners of Voting Units with the exception of Class B members, if any.

Where more than one person or entity is an Owner of a Tract that comprises a Voting Unit, such Owners must determine among themselves who the Voting Member is and how their vote shall be exercised. However, the number of votes allotted to each Tract comprising a Voting Unit shall be exercised in concert. The Association may rely on any indicia of authority exhibited by an Owner when such Voting Member is casting the vote allotted to an particular Tract. No partial votes may be cast and voting privileges shall be suspended with respect to any Voting Unit for which any assessment, either regular or special, has not been paid by the due date set forth therein.

B. Class B Members shall be the Declarant and any party upon whom Declarant, in its sole discretion, confers Class B status. For all Declarant-owned property, Declarant shall be entitled to _____ (____) votes. This number shall be decreased by one (1) vote for each Voting Unit owned by a Class A Member. The Declarant's Class B membership shall terminate upon the happening of the earlier of the following:

1) When seventy-five percent (75%) of the Property, as described in "Exhibit A" and subject to "Exhibit B" is no longer owned by Declarant; or

2) December 31, 2024.

From and after the termination of Class B membership, Declarant and any party to whom Declarant has conferred Class B status shall be deemed to be Class A Members entitled to one (1) vote for each Voting Unit owned.

The Declarant, in its sole discretion, may declare the termination of its Class B membership at any time in a recorded instrument.

Declarant shall have the continuing right, at any time prior to the termination of Declarant's Class B membership, without the joinder or consent of any Owner, entity, leader or other person, to confer Class B status on any Owner of a Tract, with respect to assessments alone. Declarant shall confer Class B status by filing an instrument in the Deed Records of Richland County specifying the name and address of the party upon which Class B status has been conferred and the Property to which Class B status applies. Such party's Class B status shall terminate and become Class A membership upon the earliest of the following:

- a) Commencement of Construction of Improvements on the applicable Tract:
- b) Termination of Declarant's Class B status as provided herein; or
- c) Violation of any covenant or restriction in this Declaration or any Supplemental Declaration pursuant to a request for termination by the Declarant or the Board.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Tract owned within the Property, hereby covenants, and the Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a) annual assessments, and
- b) special assessments.

The annual and special assessments, together with late charges, interest and reasonable attorneys' fees as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges, interest, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. The Declarant and any Owner of Property that was conveyed by deed prior to the date of this Declaration shall be deemed to covenant and agree to pay to the Association any assessments and fees or charges pursuant to this Declaration upon the execution of a written consent to covenant.

Section 3. Annual and special assessments levied by the Association shall be used for the purpose of promoting the benefit, health and welfare of the Members of the Association and, in particular, may be used for maintenance, repair or improvement of any General Common Area, street, roadway, esplanade, setback and/or entryway, police and patrol service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, and other services as may be in the Association's interest. Streets, roadways, esplanades, setbacks and entryways that are not contained in any General Common Area may be included in the Association's maintenance if, in the sole discretion of the Board, the maintenance of such areas benefits the Association's Members.

Additionally, assessments levied by the Association shall be used to pay the Association's fair allocation of maintenance costs for its participation in any agreement among other property owner associations in the area, for consolidated programs that provide consistency and economies of scale. Approval to enter such agreements shall require a majority vote of the Board.

Payment of any additional Association assessment does not entitle any Member, Owner, tenant, contract purchaser, or employee working upon the Property to the use of any amenity of _____ Association, Inc.

Section 4. Rates of Annual Assessments. The annual Assessments for any tract are based on total land in the tract. The total annual budget for the _____ Association, Inc. prepared by the Board of Directors shall be the Base Assessment and shall be prorated to each Tract within the total acreage of land governed by the Association on a G.S.F. basis as described herein.

Beginning January 1, _____, the Tract assessments will be determined as follows:

$$\text{Assessment} = \frac{\text{Individual Tract Area}}{\text{Total Tract Area}} \times \text{the Base Individual Tract Assessment}$$

The annual budget shall include a share of cost for maintaining roads in total. The share assessed the

Association by _____ Association, Inc. or any other association owning and maintaining the common elements of the roads shall be based on a prorata share of the total maintenance budget for roads. The prorata share shall be determined as follows: the prorata percentage of the tract acreage plus the prorata percent

of the lineal footage of roads bordering each tract times $\frac{1}{2}$ the total annual maintenance budget.

The share of cost of maintaining roads for the Association shall be set forth in an agreement between _____ Inc. ("_____") and The _____ Commercial Owners' Association, Inc. ("COA"), attached hereto as Exhibit "D", and shall include a formula to calculate the share of cost as follows:

TBD

The maintenance cost for the parkway shall include landscape maintenance, lighting, irrigation, cleaning, repairs, insurance, taxes and any other costs directly attributable to maintenance of the roads. For the purposes of this agreement, the entry fountains and properties owned along _____ Road shall be considered part of the roads. The _____ Road is a Richland County road and responsibility for road surfaces, curbs, drainage, and street signage will be the responsibility of Richland County, South Carolina.

For due consideration of share of cost, The _____ Commercial Owners' Association, Inc. shall have the right to expect the maintenance standard to meet the Community-Wide Standard and may seek any means available to them to assure these standards are met as set forth in the agreement between The _____ Community Association, Inc. and the _____ Commercial Owners' Association, Inc.

The annual assessment or Base Assessment on land provided for herein shall commence on January 1, _____. Class "B" members, if any, shall be assessed by the same formula as the Class "A" members but in no instance more than the balance of the Base Assessment remaining after payment of Class "A" assessments. The Class "B" member retains the right to fund its share on an "as needed" basis as long as the Class "B" member exists.

Section 5. Increases in Annual Assessments. The Board may determine and certify that the then current annual assessments for Tracts are sufficient, insufficient, or excessive to reasonably meet the expenses of the Association and, at a meeting called for such purpose at least thirty (30) days in advance of the assessment period, by majority vote of the Board, may increase or decrease the annual assessment rates set forth above by an amount not to exceed twenty-five percent (25%) of the previous annual assessment rate. An annual assessment shall not be increased or decreased more than once in any calendar year, and any increases or decreases shall not take effect retroactively.

Should the Board determine that an increase or decrease exceeding twenty-five percent (25%) is necessary, such assessment rate changes shall require the approval of two-thirds of the combined Class A and Class B Voting Units of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments

authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual infrequent expense benefiting the Association, provided that any such assessment shall have the approval of two-thirds (2/3) of the combined Class A and Class B Voting Units of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessments will be due and payable as set forth in the resolution authorizing such assessment and shall be levied only against those Owners subject to the annual assessment as set forth in Section 4 hereof and shall be pro-rated in accordance therewith.

For the purpose of determining special assessments for capital improvements, any such improvement shall be for the direct benefit of all Association members. Any improvements requested only by the Class B member for the sole purpose of promoting sales of undeveloped tracts or any other endeavor that is primarily for the benefit of the Class B member, shall be funded 100% by the Class B member.

Section 7. Notice and Quorum for Any Action Authorized Under Section 5 or 6. Written notice of any meeting called for the purpose of taking action requiring Members to vote under Sections 5 and/or 6 of this Article shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Owners or proxies representing a majority of all the combined Class A and Class B Voting Units shall constitute a Unit Quorum. If the required Unit Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Unit Quorum at the subsequent meeting shall be one-half (½) of the required Unit Quorum at the preceding meeting, provided that the subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. The Unit Quorum requirement will continue to reduce by half in this manner until a Unit Quorum is achieved or the Board elects to table the action.

Section 8. Notice of Annual Assessments. The Board shall fix the amount of the annual assessment and the late charge rate at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment including the due date shall be sent to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Tract has been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

In the alternative, the Association may bring a suit at law to enforce any assessment or other financial obligation. Any judgment rendered in such action shall include any late charges, interest and other costs of enforcement including reasonable attorneys' fees in the amount as the court may adjudge against the defaulting Owner or Member.

Section 10. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. Sale or transfer shall not relieve any Tract from the liability of any subsequent assessments or from the lien thereof

Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by

law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 11. Annexation to the Property. Declarant presently owns certain additional real property located adjacent to the Tract, in the County of Richland, State of South Carolina, which is not presently encumbered by the terms and conditions of this Declaration. Such additional property is generally shown and delineated as Tracts _____, on Exhibit "B" attached hereto and incorporated herein by this reference. Declarant may from time to time, and at its sole discretion, add or annex any &the additional property which it owns to the Property as defined in ARTICLE I, Section 29 above; such annexed property to be covered and encumbered by the force and effect of this Declaration, as fully, and for all intents and purposes, as if such annexed property were initially described as encumbered hereby. Declarant may also from time to time, at Declarant's sole discretion, annex additional property into Exhibit "B," thereby making such land available for annexation into Exhibit "A." Such addition or annexation shall be accomplished by the execution by Declarant and filing for record of an instrument setting forth the land being added or annexed by a Supplemental Declaration. Upon termination and conversion of Class B membership to Class A membership, the Association's Board of Directors shall have the power of annexation granted to the Declarant by this Section. However, after the termination of Class B membership, annexation by the Board shall require an affirmative vote of the Unit Quorum.

Section 12. De-annexation of the Property. Declarant may, without consent of any other person or entity, de-annex and remove property from Exhibit "B" and Declarant's undeveloped Property from Exhibit "A". Declarant may also de-annex and remove any other undeveloped property from Exhibit "B" and Property from Exhibit "A", so long as the Owner of such Property consents in writing to such de-annexation. Such de-annexation shall be accomplished by the execution and filing for record of an instrument setting forth the land being de-annexed and signed by the Declarant and Owner, if not the Declarant.

ARTICLE V. RESTRICTIONS OF USE

Section 1. Permitted Uses. The Property shall be used only for multifamily, single family, office, retail, charitable/non-profit, general commercial subdivision purposes more particularly set forth in this Declaration, any amendments hereto, or by any subsequently recorded Supplemental Declarations creating residential associations or commercial associations for specific Tracts or groups of Tracts subject to this Declaration, or by any Richland County ordinance. Declarant may further clarify or specifically restrict certain uses, in its sole discretion, through provisions in a Supplemental Declaration filed on a property.

Section 2. PRC Approval Required. No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect.

This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the General Common Area by or on behalf of the Association.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 2 and 3 of this Article V. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

The Plan Review Committee (PRC) shall consist of at least three (3), but no more than five (5), persons and have exclusive jurisdiction over all original construction on any portion of the Property. Until one hundred (100%) percent of the Property has been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the PRC, who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the PRC, who shall serve and may be removed at the discretion of the Board of Directors. The Members of the PRC may include architects and other persons who are not Members of the Association.

The PRC shall prepare and, on behalf of the Board of Directors, shall promulgate the Standards & Procedures Guidelines and application and review procedures. Copies shall be available from the PRC for review. The Guidelines and procedures shall be those of the Association, and the PRC shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the event that the PRC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, Within forty-five (45) days after submission thereof, the plans shall be deemed disapproved.

Section 3. Plan Review Modifications Committee. The Board of Directors may establish a Plan Review Modifications Committee (PRMC) to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the PRMC may include architects or similar professionals who are not Members of the Association. The PRMC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the PRMC may delegate this authority to the appropriate board or committee of any association subsequently created or subsequently subjected to this Declaration so long as the PRMC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the PRMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the PRC shall have the right to veto any action taken by the PRMC which the PRC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the PRC.

The PRMC shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with those of the PRC. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the PRMC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior, or to paint the interior any color desired; provided, modifications or alterations to the interior of structures, entries and similar portions visible from outside the structure shall be subject to approval hereunder. In the event that the PRMC fails to approve or to disapprove such plans or to request additional information reasonably required

within forty-five (45) days after submission, the plans shall be deemed disapproved. In the event that the PRMC is or has not been established, the PRC shall exercise the responsibilities set forth for the PRMC.

Section 4. No Waiver of Future Approvals. The approval of either the PRC or PRMC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Variance. The PRC may authorize variances from compliance with any of its Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6. Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the PRC or PRMC may be excluded by the Board from the Association's property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

Section 7. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the PRC or PRMC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any building or structure.

After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement and any materials submitted to the PRC. Failure to complete the proposed Improvement within one (1) year after the date of approval (or such later date as may be permitted in writing by the PRC or set forth in any deed of the Tract from Declarant to the Owner), subject to delays for cause beyond the reasonable control of the Owner, or to complete the Improvements in strict conformity with the description and materials furnished to the PRC, shall operate automatically to revoke the approval of the proposed improvement. In this event of such automatic revocation of approval, construction plans and specifications must be resubmitted to the PRC for approval, along with any required fee.

The PRC shall have the authority hereunder to require an Owner and Owner's agents or contractors to cease and desist in constructing or altering any improvements or site work on any Property, where such actions constitute a violation of the Declaration, the Guidelines or any other documents promulgated by the PRC. The violating Owner shall remove such violating improvements or site work at its sole expense and without delay, returning same to its original condition or bringing the building site into compliance with the Declaration, PRC documents and any plans and specifications approved by the PRC for the construction of the Tract. If an Owner proceeds with construction that is not approved by the PRC or that is in variance of the approved plans, the Association may assess fines as provided in Article XI, Section 4, and may continue to assess such fines until PRC approval is granted or the violation is removed. Such PRC approval may not be unreasonably withheld. This Declaration is notice of such liability for violation, and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved, and to pay all reasonable costs incurred by the Association in seeking and enforcing

compliance. The fines set out herein shall be secured by the assessment lien set out in this Declaration.

Notwithstanding any other provision contained herein, any buildings, additions or improvements erected or placed on any Tract shall be deemed to comply with the building requirements of the PRC and related covenants contained in the declaration unless the PRC so notifies the Owner in writing within four (4) years from the completion thereof. This provision, however, shall not be deemed a waiver of the right of the PRC or Declarant to enforce the continuing restriction of uses contained herein.

Section 8. Prohibited Uses. The following operations and uses shall not be permitted on the Property:

a) Any use that is illegal or offensive in the opinion of Declarant by reason of odor, fumes, light, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion;

b) Any use that is obnoxious to or out of harmony with the development of a distinctive office, retail, charitable/non-profit and general commercial subdivision, including, but not limited to, any trailer court, junk yard, scrap metal, or waste material business; any dumping, disposal, incineration or reduction of garbage or refuse, not including compacting devices that temporarily hold refuse for disposal offsite; and any fire or bankruptcy sale or auction house operation;

c) Refining of petroleum or its products; smelting of iron, tin, zinc, or other ores; drilling for and/or removal of oil, gas, or other hydrocarbon substances;

d) Any establishment whose premise offers or sells a product or service that is intended to provide sexual gratification to its users, including, but not limited to, the dissemination or exhibition of obscene materials, any establishment featuring topless, bottomless, or totally nude performances or personnel, or that provides visually-recorded entertainment featuring nude or partially nude persons performing or simulating sexual acts; or any establishment that regularly shows X-rated or NC-17 rated movies or pornographic movies, or sells or rents pornographic materials; or any establishment, the primary purpose of which is to offer or sell prophylactic devices;

e) Any massage parlor, modeling studio, or establishment where men and/or women are engaged in salacious activities;

f) Any excavations, removal of sand, gravel or soil except in connection with a grading and/or building construction plan approved as provided herein;

g) Storage of rubbish or trash outside any building, except in dumpsters appropriately screened from view;

h) Any carnival or fair;

i) Any use devoted primarily to entertainment, such as an amusement park, amusement arcade, "bingo" parlor, or game center; or

j) Any establishment that offers or sells paraphernalia associated with or related to illegal drug use.

Section 9. Other Uses. Uses that are neither specifically prohibited nor specifically authorized by the Declaration may be permitted only if a description of such proposed use, in such detail as the PRC may reasonably request, is submitted to and approved in writing by the PRC. Approval or disapproval of any such proposed Use shall be based upon the effect of such use on other portions of the Property and upon the Owners or occupants thereof or upon the effect of such use on surrounding properties and upon the owners or occupants thereof.

Section 10. Open Space. Building and parking area coverage shall allow for minimum Open Space areas in accordance with the Supplemental Declaration filed on the Tract; or if no Supplemental Declaration is filed, as required by the PRC in its Guidelines.

Open space areas must be landscaped by the Owner; provided, however, that the Association may landscape and maintain Open Space areas held in fee or easement by the Association. Designated landscape easements within Tract boundaries may be included in Open Space calculations as described in the Guidelines.

Section 11. Setbacks. Minimum building and parking setbacks shall be set forth in the Guidelines or on the plat unless otherwise indicated in the deed of conveyance from Declarant to Owner, or otherwise required by the PRC. In the event of a conflict between the Guidelines and the recorded plat, the more restrictive document shall govern. In no event shall the setbacks violate the County ordinances.

Section 12. Loading/Unloading. Delivery vehicle loading and unloading shall occur on-site only; on-street delivery vehicle loading and unloading shall not be permitted except short term delivery such as UPS, Federal Express, US Mail, etc. Loading/unloading facilities shall be separated from employee, customer and visitor circulation and parking areas and shall be screened from public view in a manner approved in writing by the PRC prior to construction.

Section 13. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted unless such activity is visually screened from public view in a manner that is architecturally compatible and approved in writing by the PRC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Tract unless properly screened from public view in a manner approved in writing by the PRC. All retail sales equipment, fixtures and merchandise shall be displayed only in the interior of a building, unless done in a manner acceptable to the PRC. Water towers, cooling towers, communication towers, storage tanks, and other structures or equipment shall be architecturally compatible with the aesthetics of the project or effectively shielded from public view in a manner approved in writing by the PRC. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or a wall of compatible materials and shall not be visible above such screening.

Section 14. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved in writing by the PRC.

Section 15. Grading and Drainage. Surface drainage shall be collected on-site and connected to underground storm drain structures as long as such action is not in violation of any local or state ordinance or statute. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. In the event such damage occurs and is not repaired, the reasonable costs of remedying the damage may be collected from the Owner of the property where the construction activity occurred. A portion of surface drainage may be required to be detained in each tract. Requirements set by the master drainage plan and approved by the PRC shall be followed in developing site plans.

Section 16. Existing Trees. Specific precautions to protect existing trees in planned Open Spaces shall include encircling trees with protective fence/screen materials to minimize disturbance or compaction of soils within the drip lines of the trees. The PRC reserves the right to require the Owner of any Tract to replace at the Owner's cost any existing trees in Open Spaces that are damaged by any construction activity.

Section 17. Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage,

electricity, telephone or television or other similar conduits shall be installed or maintained (outside of any building) above the surface of the ground within any Tract, unless otherwise approved in writing by the PRC.

Section 18. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats and as provided for in the deeds of conveyance to particular Tracts. No structure shall be erected on any of said easements, and no Improvements may be placed within said easements without the prior written approval of the PRC and any utility company using such easements. Easements may be crossed by driveways and walkways, and in some instances landscaped, provided that the Owner secures the necessary prior approval of the utility companies furnishing services and provides and installs any special conduit and other equipment of approved type and size under such driveways and walkways prior to construction thereof. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees or contractors to shrubbery, trees, flowers or other Improvements (except the aforementioned special conduit) located on the land covered by said easements.

Declarant hereby reserves, for itself and its successors and assigns, a seven and one half (7.5') wide maintenance easement adjacent and, as applicable, parallel to each of the property lines of all Tracts that abut a landscape reserve in cases where Declarant has constructed or intends to construct a fence or entry treatment within the landscape reserve, together with the right of ingress and egress, without liability to Owner, for the purposes of constructing, repairing, and/or reconstructing said fence or entry treatment. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence or entry treatment for the purposes set forth herein.

Holders of easements will endeavor to restore to their original condition, as much as possible, any improvement (that has been previously approved by the holder) disturbed or damaged as a result of holders' repairs or maintenance activities in and around said easements. In any event, except emergency, holders of easements will allow Owners the opportunity to remove, protect or offer alternate means of encroachment before any repairs or maintenance that may obstruct or damage improvements are performed.

Section 19. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets, Tracts, or adjoining properties. All ground level floodlighting fixtures shall be recessed or screened from public view in a manner approved in writing by the PRC. Parking area lighting, arcade lighting and all other illumination shall be in a style in accordance with the Supplemental Declaration on the Tract and the Guidelines.

Section 20. Signage. Temporary and/or portable signs are prohibited. Construction of "coming soon" signs are permitted with PRC approval. All permanent signs and their locations must be approved by the PRC in writing prior to installation. No sign of a flashing or moving character shall be installed and no sign shall project above the roof line of a building unless approved in writing by the PRC. Any sign installed without PRC approval may be removed by the PRC, without liability for trespass or other legal wrong in the PRC. For the purposes of this provision, signage shall include flags/flagpoles, awnings, and canopies. All signs must comply with the Guidelines.

Section 21. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Tract without the prior written approval of the PRC. All temporary structures used for construction purposes must receive approval by the PRC with regard to location and appearance and must be removed promptly upon completion of construction.

Section 22. Tract Consolidation. If the Owner of any Tract becomes the Owner of one or more contiguous or adjoining Tracts, side yard line building and parking setbacks common to the contiguous Tracts may be waived by the PRC at its discretion.

Section 23. Landscaping. All sites shall be landscaped in accordance with plans submitted to and approved by the Guidelines. All plant material shall be installed prior to occupancy of a building. This period may be extended in writing by the PRC in the event of delays caused by adverse weather conditions or other causes beyond reasonable control.

Section 24. Balloons, Flags, Banners. No balloons, flags, banners, or similar devices shall be attached to or displayed on the exterior of any structure on or on any portion of the Property or adjacent easements without written approval of the PRC.

Section 25. Devices for Reception Of Audio/Visual Signals. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of audio/video signals of any kind shall be placed on the exterior portions of any Tract unless such device is not visible from the street or from any adjacent Property and has received PRC approval.

Section 26. Plan Review Committee, The initial PRC shall be composed of three individuals designated by the Declarant. The Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Declarant shall retain the right of PRC appointment until the earlier of 1) termination and conversion of Class B membership under Article III, Section 2; or 2) when the Declarant so desires to relinquish its authority over PRC appointment. At such time, the Board of Directors of the Association shall have the right to replace such PRC members by duly electing three persons in good standing with the Association. The Board of Directors reserves the right to appoint replacements as necessary by reason of resignation, removal or incapacity The PRC members may or may not be members of the Association. The Board may increase the number of committee members to five (5) if deemed necessary.

Section 27. Standards and Procedures. The PRC shall establish and promulgate rules, standards and procedures that it deems necessary and appropriate for the orderly development of the Property including, but not limited to, those with respect to workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services and compliance with governmental regulations. The PRC shall be guided by industry standards and may amend such rules, standards and procedures when deemed necessary and appropriate. Such rules, standards and procedures shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein, but nothing contained herein shall be deemed to affect any approval granted by the PRC in accordance with the terms of this Declaration prior to the amendment of such rules, standards or procedures.

Section 28. Modifications and Changes. Declarant reserves the fight, in its sole and absolute discretion, to modify and change the conditions contained in Article V for any additional land made subject to the Declaration by Supplemental Declaration, but nothing contained herein shall permit Declarant to modify or change conditions applicable to the Property or any additional land made subject hereto as hereinafter provided in Article X of this Declaration.

ARTICLE VI. MAINTENANCE

Owner and any lessee of any portion of the Property shall have the duty and responsibility for keeping the Property in a well-maintained, safe, clean, and attractive condition at all times. If, in the opinion of the Association, an Owner or lessee is failing in this duty and responsibility, then the Association may give Owner or lessee, or both, notice of such fact, and Owner or lessee must, within ten (10) days of such written notice, undertake the care, maintenance or repair required to restore the Property to a well-maintained, safe, clean, and attractive condition. Should Owner or lessee fail to fulfill his or her duty and responsibility after such notice, then the Association shall have the right and power to enter onto the premises and to perform such care, maintenance or repair, and the Owner or lessee or both of the Property on which the work is performed shall be liable for the cost of any such work and materials and shall promptly reimburse the Association for the cost thereof. If Owner or lessee shall fail to so reimburse the Association within thirty (30) days after being billed therefore by the Association, such

cost shall constitute a lien on the Owner's Property upon which such maintenance was performed and shall be enforceable in the same manner as the assessment lien provided for in this Declaration.

ARTICLE VII. VARIANCES

Declarant shall have the continuing right, at any time prior to the termination of Declarant's Class B membership and without the joinder or consent of any Owner, entity, lender or other person, to authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. After the termination of Declarant's Class B membership, the Board, upon the recommendation of the PRC or on the Board's own motion, may authorize such variances. Such variances must be evidenced in writing, must be signed by at least a majority of the Board, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. The granting of any variance shall not be deemed a waiver of any right to withhold authorization for any similar variance from any party in the future.

ARTICLE VIII. LIMITATION OF LIABILITY

Neither Declarant, the Association, the PRC, the PRMC, the Board, nor any of the respective officers, partners, directors, members, successors or assigns of the above shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder. Every Owner who submits plans or specifications or allows plans or specifications to be submitted to the PRC for approval agrees by such submission that the Owner shall not bring any

action or suit for damages against the Declarant, the Association, the PRC, the PRMC, the Board, or any of the respective officers, partners, directors, members, successors or assigns of the above.

ARTICLE IX. TRACT DECLARATION

Declarant reserves the right to file a "Tract Declaration" on any Commercial Property at the time any Commercial Property is conveyed from Declarant to another Owner. A Tract Declaration may include, but is not limited to including, the following: (a) use restrictions (e.g. retail, medical, apartment, etc.) for a fixed period of time not to exceed 20 years; (b) specific height limitations; (c) hours of operation limitations; and (d) other provisions similar in nature to the covenants, conditions and restrictions contained in this Declaration. A Tract Declaration will have the same effect as this Declaration on the subject Tract. Any such Tract Declaration will not be considered an Amendment to this Declaration.

ARTICLE X. AMENDMENT AND TERMINATION OF COVENANTS

Section 1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date hereof, after which time they shall be automatically extended for successive periods often (10) years.

Section 2. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance

with any applicable governmental statutes, rules or regulations, or judicial determinations; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or the Veteran's Administration, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private mortgage insurance company to insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits A and B for development as part of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

Subsequent to the conveyance of the first Unit and subject to any provisions elsewhere contained in this Declaration, if any, requiring the consent of Declarant or others, any provision, covenants, condition, restriction or equitable servitude contained in this Declaration may be amended or terminated, at any time and from time to time, during such time as Declarant is an Owner, upon approval of the amendment or termination (i) by the Members, exclusive of the Declarant, holding at least seventy-five percent (75%) of the Voting Units and (ii) by Declarant. At such time that Declarant is no longer an Owner, such amendment or termination shall occur upon approval by a majority vote of the Voting Units. The amendment or termination shall be effective upon recording in the Office of the RMC of Richland County, South Carolina, an instrument to that effect executed by the President and the Secretary of the Association or by a Vice President and the Secretary of the Association setting forth the amendment or termination in flail and certifying that the amendment or termination has been approved in the same manner set forth above.

If any Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 3. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property submitted to this Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written *consent* of the Owner(s) of such property, if other than the Declarant.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Replacement of Current Restrictions. All Owners submitting their properties to the Declaration acknowledge and agree that these covenants, conditions, and restrictions shall now encumber their properties. Furthermore, they acknowledge that any allowances or considerations negotiated as a part of the purchase of their properties are waived in favor of the Declaration and such is entirely enforceable by the Association against all property hereby made subject to the Declaration, without regard to any former agreements or restrictions placed on the land.

Section 2. Enforcement. The Association does not warrant hereby to any Owner that any building site located adjacent to the Property or anywhere within the Commercial Property is currently subject or in the future will be made subject to this Declaration or to the jurisdiction of the Association.

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including attorneys' fees, reasonably incurred or imposed upon any officer, director, or committee member in connection with any action, suit, or other proceeding, including but not limited to settlement of any suit or proceeding, to which an officer, director, or

committee member may be a party by reason of holding or having held such position or office. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Fines for Violations. The Board of Directors may promulgate fines for violation in accordance with provision of the Articles of Incorporation and the By-Laws. Any fine unpaid thirty (30) days after demand shall be collectable as any assessment in this Declaration and secured by the assessment lien.

Section 5. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect. A court may reform the restrictions contained in this Declaration to be the most restrictive allowable under current law, statute or ordinance.

Section 6. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspections by any Member. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any Member at the office of the Association by appointment during regular business hours. The Board may establish specific rules pertaining to availability, notice, cost of reproduction or any other requirements regarding inspection of and copies of books and records requested by Members

Section 7. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. If the records of the Association do not contain an address for the Owner, the address of the Tract shall be presumed to be the Owner's address.

Section 8. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the Association's properties, assets, rights and obligations may be transferred to another surviving or consolidated association, or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions together with any Declaration of Covenants, Conditions and Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 9. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern but only to the extent of such conflict. Where certain rights are reserved by Declarant in these restrictions, Declarant reserves the right to make certain modifications therein as necessary in deeds of conveyance, in which case the terms of the deeds of conveyance will prevail. Where commencement and timing of construction periods are specified herein, Declarant shall have the right to extend such time periods by an instrument in writing.

Section 10. Unless the context requires otherwise, the use in this Declaration of the singular shall include the plural and the plural the singular. Unless the context requires otherwise, the use in this Declaration of the masculine, feminine, or neuter shall include the masculine, feminine, and neuter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration of Covenants, Conditions, Restrictions and Easements for _____ be executed in its name and its corporate seal hereto affixed as of the _____ day of _____, 2005

WITNESSETH:

By: _____
Its: _____

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

Personally appeared before me the undersigned witness who, being duly sworn, made oath that s/he saw the within named _____ by: _____ its: _____ sign, seal and deliver the within-written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 2005.

L.S.

Notary Public for South Carolina

My Commission expires: _____

Appendix C

Chapter 17 of the City of Columbia Codes, Ordinances and Regulations Adopted August 19, 1998

Sec. 17-231. Districts enumerated.

(a) For the purpose of promoting the health, safety, morals and general welfare of the city, and for other purposes as enumerated in division 1 of this article, the city is hereby divided into districts, as enumerated in this division, within which are regulated and restricted the erection, construction, reconstruction, alteration, repair or use of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes.

(b) The regulations in this article have been made with reasonable consideration of, among other things, the character of each district and its peculiar suitability for particular uses and with a view to encouraging the most appropriate use of land throughout the city.

(c) The regulations of this division shall apply uniformly to each class or kind of structure or land located within any of the following district classifications respectively:

TABLE INSET:

D-1	Development District
RS-1	Single-Family Residential District
RS-1A	Single-Family Residential District
RS-1B	Single-Family Residential District
RS-2	Single-Family Residential District
RS-3	Single-Family Residential District
RD	Two-Family Residential District
RG-1	General Residential District
RG-1A	General Residential District
RG-2	General Residential District
RG-3	Townhouse and High-Rise Residential District
UTD	Urban Transitional District
C-1	Office and Institutional District
C-2	Neighborhood Commercial District
C-3	General Commercial District
C-3A	General Commercial Overlay District
C-4	Central Area Commercial District
C-5	Central Business District
C-6	Limited Commercial District
M-1	Light Industrial District
M-2	Heavy Industrial District
PUD-R	Residential Planned Unit Development District
PUD-C	Commercial Planned Unit Development District
-MU	Multiple Use Areas
-AP	Airport Height Restrictive Area
-FW	Floodway Area
-FP	Floodplain Area
-DP	Design and Preservation Area
-S	Sign Designated Area
-DD	Design/Development District
-PD	Planned Development Area

(Code 1979, § 6-3061; Ord. No. 98-079, 11-18-99)

Sec. 17-232. D-1 development district.

The D-1 district is intended to provide for large tracts of land located primarily on the fringe of urban growth where the predominant character of urban development has not yet been fully established, but where the current characteristics of use are predominantly residential, agricultural or similar development, with scattered related uses. Certain structures and uses required to serve governmental, educational, religious, recreational and other needs of such areas are permitted as special exceptions subject to restrictions and requirements intended to ensure compatibility of uses within the district and adjacent thereto. It is further recognized that future demand for developable land will generate requests for amendments to remove land from the D-1 classification and place it into other more intensely developed classifications as natural consequences of urban expansion.

(Code 1979, § 6-3062)

Sec. 17-233. RS-1, RS-1A, RS-1B, RS-2 and RS-3 single-family residential districts.

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

(Code 1979, § 6-3063)

Sec. 17-234. RD two-family residential district.

The RD district is intended as a one- and two-family residential area with attached and detached units with medium population densities. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the two-family residential character of the district.

(Code 1979, § 6-3064)

Sec. 17-235. RG-1, RG-1A and RG-2 general residential districts.

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

(Code 1979, § 6-3065)

Sec. 17-236. RG-3 townhouse and high-rise residential district.

The RG-3 district is intended as a medium to high density residential area characterized by townhouses and high-rise structures. Certain structures and uses required to serve governmental,

educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the district.
(Code 1979, § 6-3066)

Sec. 17-237. UTD urban transitional district.

The UTD district is intended to accommodate uses typically found in single-family areas undergoing transition to commercial office uses. District land uses will preserve the areas's existing residential character while permitting commercial uses that are low traffic generators. This district frequently occurs along developing street corridors and connects commercial clusters. The residential character is preserved through the use of residential materials (i.e., brick, siding, stucco, etc.) and the use of pitched roofs on new buildings. Also traffic impacts will be lessened by minimizing curb cuts, with possible shared driveways.
(Code 1979, § 6-3066.1)

Sec. 17-238. C-1 office and institutional district.

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.
(Code 1979, § 6-3067)

Sec. 17-239. C-2 neighborhood commercial district.

The C-2 district is intended to accommodate commercial and service uses oriented primarily to serving the needs of persons who live or work in nearby areas. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.
(Code 1979, § 6-3068)

Sec. 17-240. C-3 general commercial district.

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.
(Code 1979, § 6-3069)

Sec. 17-241. C-3A general commercial overlay district.

The C-3A district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments. It is oriented primarily to major traffic arteries or extensive areas of predominantly commercial use and characteristics. Traffic impacts will be lessened by minimizing curb cuts, with possible shared driveways. Also, there will be no outside storage of goods or materials.
(Code 1979, § 6-3069.1)

Sec. 17-242. C-4 central area commercial district.

The C-4 district is intended to accommodate retail, office, service and distribution uses generally benefiting by location in the central area of the city, and generally complementary to uses and characteristics of use ordinarily found in the retail core or central business district. Certain related structures and uses required to serve the needs of such areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. A principal purpose of the C-4 district is to provide for uses complementary to those found in the C-5 central business district zone, but simultaneously to create a character less congested than that of the C-5 district by requiring yards and off-street parking. It is, therefore, the intent of this article that C-4 central area commercial districts be established only contiguous to or in the immediate vicinity of the C-5 central business district zone.
(Code 1979, § 6-3070)

Sec. 17-243. C-5 central business district.

The C-5 district is intended to accommodate those uses which, taken together, form the central business district, characterized by retail core uses, intensive office employment, and complementary uses intended to serve persons who shop or work in the central business district. Certain related structures and uses required to serve the needs of the area are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the needs of this district. Since the central business district of the city serves a unique and special function, it is the intent of this article that the C-5 district classification be applied to one contiguous and continuous area, and that before additional areas contiguous to those already classified C-5 are considered for inclusion within the C-5 district, consideration should be given to the appropriateness of the C-4 central area commercial district as an alternate designation intended to create a less congested character than that of the C-5 district.
(Code 1979, § 6-3071)

Sec. 17-244. C-6 limited commercial district.

The C-6 district is intended to accommodate those uses which complement the existing commercial character of shopping areas which serve a unique and special function within the city. This district is characterized by a strong core of small businesses and a mixture of various types of eating and drinking establishments. It is the intent of this article that the C-6 district classification be applied to one contiguous and continuous area. Certain uses are permitted outright, while others are permitted as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this district classification.
(Code 1979, § 6-3072)

Appendix D

Traffic Impact Study

By

Wilbur Smith Associates

Appendix E

Presentation

**(For information only to present an idea
of the desired development concepts)**

TRAFFIC IMPACT STUDY

PROPOSED BURNSIDE FARMS DEVELOPMENT COLUMBIA, SOUTH CAROLINA

Prepared for:

Clif Kinder Interests, LLC



Prepared by:

Wilbur Smith Associates



August 2005

**Traffic Impact Study
for
Proposed Burnside Farms Development
Columbia, South Carolina**

Prepared for:

Clif Kinder Interests, LLC

Prepared by:



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1.

Summary of Findings and Recommendations

This report summarizes the results of a traffic impact study conducted by Wilbur Smith Associates for the proposed Burnside Farms development in Columbia, South Carolina. The findings of the report are listed below:

1. The proposed development at build-out will consist of 600 units of single family residential, 755 apartment units, 19.4 acres of multi family residential/commercial, and 57.7 acres of commercial. The development is expected to be built-out by 2015.
2. The site is located on the south side of Garners Ferry Road, west of Pineview Drive.
3. Site access is proposed via the extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Drive.
4. The weekday peak hours occur from 7:15 A.M. to 8:15 A.M. and 5:00 P.M. to 6:00 P.M.
5. To assess the impact of the site on the nearby area roadways, the following intersections were analyzed:
 - Garners Ferry Road and Patterson Road
 - Garners Ferry Road and Hazelwood Road
 - Garners Ferry Road and Pineview Drive/Hallbrook Drive
6. Background traffic takes into account the additional traffic on a roadway system that will be generated by approved developments in the area that may be completed by the time build-out of the site occurs. There were two approved projects to consider that may impact the key intersections being analyzed in this study. In addition, based on traffic projections provided by the South Carolina Department of Transportation (SCDOT), a growth factor of 1.0 percent per year was used. This traffic growth factor was used to account for inherent and other unknown development traffic growth that may occur prior to build-out of the site.

Burnside Farms Development Traffic Impact Study

7. The number of trips generated by the development was estimated based upon the trip generation data for residential and commercial developments contained in the 7th Edition of *Trip Generation* published by the Institute of Transportation Engineers (ITE). It is estimated the development at build-out will generate 959 total trips during A.M. peak hour and 2,336 total trips during the P.M. peak hour.
8. The directional distribution of trips generated by the development was based on an analysis of the existing traffic patterns at the study intersections.

ESTIMATED DIRECTIONAL DISTRIBUTION

Direction	Distribution	
	Residential	Commercial
To and from the east on Garners Ferry Road	15%	40%
To and from the west on Garners Ferry Road	58%	41%
To and from the south on Pineview Road	27%	19%
Total	100%	100%

9. Capacity analyses were conducted for existing conditions, background conditions (without development of the site) and future conditions (with development of the site). Based on the results of this analysis, it was determined that some roadway improvements will be necessary to accommodate the background and future conditions.
10. Based upon the traffic analysis, for the area roadways to adequately accommodate the ***background traffic***, the following road improvements are recommended under background conditions **(these improvements are needed to accomodate traffic conditions before the site begins to generate trips and therefore not a result of the site traffic):**

Garners Ferry Road

- Add a third through lane in each direction between Patterson and Pineview Drive.

Pineview/Hallbrook Road

- Add a second through lane in each direction between Garners Ferry Road and Shop Road (this is a potential future improvement listed in COATS, the 2025 Columbia long range transportation plan).

Garners Ferry Road/Patterson Intersection

- Construct eastbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

Burnside Farms Development Traffic Impact Study

Garners Ferry Road/Pineview/Hallbrook Intersection

- Construct northbound dual right turn lanes;
- Construct westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

11. In order for the area roadways to adequately accommodate the ***future traffic***, the following road improvements are recommended under future conditions (the traffic conditions after the site begins to generate trips):

Garners Ferry Road/Hazelwood Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct an eastbound right turn lane;
- Construct a westbound left and right turn lane;
- Construct northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

Hazelwood/Pineview Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct a northbound left turn lane;
- Construct a southbound right turn lane;
- Stripe the eastbound approach for a left turn lane and a right turn lane with one inbound lane.

12. Based on the results of this analysis and the road improvements recommended, the area roadways will be able to adequately accommodate the Burnside Farms development.

2.

Existing Conditions

Introduction

The Burnside Farms development site is located on the south side of Garners Ferry Road, west of Pineview Drive, in Columbia, South Carolina. Figure 1 illustrates the site location. The proposed development at build-out will consist of 550 units of single family residential, 512 apartment units, 12 acres of multi family residential/commercial, and 59.8 acres of commercial. The site is expected to be developed over a period of ten years, with complete build-out by 2015. This study was conducted to assess the impact of the site on the adjacent street system.

Area Road Network

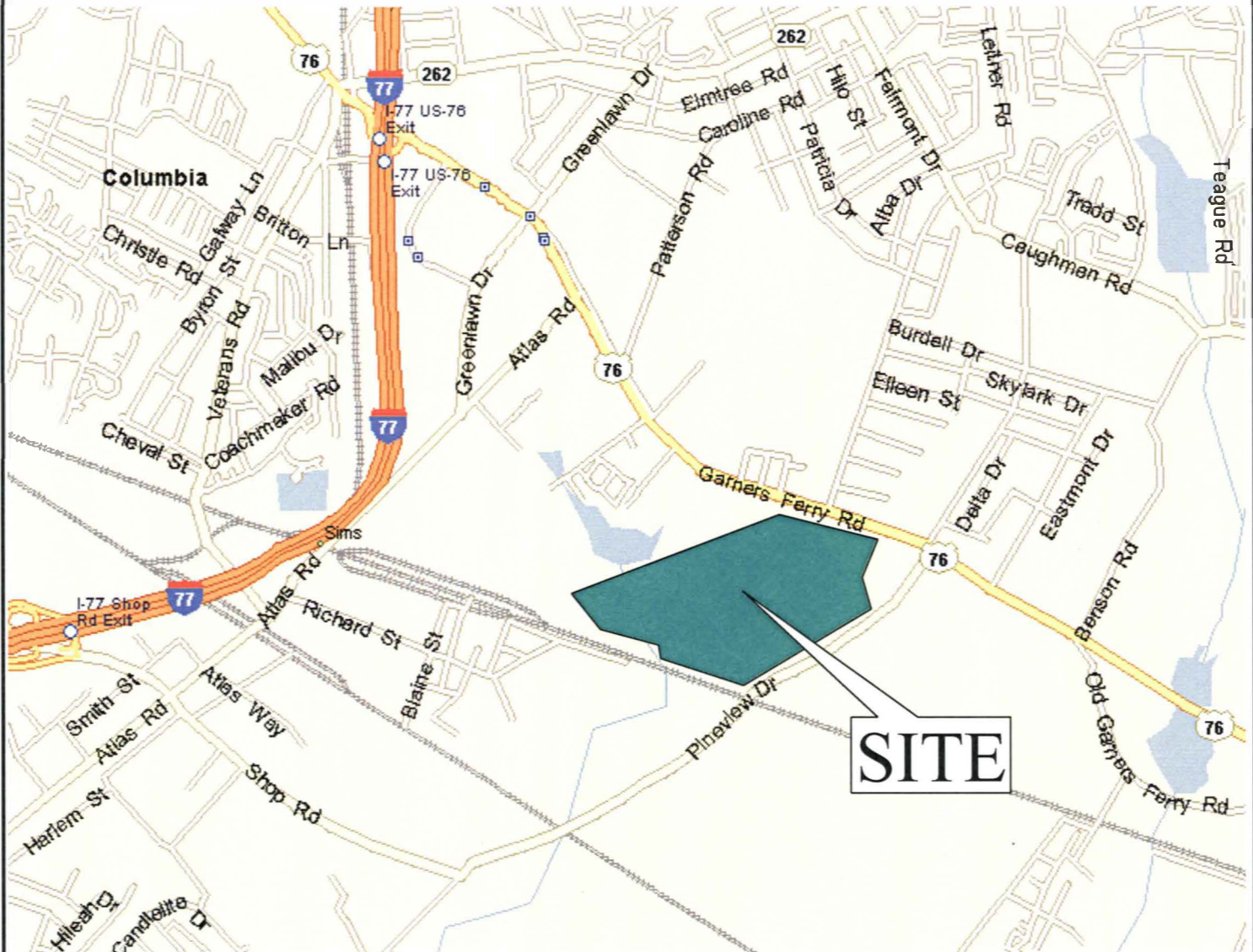
The major roadways providing access to the development are Garners Ferry Road and Pineview Drive. Other roadways in the vicinity of the site were also considered in this study. These roads are described in the following paragraphs:

Garners Ferry Road (US 76) is an east-west four-lane divided roadway in the site vicinity. The roadway is under the jurisdiction of the South Carolina Department of Transportation (SCDOT) and has a posted speed limit of 45 mph. A 2004 average daily traffic (ADT) count provided by the SCDOT showed that Garners Ferry Road, just east of the site, was carrying 36,200 vehicles per day (vpd).

Pineview Drive is a local north-south two-lane roadway providing access from Garners Ferry Road to Shop Road to the south. The roadway is under the jurisdiction of SCDOT and has a posted speed limit of 55 mph. The intersection of Pineview Drive and Garners Ferry Road is signalized.

Hallbrook Drive is a local north-south two-lane roadway providing access to residential areas to the north. The roadway is under the jurisdiction of SCDOT and does not have a posted speed limit. The intersection of Hallbrook Drive and Garners Ferry Road is signalized.

Hazelwood Road is a local north-south two-lane roadway providing access to residential areas to the north. The roadway is under the jurisdiction of SCDOT and has a posted speed limit of 35 mph. The T-intersection with Garners Ferry is controlled by a stop sign on Hazelwood with flashing beacons (yellow for Garners Ferry and red for Hazelwood).



SITE LOCATION MAP

Burnside Farms: Columbia, SC

Figure 1

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Planned Roadway Improvements

Based on SCDOT information, there are no roadway improvement projects planned in the site vicinity at this time. However, as part of this development Hazelwood Road is proposed to be extended south to Pineview Drive to serve the site.

Site Accessibility

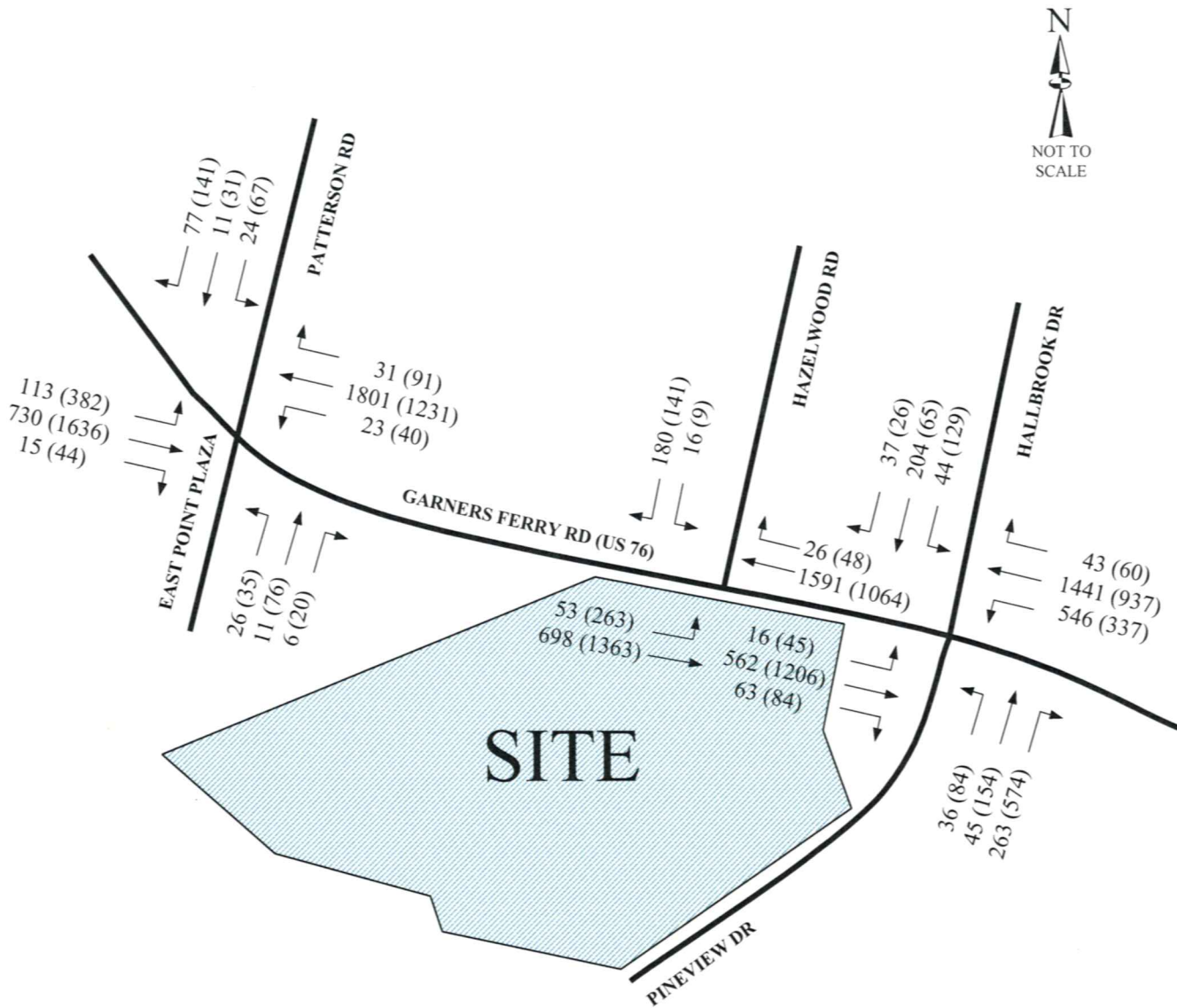
As mentioned above, the extension of Hazelwood Road will provide access for the site. In addition to the access provided by Hazelwood Road, the site is proposed to be served by two access drives on Garners Ferry Road and one access drive on Pineview Drive.

Existing Traffic Volumes and Conditions

A field reconnaissance was conducted of the site and its environs to obtain a database of existing conditions. The peak periods for the proposed use would typically occur during weekday mornings and afternoons. Based on discussions with the SCDOT District Traffic Engineer, three intersections were identified to be studied:

- Garners Ferry Road and Patterson Road
- Garners Ferry Road and Hazelwood Road
- Garners Ferry Road and Pineview Drive/Hallbrook Drive

Traffic turning movement counts were conducted at each intersection on Tuesday, June 14th, 2005 between 7:00-9:00 A.M. and 4:00-6:00 P.M. These hours represent the peak periods for traffic during an average weekday. The peak hours were found to be 7:15 A.M.-8:15 A.M. and 5:00 P.M.-6:00 P.M. The existing peak-hour traffic volumes are illustrated on Figure 2. The traffic count data sheets can be found in Appendix A.



3.

Background Traffic

A detailed analysis was completed of the traffic demand created by all known approved developments in the vicinity of the site.

Trip Generation for Background Developments

Background traffic takes into account the additional traffic on the roadway system that will be generated by approved developments in the area that may be completed by the time the build-out of the site occurs. The site is projected to be built-out within 10 years (by 2015). Discussions were held with the Richland County Planning and Development Services Department regarding planned and approved developments that may impact traffic volumes on the roadway network. Based on these discussions, one residential development and one commercial development were identified east of the site and are listed below:

- Apartment home development – 19 acres (assumed 304 units)
- Commercial development – 21 acres (assumed 210,000 sq. feet)

Each of these approved developments is expected to be built and generating traffic by 2015. The number of trips that would be generated by these developments during the weekday A.M. and P.M. peak-hours was determined using rates published by the Institute of Transportation Engineers (ITE) in *Trip Generation*, 7th Edition. The projected background development trip generation is shown in Table 1.

Table 1

PROJECTED BACKGROUND DEVELOPMENT PEAK HOUR VOLUMES

Development	A.M. Peak-Hour Trips			P.M. Peak-Hour Trips		
	Entering	Exiting	Total	Entering	Exiting	Total
Apartments – 304 units	31	122	153	120	65	185
Commercial – 210,000 sf	115	73	188	378	409	787
Total Trips	146	195	341	498	474	972

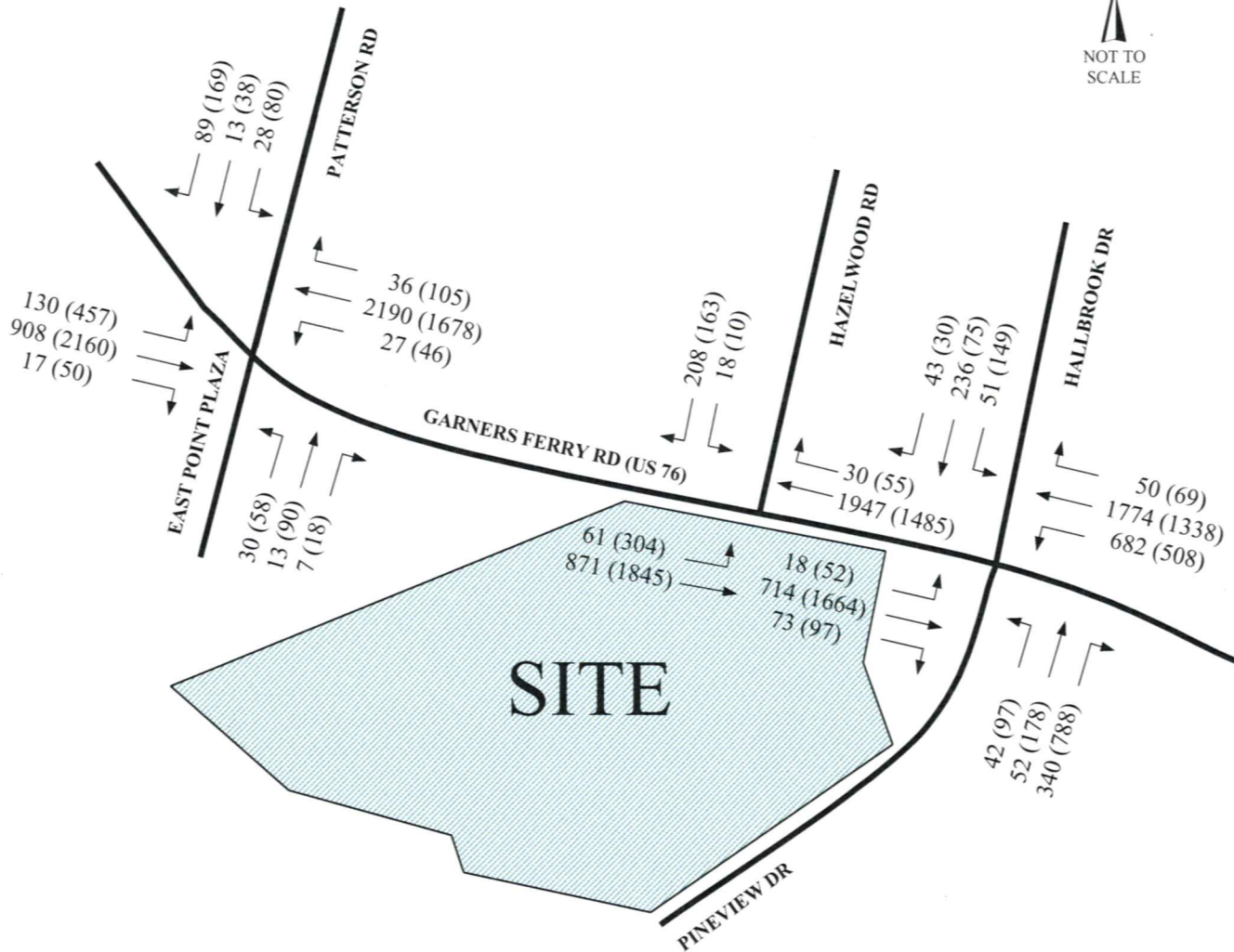
The trips generated by these developments were assigned to the adjacent street system based on a directional distribution analysis discussed in more detail under the trip distribution section of this report.

Background Growth Rate

To account for inherent growth in traffic and traffic generated by other developments that are not known at this time that may occur over the next three years, a growth factor was applied to the existing traffic volumes. The growth factor was developed based on existing traffic counts between 1996 and 2004 for Garners Ferry Road in the site vicinity provided by the SCDOT. Based on this information, it was determined that between 1996 and 2004, traffic grew on the area roadways in the site vicinity at a rate of 1.0% per year.

Thus, the existing 2005 traffic volumes were increased by 1.0% per year for ten years to create the base background traffic volumes for 2015.

The background peak-hour traffic volumes are illustrated on Figure 3.



Peak-Hours
7:15-8:15 AM
5:00-6:00 PM

Key
XX (XX) = AM (PM) Peak-Hour



2015 BACKGROUND TRAFFIC VOLUMES

Burnside Farms: Columbia, SC

Figure 3

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4.

Site-Generated Traffic

Trip Generation for New Site Traffic

The number of trips generated by the development was estimated based upon the trip generation data for residential and commercial developments contained in ITE's *Trip Generation*.

When considering retail uses in a mixed-use development such as Burnside Farms, pass-by and shared trips (also known as captured trips) need to be considered. Pass-by trips are defined as "trips made as intermediate stops on the way from an origin to a primary trip destination. Pass-by trips are attracted from traffic passing the site on an adjacent street that contains direct access to the generator" (*ITE's Trip Generation*). It should be noted, pass-by trips are not new trips. Shared or captured trips are defined as internal trips generated by the site which are not made on the major street system. At Burnside Farms for example, it would represent trips made between the residential and commercial portions of the site only using the roadways internal to the site (i.e., *not using Garners Ferry Road or Pineview Drive*).

The pass-by and shared trips percentages for the development were determined based on information contained in *Trip Generation Handbook, An ITE Proposed Recommended Practice*. This handbook was utilized in order to get the pass-by trips for the commercial uses and the shared trip percentages between the residential and commercial uses of the site. The pass-by trip percentage during the A.M. and P.M. peak-hours was determined to be 22 percent. The shared trip percentage was calculated to be 15 percent of the total trips generated by the site during the A.M. and P.M. peak-hours.

It should be noted for purposes of trip generation, it was assumed that 10,000 square feet of gross leasable area could be developed per acre for the 57.7 acres of commercial use. Therefore, it was assumed that 577,000 square feet of commercial use could be developed. Also, it was assumed that half of the 19.4 acres designated as Multi Family Residential/Commercial would be developed as apartment homes, at 16 units per acre, and half would be developed for commercial use, at 10,000 square feet per acre.

The projected peak-hour site-generated traffic volumes for each phase including pass-by and shared trips are shown in Table 2.

Burnside Farms Development Traffic Impact Study

Table 2

PROJECTED PEAK HOUR SITE-GENERATED VOLUMES

Size	Trip Type	<u>A.M. Peak-Hour</u>			<u>P.M. Peak-Hour</u>		
		Entering	Exiting	Total	Entering	Exiting	Total
600 Single Family Homes	New	110	330	440	350	205	555
755 apts.	New	76	306	382	260	209	469
<i>Total Residential Trips</i>		<i>186</i>	<i>636</i>	<i>822</i>	<i>610</i>	<i>414</i>	<i>1,024</i>
Shared Trips (15%)		(-28)	(-95)	(-123)	(-92)	(-62)	(-154)
New Residential Trips		158	541	699	518	352	870
<i>Total Retail Trips</i>		<i>381</i>	<i>244</i>	<i>625</i>	<i>1,283</i>	<i>1,389</i>	<i>2,672</i>
674,000 sq. ft. Retail	Shared Trips (15%)	(-57)	(-37)	(-94)	(-193)	(-208)	(-401)
	Pass-by (22%)	(-71)	(-46)	(-117)	(-240)	(-260)	(-500)
	New Retail Trips	253	161	414	850	921	1,771
Total Development New Trips		411	702	1,113	1,368	1,273	2,641

Note: The site driveway volumes on Figures 6-11 show the total trips less the shared trips.

Trip Distribution

The direction from which traffic will approach and depart the site was determined by an analysis of existing traffic patterns at Hazelwood Road, Patterson Road and Pineview Drive. Since most of the traffic on Hazelwood Road is residential in nature, it is expected that this existing distribution will be similar to the expected distribution of trips for the residential portion of the Burnside Farms development. Similarly, since most of the traffic on the south leg of the intersection of Garners Ferry Road and Patterson Road is commercial in nature, it is expected that this existing distribution will be similar to the expected distribution of trips for the commercial portion of the development. Based on the turning movements at Pineview Drive the percent of commercial and residential site trips that would use Pineview Drive was estimated. This analysis resulted in the directions of approach shown in Table 3.

Burnside Farms Development Traffic Impact Study

Table 3

ESTIMATED DIRECTIONAL DISTRIBUTION

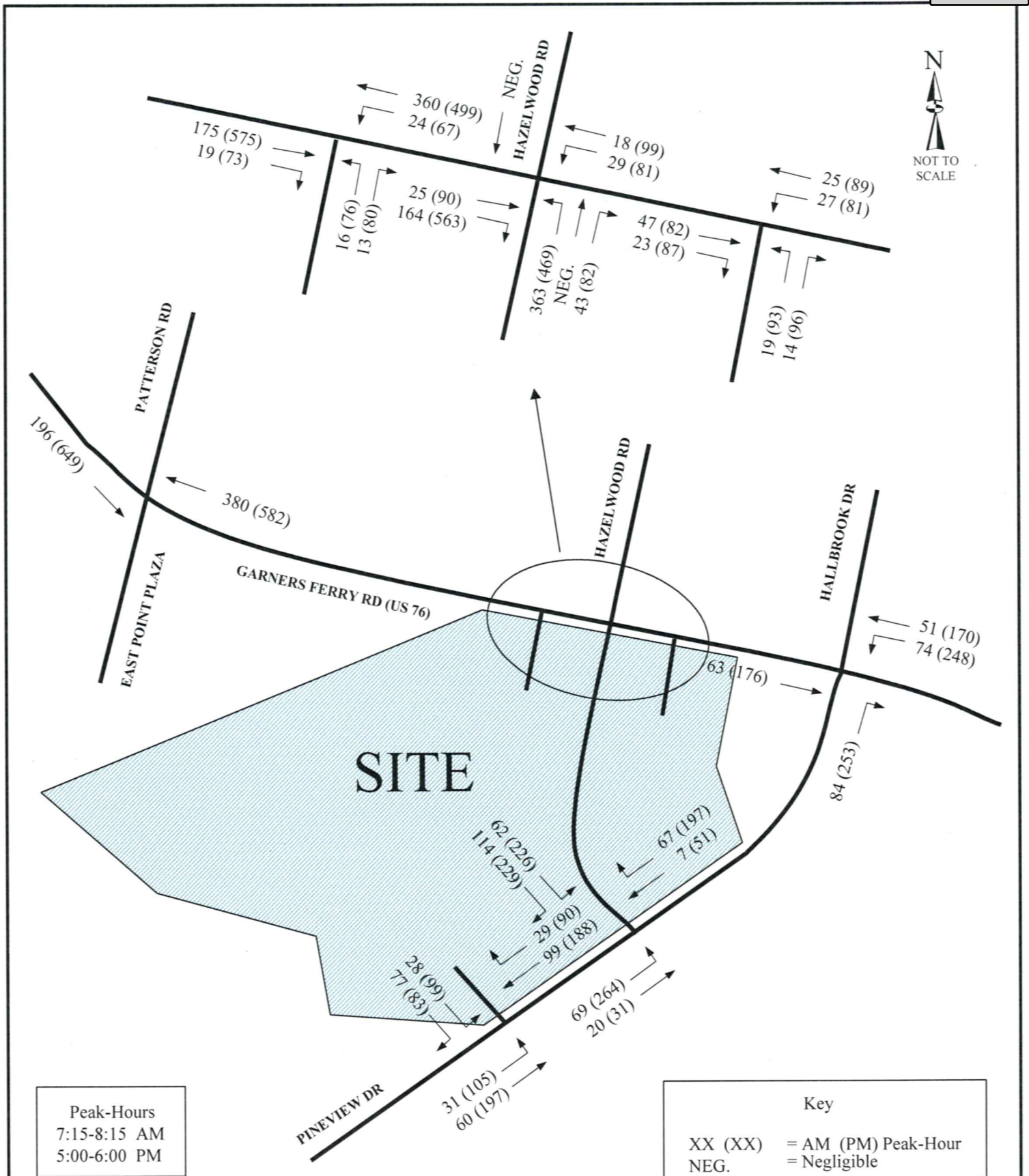
Direction	Distribution	
	Residential	Commercial
To and from the east on Garners Ferry Road	15%	40%
To and from the west on Garners Ferry Road	58%	41%
To and from the south on Pineview Road	27%	19%
Total	100%	100%

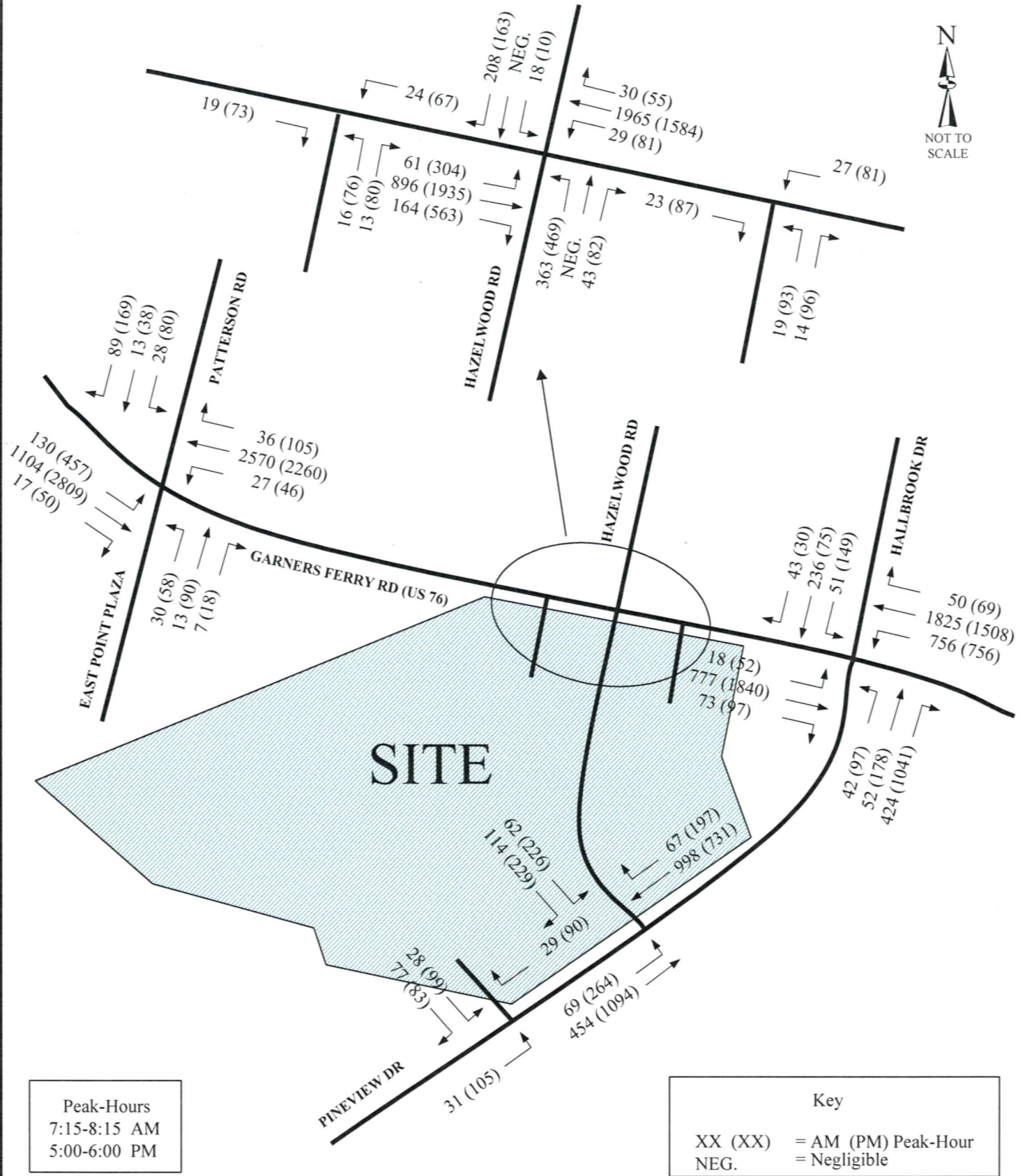
Trip Assignment

The projected peak hour traffic volumes were assigned to the adjacent street system based on the estimated directional distribution discussed above and shown in Table 3 and are illustrated on Figure 4.

The site trips were assigned to the site drives based on the amount of residential or commercial use served by each drive.

The site-generated peak hour traffic volumes on Figure 4 were then added to the background peak hour traffic volumes on Figure 3 to get the total future peak hour traffic volumes shown on Figure 5.





5.

Traffic Analyses

Capacity Analyses

The critical intersections identified for this study were analyzed according to the methodologies published in the *2000 Highway Capacity Manual*. The analysis determines the "Level of Service (LOS)" of the intersections and is based on factors such as the number and types of lanes, signal timing, traffic volumes, pedestrian activity, etc. Levels of service are expressed in a range from "A" through "F," with "A" being the highest level of service, and "F" representing the lowest level of service. Tables 3 and 4 show the thresholds for Levels of Service "A" through "F" for unsignalized and signalized intersections, respectively.

Table 3

LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Little or no delay, very low main street traffic.
B	10.1 to 15.0	Short traffic delays, many acceptable gaps.
C	15.1 to 25.0	Average traffic delays, frequent gaps still occur.
D	25.1 to 35.0	Long traffic delays, limited number of acceptable gaps.
E	35.1 to 50.0	Very long traffic delays, very small number of acceptable gaps.
F	> 50.0	Extreme traffic delays, virtually no acceptable gaps in traffic.

Table 4

LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS

Level of Service	Delay/Vehicle (seconds)	Description
A	< 10.0	Most vehicles do not stop at all.
B	10.1 to 20.0	Some vehicles stop.
C	20.1 to 35.0	The number of vehicles stopping is significant, although many pass through without stopping.
D	35.1 to 55.0	Many vehicles stop. Individual cycle failures are noticeable.
E	55.1 to 80.0	Considered to be the limit of acceptable delay. Individual cycle failures are frequent.
F	> 80.0	Unacceptable delay.

Burnside Farms Development Traffic Impact Study

Capacity analyses were conducted at each intersection for the following conditions:

- Existing 2005 conditions;
- Background 2015 conditions without development of the site;
- Future 2015 conditions with the site developed.

The capacity analyses worksheets are presented in Appendix B, summarized in Table 5 and discussed in the following paragraphs.

Garners Ferry Road and Patterson Road Intersection

As shown in Table 5 below, under 2005 **Existing Conditions**, the intersection of Garners Ferry Road and Patterson Road currently operates at an overall LOS “B” and LOS “C” during the weekday A.M. and P.M. peak hours, respectively. All approaches operate at acceptable levels of service during both peak hours.

Under 2015 **Background Conditions**, before the site traffic is added, the intersection will operate at an overall LOS “C” and LOS “D” during the A.M. and P.M. peak hours, respectively. However during the P.M. peak hour, the south approach will operate at LOS “E”. In addition, several individual movements will operate at LOS “E” and “F”.

Evaluating the traffic volumes projected for 2015, it becomes evident that the capacity of Garners Ferry Road will be exceeded. The average capacity of a five-lane road (such as Garners Ferry) ranges between 30,000 and 35,000 vehicles per day. It is projected that by 2015, Garners Ferry Road will be carrying close to 40,000 vehicles per day. Therefore, by 2015, it can be seen that an additional through lane in each direction will likely be needed. In addition, there are currently nearly 400 eastbound left turning vehicles during the P.M. peak hour – this is a very high volume of left turns being accommodated by just one lane; dual left turn lanes should be considered at this intersection. Finally, if the shopping center on the south side of Garners Ferry Road is redeveloped, further improvements to the intersection may have to be implemented to accommodate the additional traffic generated.

Assuming that an additional through lane and a dual eastbound left turns are constructed under 2015 **Background Mitigated Conditions**, the intersection will operate at an overall acceptable LOS “C” during both peak hours with all approaches operating at LOS “C” or better.

Under **Future Conditions**, after the site traffic is added, the intersection will continue to operate at an overall LOS “C” during the A.M. and P.M. peak hours. No future mitigation will be necessary.

Burnside Farms Development Traffic Impact Study

Table 5

CAPACITY ANALYSES

Approach	EXISTING CONDITIONS			BACKGROUND CONDITIONS			BACKGROUND MITIGATED CONDITIONS			FUTURE CONDITIONS			FUTURE MITIGATED CONDITIONS		
	A.M. Peak	P.M. Peak	Delay/LOS	A.M. Peak	P.M. Peak	Delay/LOS	A.M. Peak	P.M. Peak	Delay/LOS	A.M. Peak	P.M. Peak	Delay/LOS	A.M. Peak	P.M. Peak	Delay/LOS
Garners Ferry Road and Patterson Road (Signalized)															
Overall	18.7/B	24.3/C	28.6/C	43.1/D	20.3/C	24.0/C	20.5/C	28.6/C							
North	13.8/B	15.6/B	23.5/C	28.0/C	10.3/B	13.1/B	14.7/B	20.8/C							
South	24.7/C	25.7/C	34.5/C	63.1/E	18.1/B	22.4/C	25.0/C	39.3/D						N/A	
East	23.0/C	30.3/C	35.9/D	53.5/D	24.7/C	28.9/C	24.7/C	34.2/C							
West	9.5/A	21.4/C	13.5/B	36.3/D	12.0/B	21.8/C	11.9/B	24.8/C							
Garners Ferry Road and Hazelwood Road (Unsignalized under Existing, Background and Future Conditions/Signalized under Future Mitigated Conditions)															
Overall	4.6/A	4.3/A	14.1/B	>200/F	6.3/A	>200/F	>200/F	>200/F	>200/F	>200/F	>200/F	>200/F	25.0/C	28.3/C	
North	55.1/F	52.4/F	188.8/F	>200/F	80.8/F	>200/F	>200/F	>200/F	>200/F	>200/F	>200/F	>200/F	28.6/C	11.8/B	
South	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	44.3/D	45.0/D	
East	0.0/A	0.0/A	0.0/A	0.0/A	0.0/A	0.0/A	0.4/A	14.0/B	27.2/C	35.2/D					
West	1.2/A	2.8/A	1.6/A	7.5/A	1.6/A	7.5/A	1.4/A	8.0/A	13.2/B	21.8/C					
Garners Ferry Road and Pineview Drive/Hallbrook Drive (Signalized)															
Overall	25.8/C	48.4/D	39.1/D	126.8/F	21.2/C	33.4/C	22.7/C	41.4/D							
North	32.7/C	30.6/C	42.8/D	44.9/D	19.6/B	29.5/C	19.7/B	47.2/D							
South	12.7/B	46.4/D	15.3/B	132.4/F	7.4/A	33.4/C	6.2/A	48.9/D						N/A	
East	22.2/C	39.5/D	32.3/C	80.1/F	22.4/C	25.9/C	24.4/C	26.6/C							
West	40.3/D	61.3/E	71.5/F	184.3/F	25.3/C	42.0/D	28.4/C	53.0/D							

Burnside Farms Development Traffic Impact Study

Garners Ferry Road and Hazelwood Road Intersection

As shown in Table 5, under ***Existing Conditions***, the intersection of Garners Ferry Road and Hazelwood Road currently operates at an overall LOS "A" during the weekday A.M. and P.M. peak hours. The major approaches (east and west) operate at high levels of service during both peak hours, while the north approach operates at LOS "F" during the A.M. peak hour.

Under ***Background Conditions***, before the site traffic is added, the intersection will operate at an overall LOS "B" and LOS "F" during the A.M. and P.M. peak hours, respectively. The major approaches will continue to operate at high levels of service; however, the north approach will experience significant increases in delay over the existing conditions. A cursory signal warrant analysis determined that the Peak Hour warrant will not be met by this intersection.

As discussed earlier, a third through lane in each direction will likely be needed on Garners Ferry by 2015. Therefore, this improvement was assumed under ***Background Mitigated Conditions***. However, since this is an unsignalized intersection, this improvement does not significantly help the south approach (minor street) to this intersection.

Under ***Future Conditions***, after the site traffic is added, as expected, the unsignalized intersection will operate at an overall LOS "F" during the weekday A.M. and P.M. peak hours. The east-west approaches will operate at acceptable levels of service. The north approach and the south approach (site drive) will operate at LOS "F" during both peak hours, clearly indicating the potential need for a traffic signal.

In order to mitigate the poor of levels of service at the intersection, the possibility of signalizing the intersection was investigated. A cursory signal warrant analysis was performed based on traffic signal warrants contained in the Manual on Uniform Traffic Control Devices (MUTCD). Based on a review of the only applicable warrant, the Peak Hour warrant (Signal Warrant #3), it was determined that this warrant would be satisfied, indicating that a traffic signal would likely be needed. In addition to mitigating the intersection with a traffic signal the following improvements would be necessary to accommodate the traffic volumes:

- An eastbound right turn lane;
- A westbound left and right turn lane;
- Northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

With a signal and the improvements mentioned above, under ***Future Mitigated Conditions*** the intersection would operate at an overall LOS "C" during both the A.M. and P.M. peak hours. ***It should be noted that the installation of a traffic signal is critical in order for this intersection to adequately accommodate site-generated traffic.***

Burnside Farms Development Traffic Impact Study

Garners Ferry Road and Pineview Drive/Hallbrook Drive Intersection

As shown in Table 5, under ***Existing Conditions***, the intersection of Garners Ferry Road and Pineview Drive/Hallbrook Drive currently operates at an overall LOS “C” and LOS “D” during the weekday A.M. and P.M. peak hours, respectively. However, the west approach operates at LOS “E” during the P.M. peak hour with individual movements on the east and west approaches operating at LOS “E” and LOS “F”.

As expected under ***Background Conditions***, before the site traffic is added, the intersection will degrade to an overall LOS “D” and LOS “F” during the weekday A.M. and P.M. peak hours, respectively. During the A.M. peak hour, the west approach operates at LOS “F”. During the P.M. peak hour, all approaches except the north approach operate at LOS “F” with several individual movements operating at LOS “F”.

As discussed earlier, a third through lane in each direction will likely be needed on Garners Ferry by 2015; this improvement was assumed under ***Background Mitigated Conditions***. In addition, COATS, the 2025 Columbia long range transportation plan has listed the widening of Pineview Drive as a potential future project. It was therefore assumed that an additional through lane in each direction on Pineview would be constructed by 2015.

Given the low levels of service and the high volume of traffic at this intersection, it was necessary to develop additional mitigation measures. Therefore, it was determined the following improvements would be necessary to accommodate the traffic volumes:

- Northbound dual right turn lanes;
- Westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

These improvements will increase the capacity of the intersection, allowing the intersection to operate at overall LOS “C” for both the A.M. and P.M. peak hours.

Under ***Future Conditions***, after the site traffic is added, the intersection will operate at an overall LOS “C” and LOS “D” during the weekday A.M. and P.M. peak hours, respectively. All approaches will operate at acceptable levels of service during both peak hours.

Site Access

The site will be served by the extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Road. To determine whether right turn auxiliary lanes would be warranted at the main drives, the South Carolina Highway Design Manual (SCDHM) was consulted. Based on the traffic volumes projected at each site drive and the guidelines in the SCDHM, it was determined that a right turn deceleration lane would be needed at each of the main site drives.

Burnside Farms Development Traffic Impact Study

Similarly, the SCDHM was consulted to determine whether left turn auxiliary lanes would be warranted at the main drives. Based on the traffic volumes projected at each site drive and the guidelines in the SCDHM, it was determined that a left turn auxiliary lane would be needed at all main site drives. On Garners Ferry Road it may be prudent to construct a continuous center left turn lane between Pineview and the west site drive for purposes of roadway striping continuity.

The intersection of the Hazelwood extension and Pineview Road was evaluated for the need for a traffic signal. As an unsignalized intersection, the intersection will operate at very low levels of service (LOS "F"). Therefore, a cursory signal warrant analysis was performed based on traffic signal warrants contained in the MUTCD. Based on a review of the only applicable warrant, the Peak Hour warrant (Signal Warrant #3), it was determined that this warrant would be satisfied, indicating that a traffic signal would likely be needed. In addition to mitigating the intersection with a traffic signal the following improvements would be necessary to accommodate the traffic volumes (note that as discussed earlier, a second through lane was assumed in each direction on Pineview per a potential COATS project):

- A northbound left turn lane;
- A southbound right turn lane;
- The eastbound approach of Hazelwood should be striped for a left turn lane and a right turn lane with one inbound lane.

The installation of a traffic signal is critical in order for this intersection to adequately accommodate site-generated traffic.

It should be noted that not every future roadway improvement discussed here in Section 5 would be required to be constructed the day the site opens; as the site begins to develop, the improvements will be implemented in conjunction with phases of development and need.

6.

Conclusions and Recommendations

This traffic analysis evaluated the impact of the Burnside Farms site traffic on the area roadways and determined the roadway improvements necessary to accommodate the site traffic. The analysis resulted in the following conclusions:

- The Burnside Farms development at build-out will generate 1,113 total trips during A.M. peak hour and 2,641 total trips during the P.M. peak hour;
- Site access will be provided via an extension of Hazelwood Road to Pineview, two drives on Garners Ferry Road and multiple drives on Pineview Drive;
- Under background conditions, before the site traffic is added, Garners Ferry Road will likely require a third through lane in each direction between Patterson and Pineview;
- The intersections of Pineview Road/Hallbrook Road with Garners Ferry Road and of Hazelwood Road with Garners Ferry Road will operate at overall failing levels of service under background conditions, before the site traffic is added;
- Certain road improvements will be necessary to accommodate the site traffic, including the signalization of Hazelwood Drive and Garners Ferry.

In order for the area roadways to adequately accommodate the ***background traffic***, the following road improvements are recommended under background conditions **(these improvements are needed to accomodate traffic conditions *before* the site begins to generate trips and therefore not a result of the site traffic):**

Garners Ferry Road

- Add a third through lane in each direction between Patterson and Pineview Drive.

Pineview/Hallbrook Road

- Add a second through lane in each direction between Garners Ferry Road and Shop Road (this is a potential future improvement listed in COATS, the 2025

Burnside Farms Development Traffic Impact Study

Columbia long range transportation plan).

Garners Ferry Road/Patterson Intersection

- Construct eastbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

Garners Ferry Road/Pineview/Hallbrook Intersection

- Construct northbound dual right turn lanes;
- Construct westbound dual left turn lanes;
- Convert the existing separate right turn lane into a through-right combination lane.

In order for the area roadways to adequately accommodate the ***future traffic***, the following road improvements are recommended under future conditions (the traffic conditions after the site begins to generate trips):

Garners Ferry Road/Hazelwood Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct an eastbound right turn lane;
- Construct a westbound left and right turn lane;
- Construct northbound dual left turn lanes and a shared through-right-turn lane;
- Stripe southbound approach for a left turn lane and a shared through-right turn lane and one inbound lane.

Hazelwood/Pineview Intersection

- Signalize the intersection (***a critical and most important improvement***);
- Construct a northbound left turn lane;
- Construct a southbound right turn lane;
- Stripe the eastbound approach for a left turn lane and a right turn lane with one inbound lane.

Based on the results of this analysis and the road improvements recommended above, the area roadways will be able to adequately accommodate the development.



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary **409 and 411 Graymont Avenue, TMS# 11313-17-06**

Council District:	3
Proposal:	Request to rezone the parcels from General Residential District (RG-2) to Office and Institutional District (C-1).
Applicant:	Andrew Imbeau, Pro-Motion Physical Therapy
Staff Recommendation:	Approval
PC Decision:	10/07/2019; Approval (7-0)
Public Hearing, 1 st Reading:	12/17/2019; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.17 acres
 Current Use: Duplex
 Proposed Use: Commercial Medical
 Current Land Use Classifications: Urban Core Residential Small Lot (UCR-1)
 Current Zoning: General Residential District (RG-2)
 Proposed Zoning: Office and Institutional District (C-1)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types

- Single-family Detached

Secondary Types

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the *Rosewood Corridor & Neighborhood Plan* (2012). The Plan proposed a future land use of Multi-Family – Medium Density (Ch. 4 pg. 30). The property is also located within the area identified as a potential neighborhood design overlay (Ch. 4 pg. 32). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned General Residential District (RS-2). The abutting properties in the City of Columbia have base zoning of Office and Institutional District (C-1) to the North and East and General Residential District (RG-2) to the East, South, and West.

The proposed zoning district is Office and Institutional District (C-1).

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

Office and Institutional District (C-1)

The C-1 district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends City Council to rezone the parcels from RG-2 to C-1.



Future Land Use Map

409 and 411 Graymont Avenue, TMS# 11
Current FLU: UCR-1

44.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



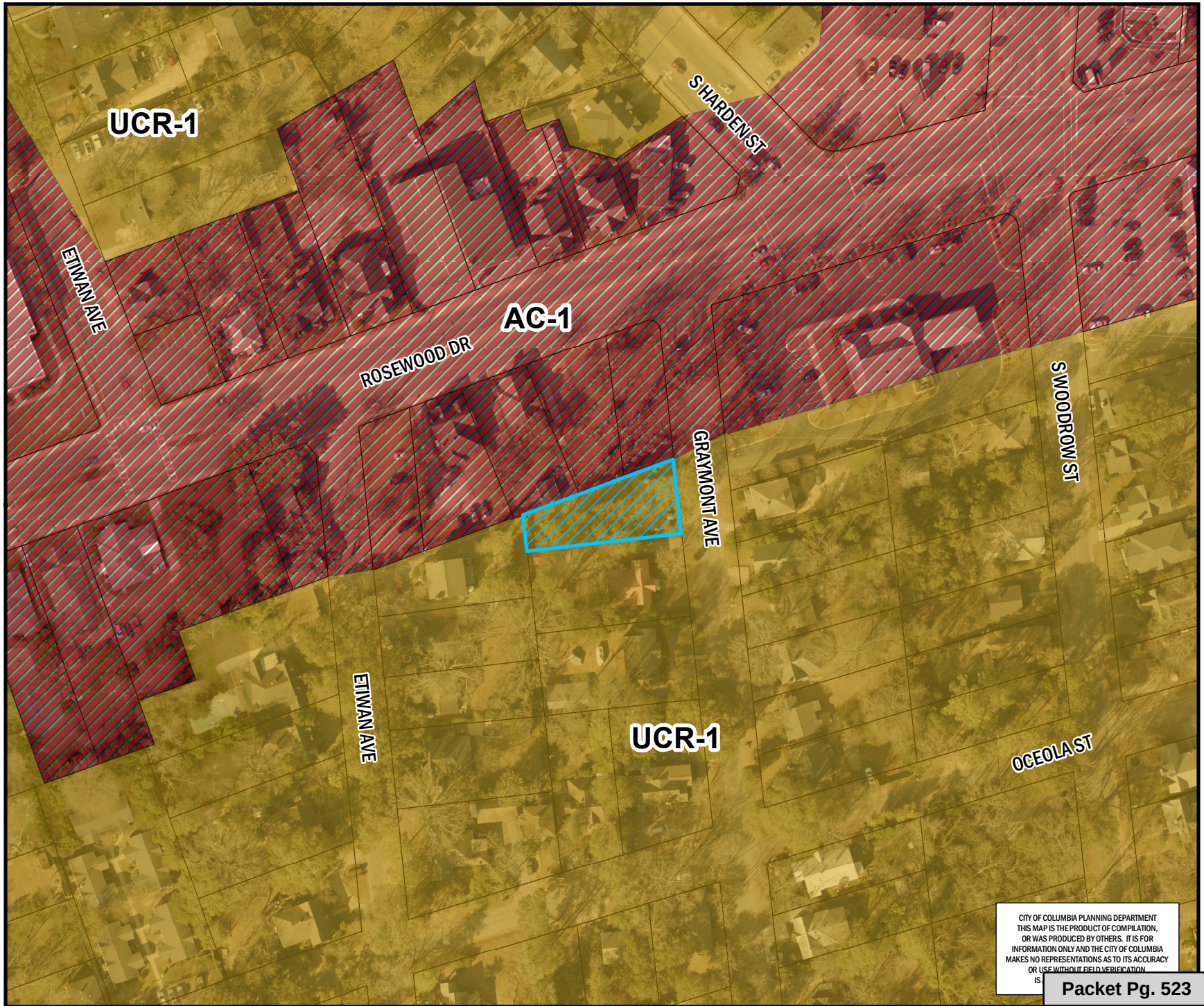
0 30 60 120
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 10, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 523

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

409 and 411 Graymont Avenue, TMS# 113

44.a

Current Zoning: RG-2, Proposed Zoning: C-1

Legend

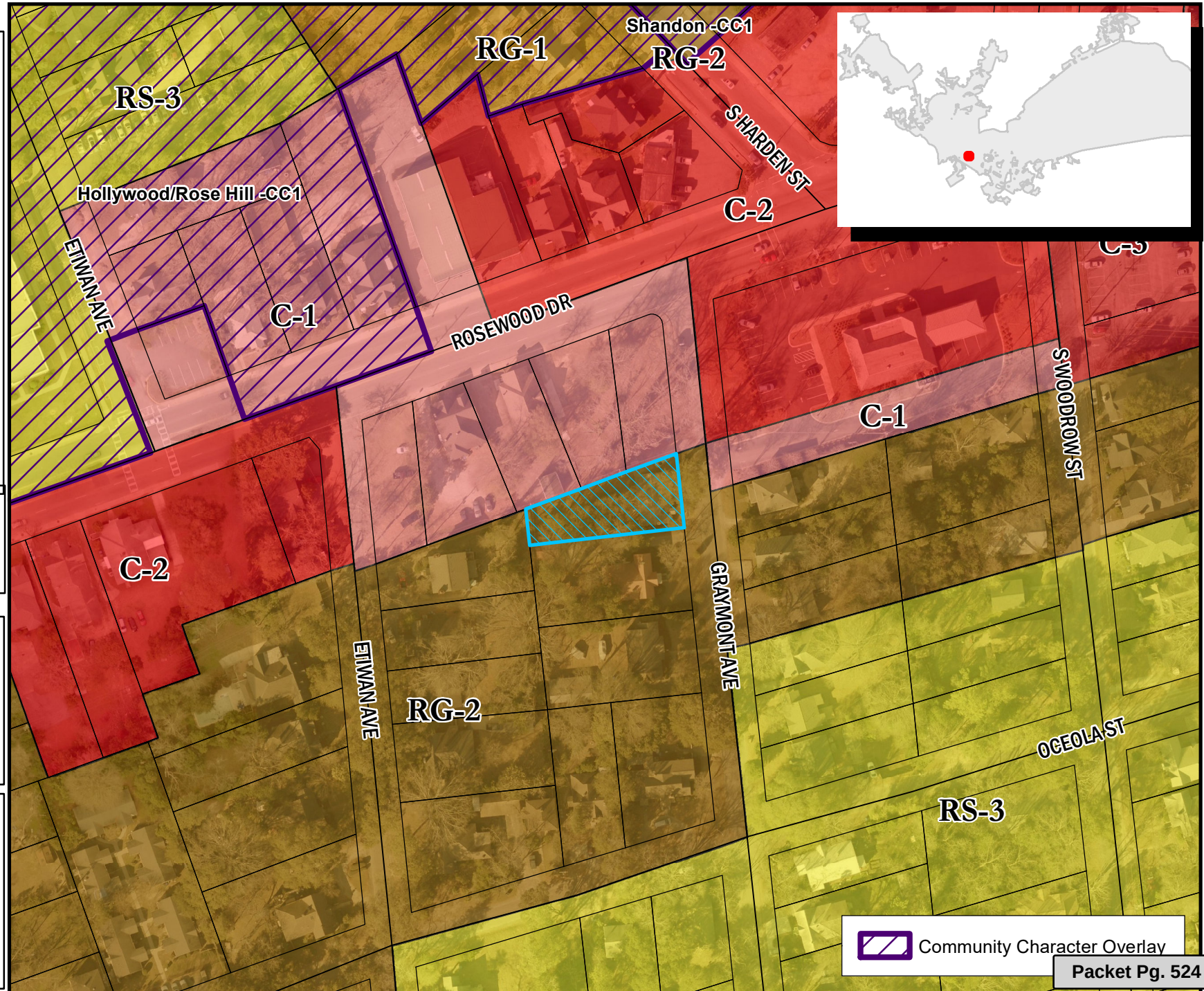
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 30 60 120 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
September 10, 2019

DISCLAIMER:
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Community Character Overlay

Packet Pg. 524

Table of Permitted Uses**RG-2****Permitted Principal Uses**

Water supply services

Sewerage Systems (Sec. 17-262)

Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)

Detached One-Family Dwelling

Attached One-Family Dwelling

Attached Two-Family Dwelling

Multi-Family Dwelling

Group Development

Police and Fire Protection

Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article

Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)

Permitted Accessory Use

Coin-operated laundries and dry cleaning

Permitted as an Accessory Use or as a Principal Use by Special Exception

Food crops grown within a covered enclosure

General farms, primarily crop

Roominghouses and boardinghouses

Organization hotels and lodginghouses on membership basis

Public Golf Course

Elementary and Secondary Schools (17-296)

Libraries and Information Centers

Religious Organizations

Special Exception by Board of Zoning Appeals

Electric substations

Cemetery subdividers and developers

Parking Lots

Membership Sports and Recreation Clubs

Day Care Facilities (17-265)

Residential Care (17-266)

Mobile home parks subject to article VI division 2

Fraternity and sorority houses

Table of Permitted Uses**C-1****Permitted Principal Uses**

Landscape counseling and planning

Building Construction - Office Only

Construction other than building construction - Office Only

Arrangement of Transportation Services

Water supply services

Sewerage Systems (Sec. 17-262)

Finance, Insurance, and Real Estate

Organization hotels and lodginghouses on membership basis

Cemetery subdividers and developers

Photographic Studies, portrait

Funeral Service and crematories

Advertising agencies

Consumer credit reporting agencies

Blueprinting and photocopying (Sec. 17-264)

Commercial photography, art and graphics

Stenographic services and reproduction services not elsewhere classified

Employment agencies

Temporary help services

Computer and data processing services

Detective agencies and protective services

Parking Lots

Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)

Dance studios

Public Golf Course

Offices of physicians

Nursing and personal care facilities

Hospitals

Medical and dental laboratories

Legal services

Colleges, universities, professional schools, and junior colleges

Libraries and information centers

Business and secretarial schools

Vocational schools except vocational high schools not elsewhere classified

Individual and family social services

Job training and vocational rehabilitation services

Museums and art galleries

Business associations

Professional membership

Labor unions and similar organizations

Table of Permitted Uses

RG-2

Table of Permitted Uses

C-1

Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy
Administration of human resources programs
Administration of environmental quality and housing programs
Administration of economic programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted Accessory Use
Private Commercial Storage (Sec. 17-260)
Eating Places
Drugstores and proprietary stores
Beauty Shops
Barbershops
Reupholstery and furniture repair

Table of Permitted Uses**RG-2****Table of Permitted Uses****C-1****Permitted as an Accessory Use or as a Principal Use by Special Exception**

Food crops grown within a covered enclosure

General farms, primarily crop

Special Exception by Board of Zoning Appeals

Veterinary services with indoor kennels

Veterinary services with outdoor kennels

Roominghouses and boardinghouses

U.S. Postal Service

Drinking Places (alcoholic beverages)(Sec. 17-269)

Electric substations

Florist

Cigar store and stands

New dealers and newsstands

Miscellaneous retail stores, not elsewhere classified

Apparel and accessory stores

Coin-operated laundries and dry cleaning

Garment pressing and agents for laundries and dry cleaners

Miscellaneous personal services, except massage parlors and spas

Massage parlors and spas

Business services not elsewhere classified

Agricultural services with indoor kennels

Agricultural services with outdoor kennels

Parking structures

Radio and mobile telephone installation shops

Watch and jewelry repair

Motion picture theaters except drive-in

Physical fitness facilities and yoga facilities

Membership Sports and Recreation Clubs

Arboreta, botanical and zoological gardens

Day Care Facilities (Sec. 17-265)

Residential Care (Sec. 17-266)

Attached One-Family Dwelling

Multi-Family Dwelling

Group Development

Dormitories, Public

Fraternity and sorority houses

LP2, LLC
Len Roberson
P.O. Box 61198
Columbia, SC 29260
803-781-0006

City Clerk
City of Columbia
P.O. Box 147
Columbia, SC 29217

RE: TMS #11313-17-06; 409 & 411 Graymont Ave.

To Whom It May Concern:

As the owner of the property located at 412 Etiwan Ave. (directly behind the subject property) we object to the rezoning request for the above referenced property to commercial zoning. My email address is robersonengr@sc.rr.com.

Sincerely,



Len D. Roberson, Managing Partner

LP2, LLC
Len Roberson
P.O. Box 61198
Columbia, SC 29260
803-781-0006

City Clerk
City of Columbia
P.O. Box 147
Columbia, SC 29217

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Sincerely,



Len D. Roberson, Managing Partner



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809 Deloach Drive,
6801 Joiner Road, 1503 Joiner Road, 1509 Joiner Road, 1515 Joiner Road,
1521 Joiner Road, 1527 Joiner Road, 1535 Joiner Road, and 1541 Joiner Road;
TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38,
16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33 and 16415-04-24**

Council District:	4
Proposal:	Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Single-Family Residential District (RS-2). The property is currently classified as Neighborhood Medium Density and zoned Single Family Residential-Medium Density (RS-MD) by Richland County.
Applicant:	Joiner Road Holdings, LLC
Staff Recommendation:	Mixed – significant service concerns
PC Recommendation:	07/08/2019; Approval, 9-0
ZPH, 1 st Reading:	12/17/2109; Pending
2 nd Reading:	01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 7.08 acres
 Current Use: Vacant
 Proposed Use: Single Family Residences
 Reason for Annexation: Municipal Services
 Urban Service Area: Primary Area
 Current Richland County Land Use: Neighborhood Medium Density
 Proposed Land Use Classification: Urban Edge Residential Small Lot (UER-1)
 Current Richland County Zoning: Single Family Residential-Medium Density (RS-MD)
 Proposed Zoning: Single Family Residential District (RS-2)
 Census Tract: 116.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this 27-lot single family residential subdivision is **approximately \$2,800 annually** based on last year's calls for service in nearby residential areas in the City of Columbia.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Public Works - Streets

We recommend denial of this annexation request. The street serving this subdivision was an unpaved dirt road until recently paved by Richland County, and our understanding is that this road was paved "in-place" as part of the Penny Program. While recently paved, the street width of 20' and lack of curbing and sidewalks falls short of our standards. The stated specifications for the road base appear to meet our standards, however we have not been able to obtain core samples or a certified engineering report to determine if the construction of the road will have a reasonable service life before needing overhaul. Furthermore, the storm drain system planned for the development consists of open ditches with front-loading driveways, which will present ongoing maintenance issues for the City.

Solid Waste

The cost associated with solid waste service for this property is **\$187.00 annually** per household.

Engineering

The storm water system as designed consists of open ditches and is not designed to City standards, however our understanding is that an active storm water issue during construction has been resolved by the developer through the County. Water and sewer lines currently exist in this area.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this 27-lot single family residential subdivision, as it is located within a designated Primary Area in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$12,000 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Primary Area" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of

unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Primary areas are made up of land contiguous to the City where services are available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Primary areas are intended to indicate that, barring unanticipated circumstances, annexation is recommended and should be actively pursued.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood Medium Density by Richland County.

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (exc. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Single Family Residential-Medium Density (RS-MD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Residential District (RG-1) to the West and Single-Family Residential District (RS-1) to the North. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the East and South.

The size of the existing nearby developed single family residential lots on Joiner Road and Deloach Drive range from approximately 17,000 square feet to approximately 23,000 square feet, with lot widths ranging from about 100 to 130 feet. The proposed RS-2 zoning district requires a minimum lot area of 8,500 square feet and a minimum lot width of 60 feet.

While this district classification is significantly denser than the nearby properties in the neighborhood, a Map Amendment effective October 2, 2018 (RC Ord. No. 18-025MA), was reviewed and approved by Richland County's County Council that rezoned the property from RS-LD (similar to the City's RS-1 or RS-1A district) to RS-MD (most similar to the City's RS-2 district).

Subdivision approval for a 27-lot single family development named Joiner Village was granted by Richland County Development Services on 4/2/2019 with a major modification approved on 10/8/19 (Richland County File # SD19-006), and a land disturbance permit for the same was issued on 4/25/2019 (Permit # LDP19-00039).

The proposed City of Columbia zoning district is Single Family Residential District (RS-2).

Single Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Annexation: Existing policy encourages annexation of this property, however significant service concerns exist and should be considered by Council.

Because this property is within a “Primary Area” as designated by the Urban Service Area plan adopted by Council in 2009, Planning and Development Services recommends approval of this annexation request. The plan states, “barring unanticipated circumstances, annexation is recommended and should be actively pursued” within Primary areas. If not annexed, this property will likely end up as a “Donut Hole” in the future because this particular Primary Area is almost entirely surrounded by the City limits (see map below).

Significant concerns have been raised by Public Works and Engineering regarding the ability to maintain the existing and recently installed infrastructure that was not developed to City standards, including future costly overhaul if the property is annexed.

Recommend Approval based upon Urban Service Area, but significant infrastructure issues are present that warrant considering not annexing.

Future Land Use: Staff recommends that City Council approve the assignment of a future land use classification of Urban Edge Residential Small Lot (UER-1) at the time of annexation.

Zoning: Staff recommends that City Council assign zoning of Single Family Residential District (RS-2) at the time of annexation.



City of Columbia (shaded blue) and Urban Service Areas in vicinity of subject property



Future Land Use Map

Department of Planning & Development Services

1503, 1509, 1515, 1521, 1527, 1528, 1535, 1541, 6801, and 1.42 acres Joiner Road, and 6817 and 6809 Deloach Drive
TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38,
16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33, 16415-04-24;
Current Rich. Co. FLU: Neighborhood- Medium Density, Proposed FLU: UER-1

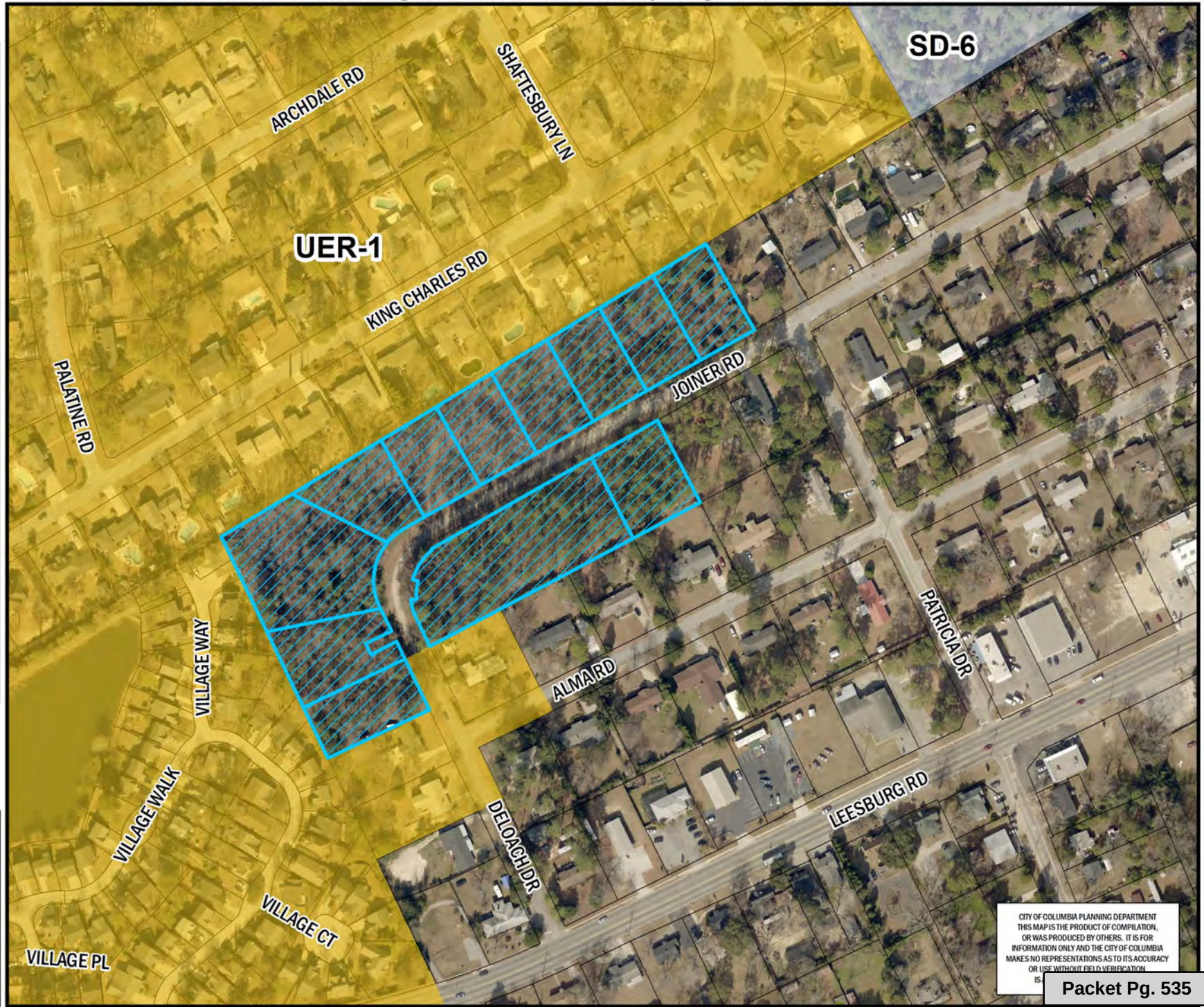
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ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
May 28, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 535

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1503, 1509, 1515, 1521, 1527, 1528, 1535, 1541, 6801, and 1.42 acres Joiner Road, and 6817 and 6809 Deloach Drive
TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38,
16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33, 16415-04-24;
Current Rich. Co. Zoning: RS-MD, Proposed FLU: RS-2

45.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

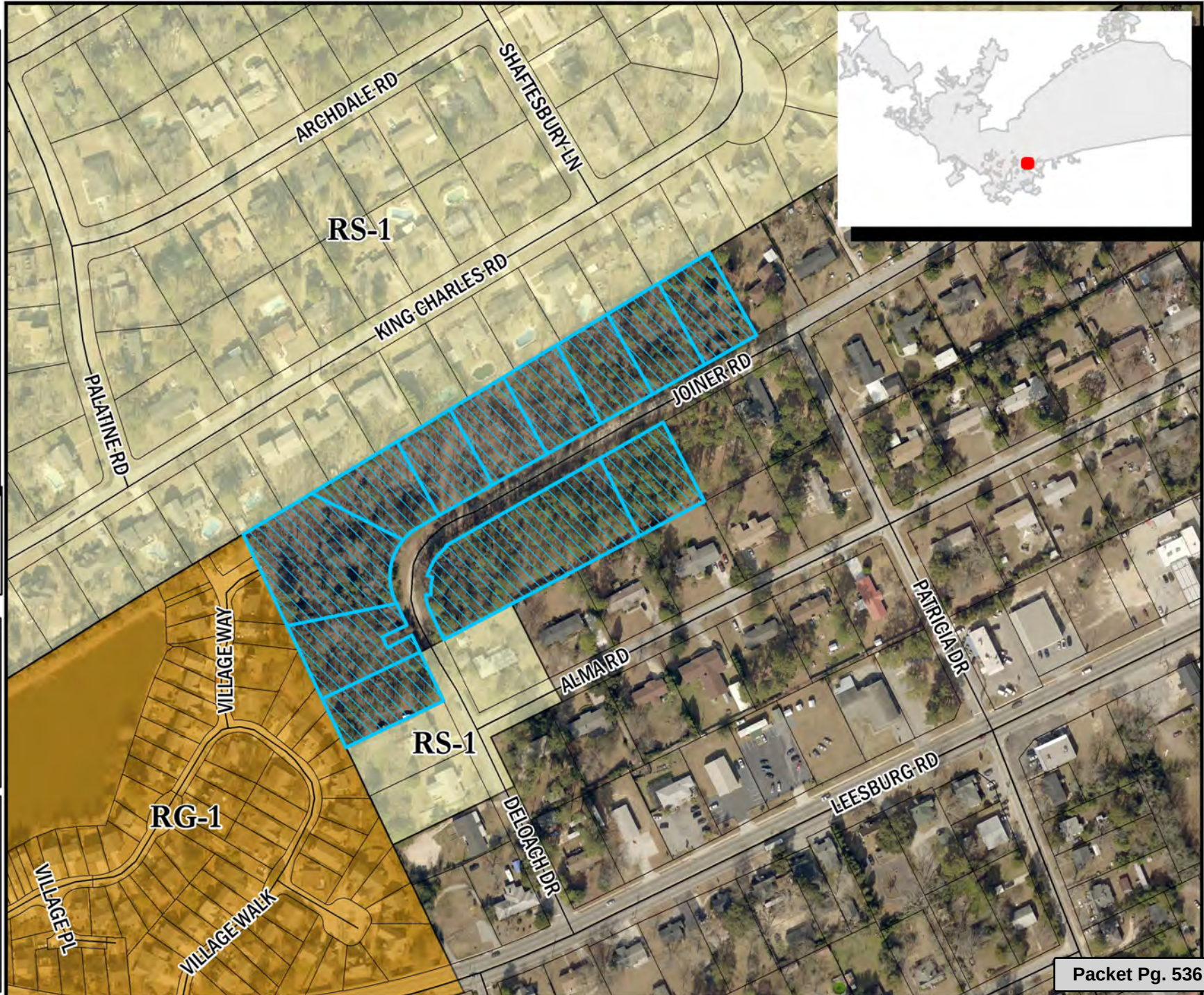
Shane Shaughnessy
May 28, 2019

DISCLAIMER:

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



We Are Columbia



Packet Pg. 536

ORDINANCE NO.: 2019-066

Annexing and Incorporating 1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809 Deloach Drive, 6801 Joiner Road, 1503 Joiner Road, 1509 Joiner Road, 1515 Joiner Road, 1521 Joiner Road, 1527 Joiner Road, 1535 Joiner Road, and 1541 Joiner Road, Richland County TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33 and 16415-04-24 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Single Family Residential District (RS-2), apportioned to City Council District 4, Census Tract 116.03, contains 7.08 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33 and 16415-04-24

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

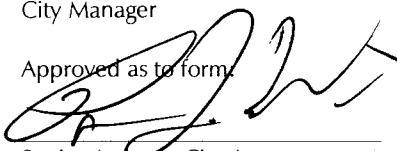
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-066

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 1.47 Acres, composed of Lots 7, 8 and 9, Block "B", as shown on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at Page 3524. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

LESS AND EXCEPT all that certain parcel of land containing 2095 SF (.048) acres, more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A of the Title to Real Estate recorded in Book 2152 at Page 2596, recorded October 2, 2016 in the office of the ROD for Richland County.

ALSO: All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as .50 Acre, composed of Lot 10, Block "B", as shown on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at Page 3524. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

ALSO: All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lots 4, 6, 7, 8, 9, 10, 11, 12 and 13 on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at page 3524; and having the same boundaries and measurements as are shown thereon. Reference to said plat is craved for a more complete and accurate description; be all said measurements a little more or less.

ALSO: All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot 5, Block C on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at page 3524; and having the same boundaries and measurements as are shown thereon. Reference to said plat is craved for a more complete and accurate description; be all said measurements a little more or less.

LESS AND EXCEPT all that certain parcel of land containing 1060 SF (0.024) acres, more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A, of the Title to Real Estate recorded in Book 2152 at Page 2601, recorded October 3, 2016 in the office of the ROD for Richland County.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: May 29, 2019

RE: **Property Address:** 1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809 Deloach Drive, 6801 Joiner Road, 1503 Joiner Road, 1509 Joiner Road, 1515 Joiner Road, 1521 Joiner Road, 1527 Joiner Road, 1535 Joiner Road, and 1541 Joiner Road
Richland County TMS#s: 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33, 16415-04-24
Owner(s): Joiner Road Holdings, LLC
Current Use: Vacant
Proposed Use: Single Family Residential
Current County Land Use: Neighborhood Medium Density
Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
Current County Zoning: Residential Single Family Medium Density (RS-MD)
Proposed City Zoning: Single Family Residential (RS-2)
Reason for Annexation: Municipal Services/Primary
City Council District: 4
Census Tract: 116.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 8, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

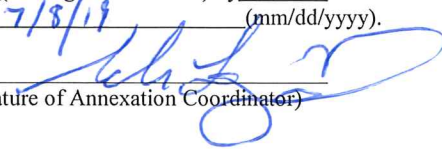
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Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
---	---

Planning Commission Land Use Recommendation: UER-1 (Land Use classification) by 9-0 on 7/8/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RS-2 (Zoning classification) by 9-0 on 7/8/19 (mm/dd/yyyy).


(Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

1503, 1509, 1515, 1521, 1527, 1528, 1535, 1541, 6801, and 1.42 acres Joiner Road, and 6817 and 6809 Deloach Drive
TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38,
16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33, 16415-04-24;
Current Rich. Co. FLU: Neighborhood- Medium Density, Proposed FLU: UER-1

45.b

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



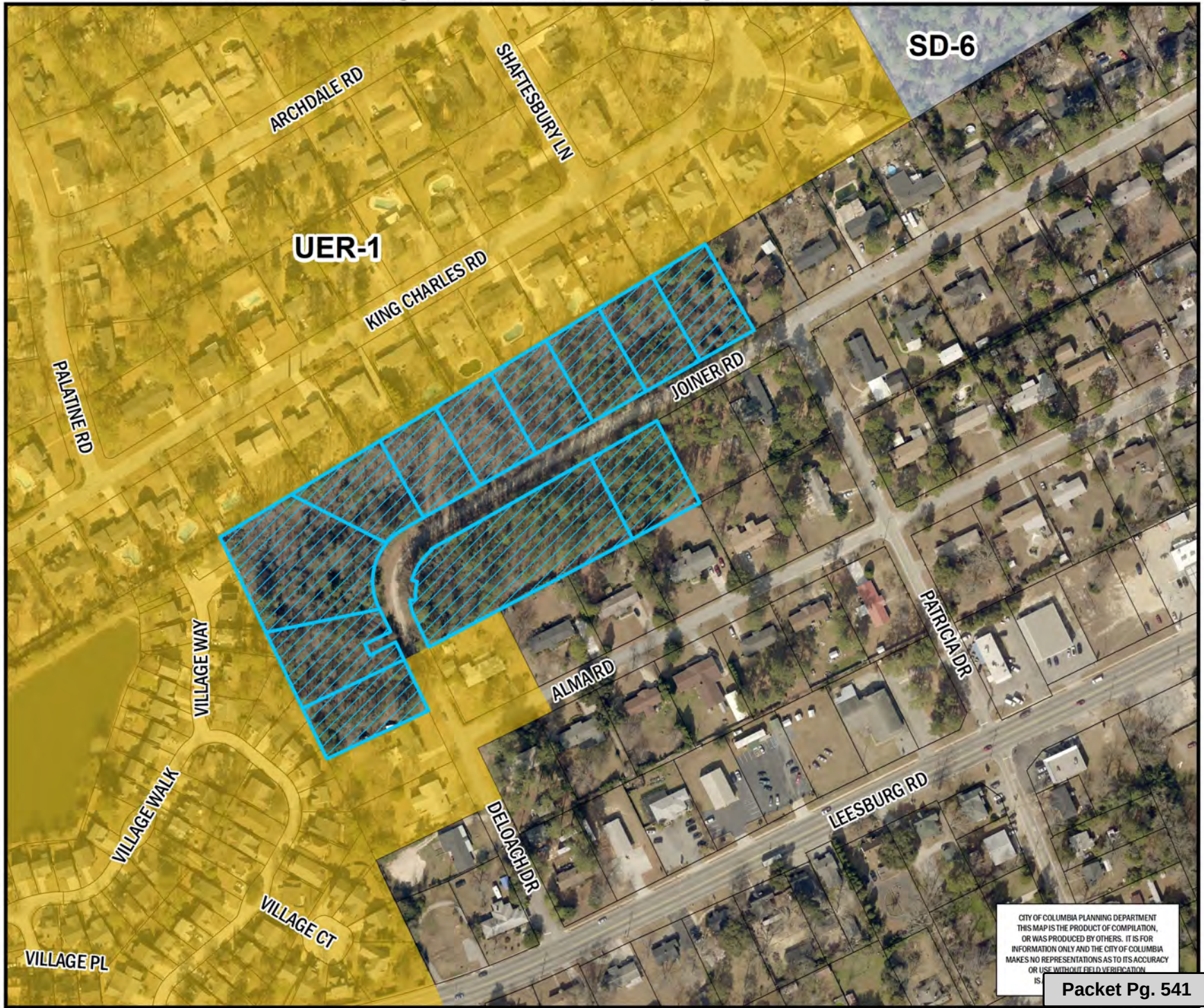
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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
May 28, 2019



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** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning & Development Services

1503, 1509, 1515, 1521, 1527, 1528, 1535, 1541, 6801, and 1.42 acres Joiner Road, and 6817 and 6809 Deloach Drive
TMS# 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39, 16415-04-38,
16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34, 16415-04-33, 16415-04-24;
Current Rich. Co. Zoning: RS-MD, Proposed FLU: RS-2

45.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 60 120 240 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

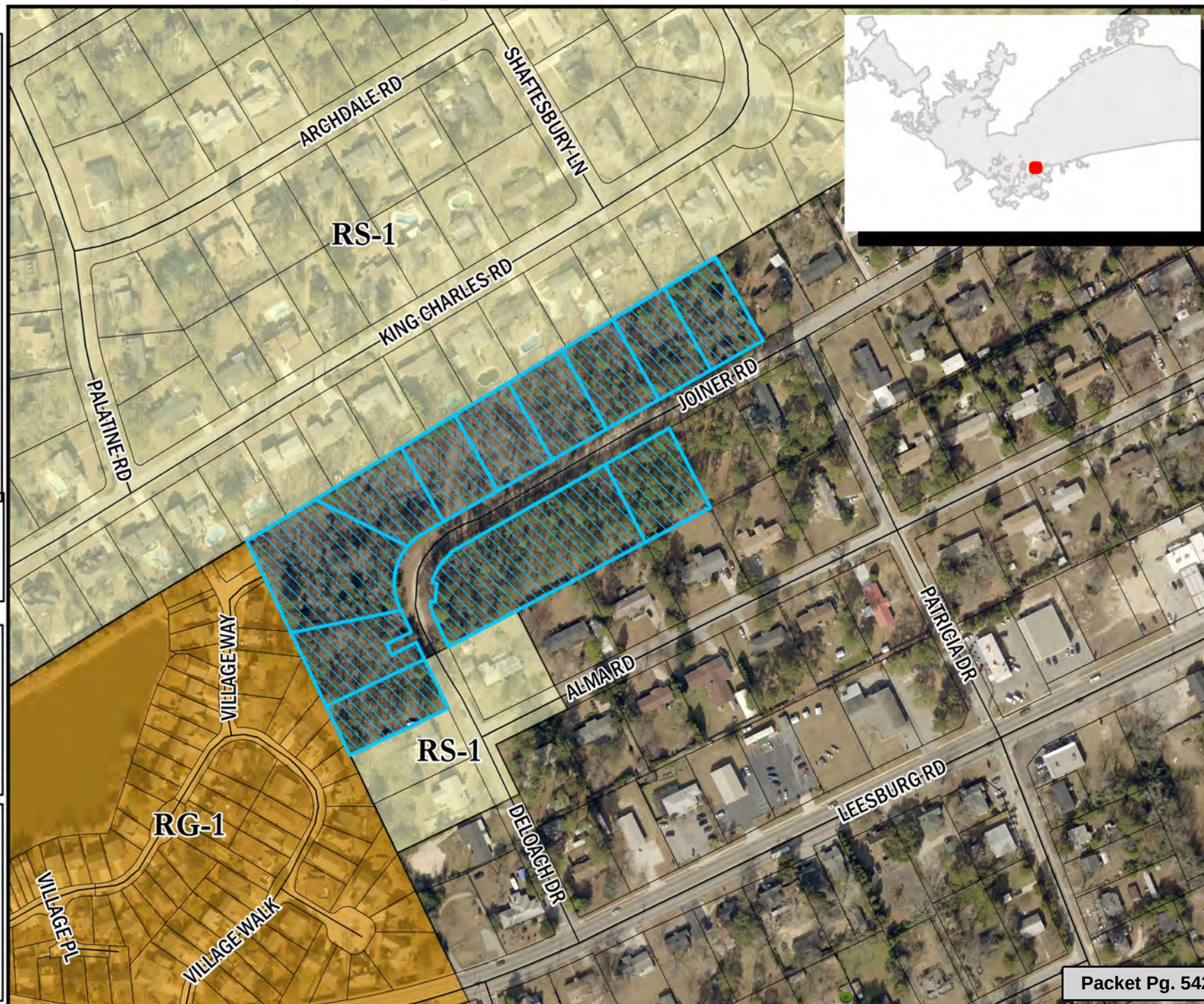
Shane Shaughnessy
May 28, 2019

DISCLAIMER:

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



We Are Columbia



Packet Pg. 542

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

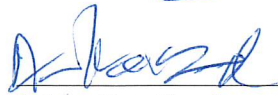
Property Description: See Attached Exhibit "A"

Richland County TMS: 16415-05-01, 16415-05-02, 16415-04-26, 16415-04-25, 16415-04-39,
 16415-04-38, 16415-04-37, 16415-04-36, 16415-04-35, 16415-04-34,
 16415-04-33, 16415-04-24.

Property Addresses: 1.42 acres Joiner Road, 1528 Joiner Road, 6817 Deloach Drive, 6809
 Deloach Drive, 6801 Joiner Road, 1503 Joiner Road, 1509 Joiner
 Road, 1515 Joiner Road, 1521 Joiner Road, 1527 Joiner Road, 1535
 Joiner Road, and 1541 Joiner Road

Seller:

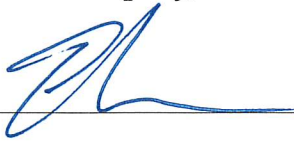
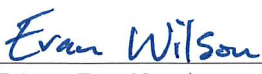
Land Holdings One, LLC

BY: 

 (Print or Type Name)
 C. David Tuttle

Date: 5/15/18
 Its: Authorized
 (Print or Type Title)

Seller:

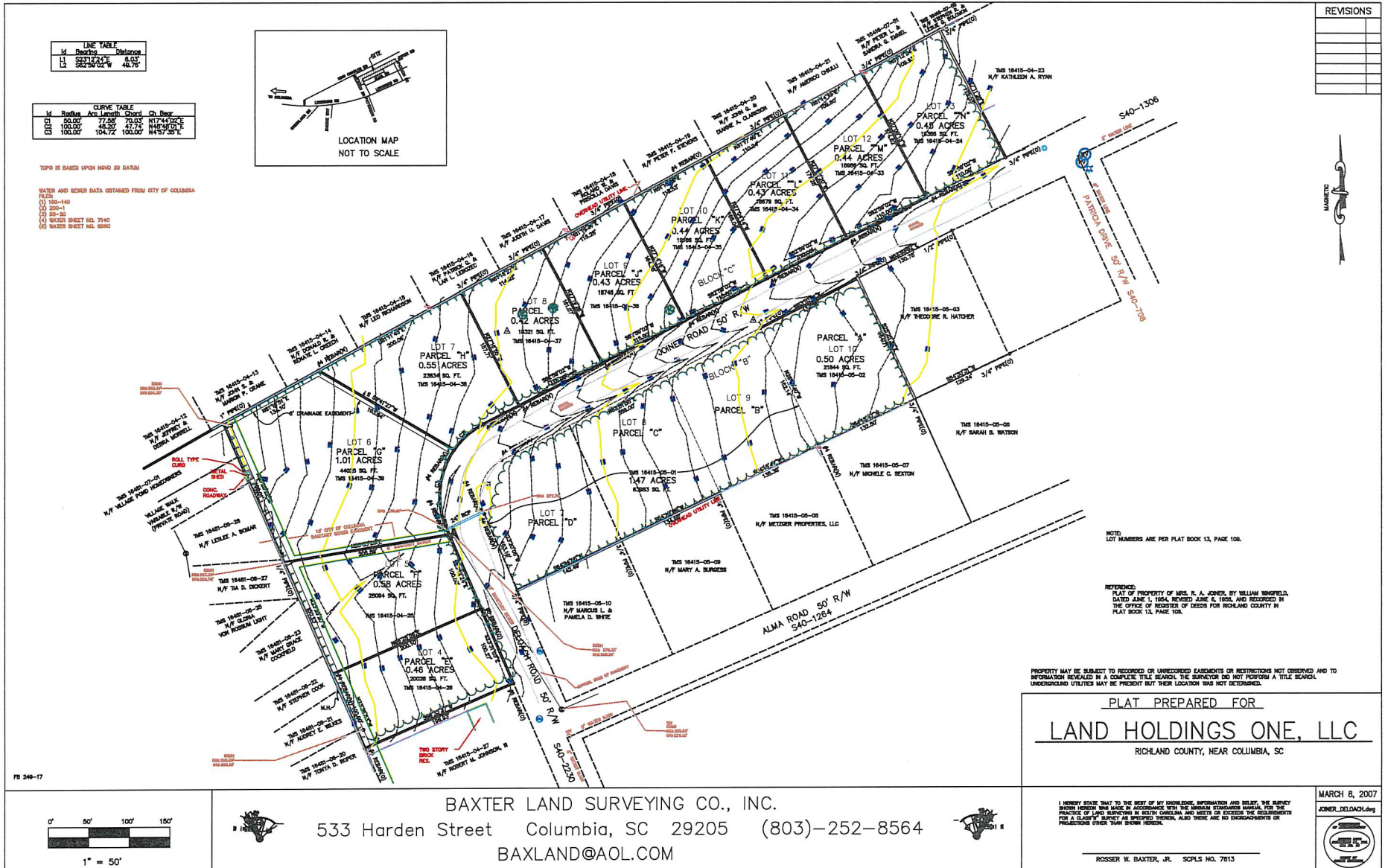
The Wilson Company, LLC

BY: 

 (Print or Type Name)
 Evan Wilson

Date: _____
 Its: Owner
 (Print or Type Title)

Exhibit "A"

- Property Description: All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as 1.47 Acres, composed of Lots 7, 8 and 9, Block "B", as shown on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at Page 3524. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.
- ALSO: All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as .50 Acre, composed of Lot 10, Block "B", as shown on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at Page 3524. Reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.
- ALSO: All those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lots 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 on a plat prepared for Land Holdings One, LLC, by Baxter Land Surveying Co., Inc., dated March 8, 2007 and recorded March 26, 2007 in the Office of the ROD for Richland County in Record Book 1295 at page 3524; and having the same boundaries and measurements as are shown thereon. Reference to said plat is craved for a more complete and accurate description; be all said measurements a little more or less.





CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 113, 117, and 121 McLeod Road; TMS# 14303-02-36

Council District: 1

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned General Commercial (GC) by Richland County.

Applicant: 113 McLeod Road, LLC

Staff Recommendation: Approval

PC Recommendation: 09/09/2019; Approval (7-0)

ZPH, 1st Reading: 12/17/2019; Pending

2nd Reading: 01/07/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.73 acres

Current Use: Commercial (Warehouse/Storage)

Proposed Use: Commercial (Warehouse/Storage)

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Economic Development Corridor

Proposed City Land Use: Employment Campus (EC)

Current County Zoning: General Commercial (GC)

Proposed City Zoning: Light Industrial District (M-1)

Census Tract: 108.06

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve these warehouse buildings is approximately **\$300 annually** based on last year's calls for service at similar properties nearby within the City of Columbia.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

Solid waste service is not generally provided to this type of commercial property.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Divisions will not incur any costs associated with this annexation.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

The subject property contains several existing warehouse buildings. We recommend annexation of this property, located within a Donut Hole as designated in the Urban Service Area plan. **The estimated real estate tax revenue generated will be approximately \$2,700 per year**, based on the current tax rate and taxable value listed for the property.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Employment Campus (EC) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Economic Development Corridor by Richland County.

Areas dedicated to concentrations of employment uses ranging from professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found to the urban edge, and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, medical research facilities, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like

multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

- Medium to High-rise Office/Services
- Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- Parking Structures

Tertiary Types

- Small to Large Commercial
- Single-family Attached
- Small to High-rise Multi-family
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is located within the study area of the [Walkable 29203 Pedestrian Master Plan](#) (2017). The Walkable 29203: Pedestrian Master Plan (2017) encompasses the whole of the 29203 zip code, and makes recommendations to improve access to healthy activities and healthy food outlets. This Plan focused on network gaps and safety concerns within the pedestrian network, and also made generalized recommendations on how to improve the perception of safety in the area, which would influence perceptions of walkability. The Plan did not make any specific recommendations for improvements to the pedestrian network adjacent to the subject property, as it was outside of the North Main and Crane Creek Planning Areas.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned Office and Institutional District (C-1) to the North and Light Industrial District (M-1) to the South. Surrounding parcels in unincorporated Richland County are currently M-1 to the West and GC to the East and West.

The proposed City of Columbia zoning district is Light Industrial District (M-1).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

STAFF RECOMMENDATION

Staff recommends that City Council approve the assignment of a future land use classification of Employment Campus (EC) at the time of annexation.

Staff recommends that City Council assign zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

113, 117, and 121 McLeod Road, TMS# 14303-02-36;

Current FLU: Economic Development Corridor, Proposed FLU: Employment Campus (EC)

46.a

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 60 120 240
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
August 9, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 550

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

113, 117, and 121 McLeod Road, TMS# 143
Current Zoning: GC, Proposed Zoning: M-1

46.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 55 110 220
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

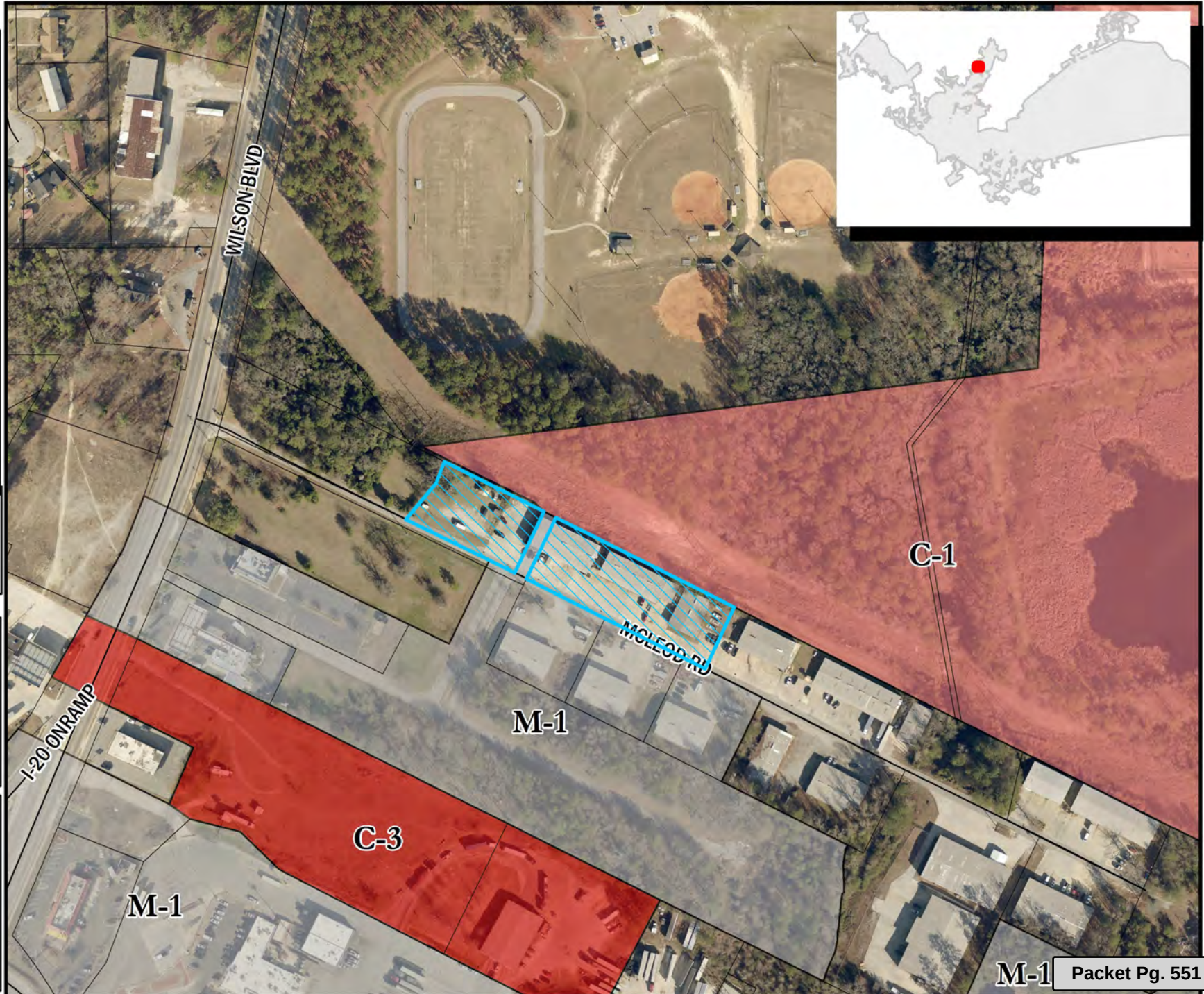
Shane Shaughnessy
August 9, 2019

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We Are Columbia



M-1 Packet Pg. 551

ORDINANCE NO.: 2019-086

*Annexing and Incorporating 113 McLeod Road, 117 McLeod Road, and 121 McLeod Road,
Richland County TMS# 14303-02-36 into the Plan Columbia Land Use Plan Putting the Pieces Together
adopted by Ordinance No.: 2015-014 on February 17, 2015*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2019, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.06, contains 1.73 acres, and shall be assigned an interim land use classification of Employment Campus (EC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 14303-02-36

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

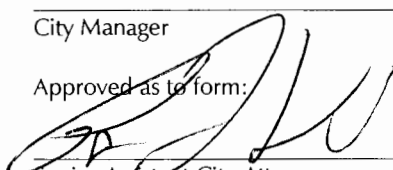
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-086

All that certain piece, parcel, or tract of land, containing 1.80 acres, with any improvements thereon, situate, lying and being on the eastern side of U. S. Highway No. 21, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown as "Parcel B" on a plat prepared for Shealy Vending by Charles D. Meeler, dated July 19, 2007, and recorded herewith in the Office of the Register of Deeds for Richland County in Plat Book 1371 page 220; and having such courses and distances as will appear by reference to said plat. Less and excepting a 25-foot strip designated as N/S McLeod Road, TMS # 14303-02-30 (formerly a portion of TMS#14303-02-01), annexed into the City of Columbia on August 13, 2003 by Ordinance No. 2003-059.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: August 12, 2019

RE: **Property Address:** 113, 117, and 121 McLeod Road
Richland County TMS#: 14303-02-36
Owner(s): 113 McLeod Road, LLC
Current Use: Commercial (Warehouse/Storage)
Proposed Use: Commercial (Warehouse/Storage)
Current County Land Use: Economic Development Corridor
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 1
Census Tract: 108.06

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **September 9, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

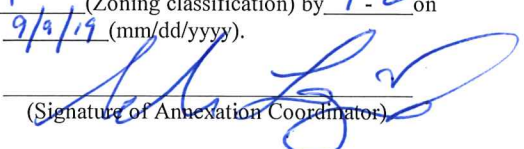
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
-----	---	---

Planning Commission Land Use Recommendation: EC (Land Use classification) by 7-0 on 9/9/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 7-0 on 9/9/19 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

Department of Planning & Development Services

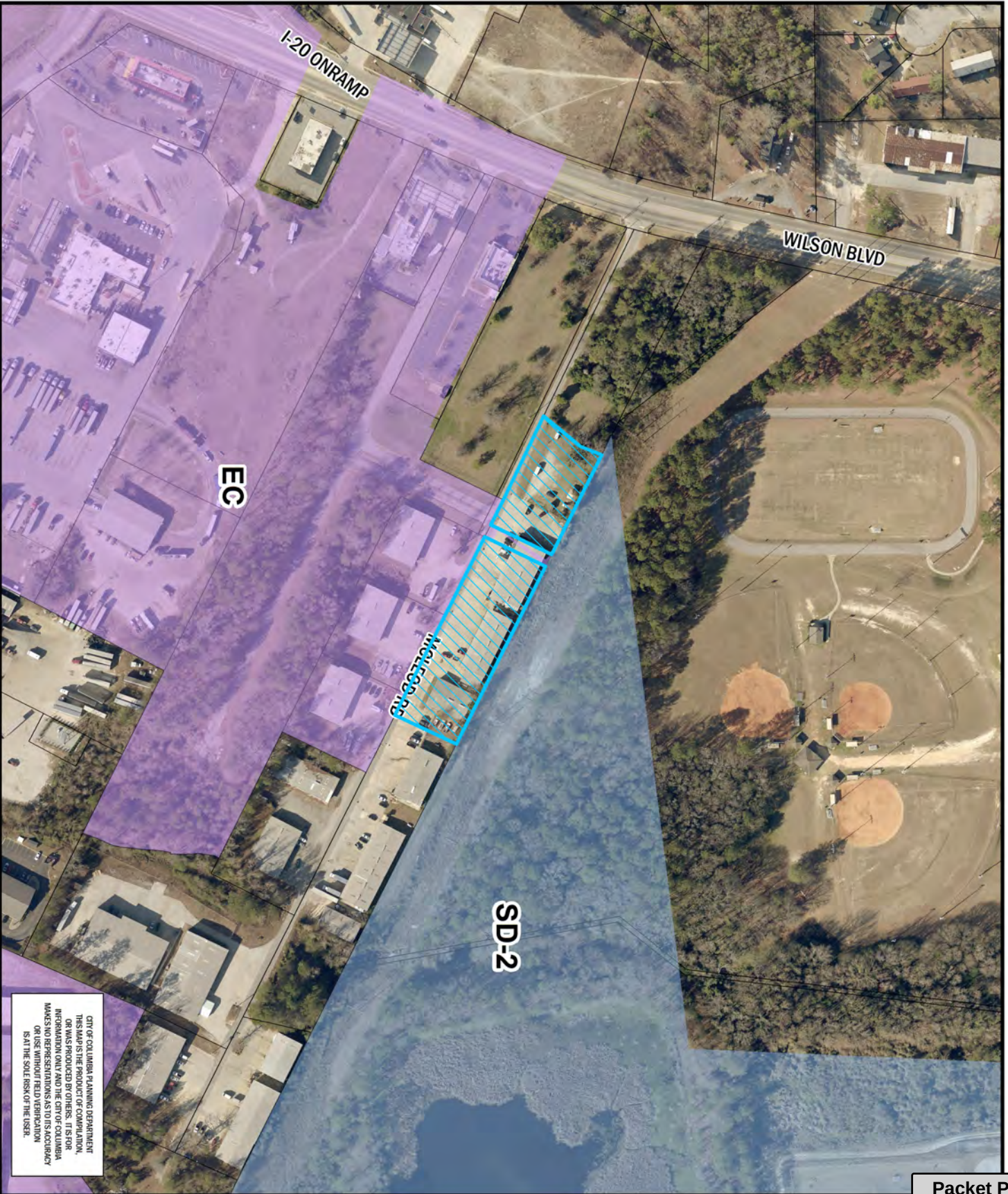
113, 117, and 121 McLeod Road, TMS# 14303-02-36;
Current FLU: Economic Development Corridor, Proposed FLU: Employment Campus (1)

Legend
CITY LIMITS
PARCELS

- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UEAC-1 - Urban Edge Neighborhood Activity Center
- UEAC-2 - Urban Core Neighborhood Activity Center
- UEAC-3 - Urban Core Community Activity Center
- UEAC-1 - Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Center
- AC-2 - Community Activity Center
- AC-3 - Regional Activity Center
- EC - Employment Campus
- ND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Conventional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
August 9, 2019



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IS AT THE SOLE RISK OF THE USER.

Zoning Map

Department of Planning & Development Services

Legend

PARCELS

- | | |
|-------|-------------|
| D-1 | C-1 |
| RS-1 | C-2 |
| RS-1A | C-3 |
| RS-1B | C-3A |
| RS-2 | C-4 |
| RS-3 | C-5 |
| RD | M-1 |
| RD-1 | M-2 |
| RG-1 | PUD-C |
| RG-1A | PUD-L |
| RG-2 | PUD-L-E |
| RG-3 | PUD-L-R |
| UTD | PUD-R |
| MX-1 | OUT OF CITY |
| MX-2 | |

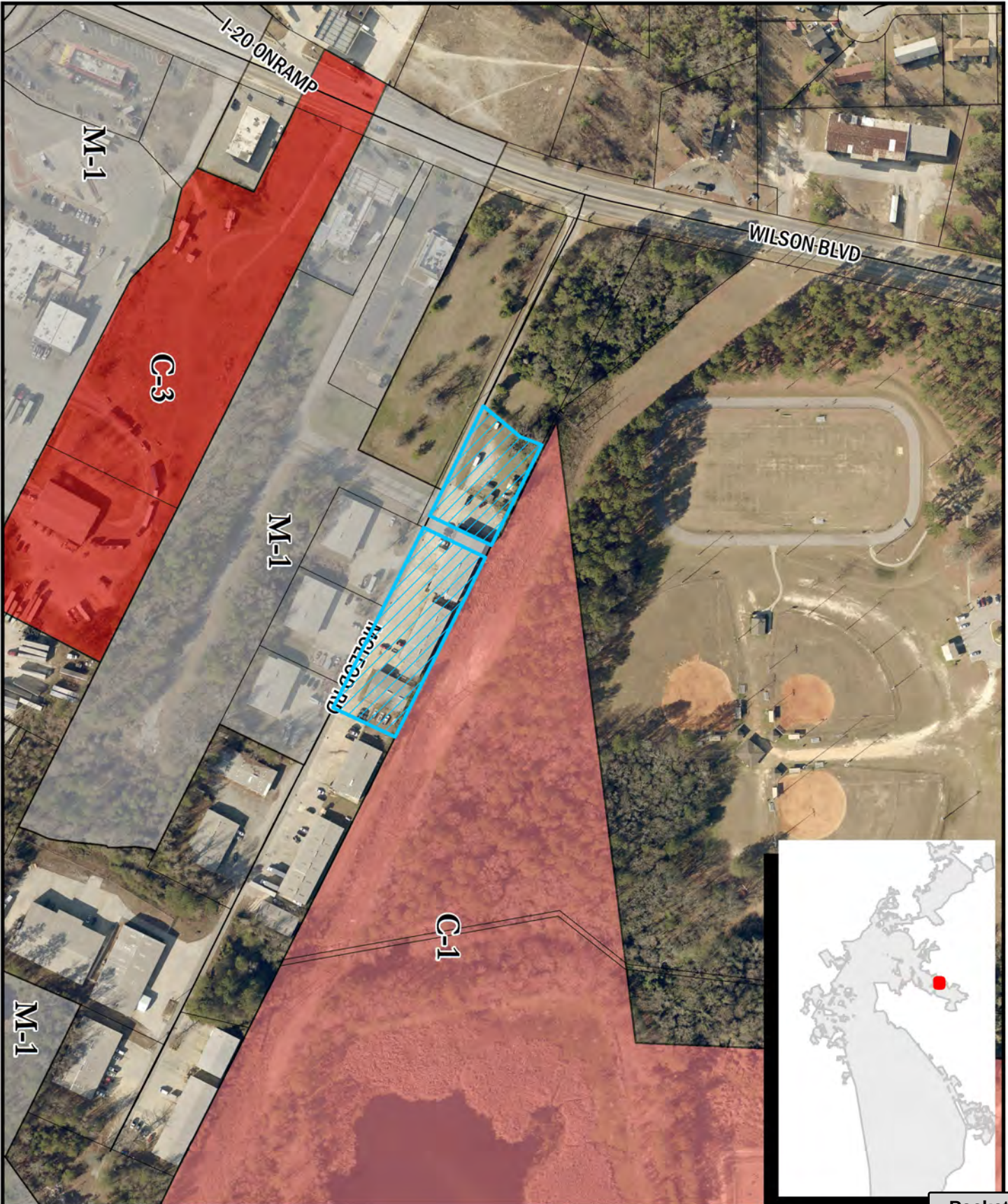
0 55 110 220 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shlaughnessy
August 9, 2019

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We Are Columbia



113, 117, and 121 McLeod Road, TMS# 14303-02-
Current Zoning: GC, Proposed Zoning: M-1

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

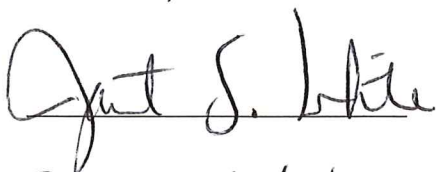
Property Description: All that certain piece, parcel, or tract of land, containing 1.80 acres, with any improvements thereon, situate, lying and being on the eastern side of U. S. Highway No. 21, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown as "Parcel B" on a plat prepared for Shealy Vending by Charles D. Meeler, dated July 19, 2007, and recorded herewith in the Office of the Register of Deeds for Richland County in Plat Book 1371 page 220; and having such courses and distances as will appear by reference to said plat. Less and excepting a 25-foot strip designated as N/S McLeod Road, TMS # 14303-02-30 (formerly a portion of TMS#14303-02-01), annexed into the City of Columbia on August 13, 2003 by Ordinance No. 2003-059.

Richland County TMS: 14303-02-36

Property Addresses: 113, 117, and 121 McLeod Road

113 McLeod Road, LLC

BY:



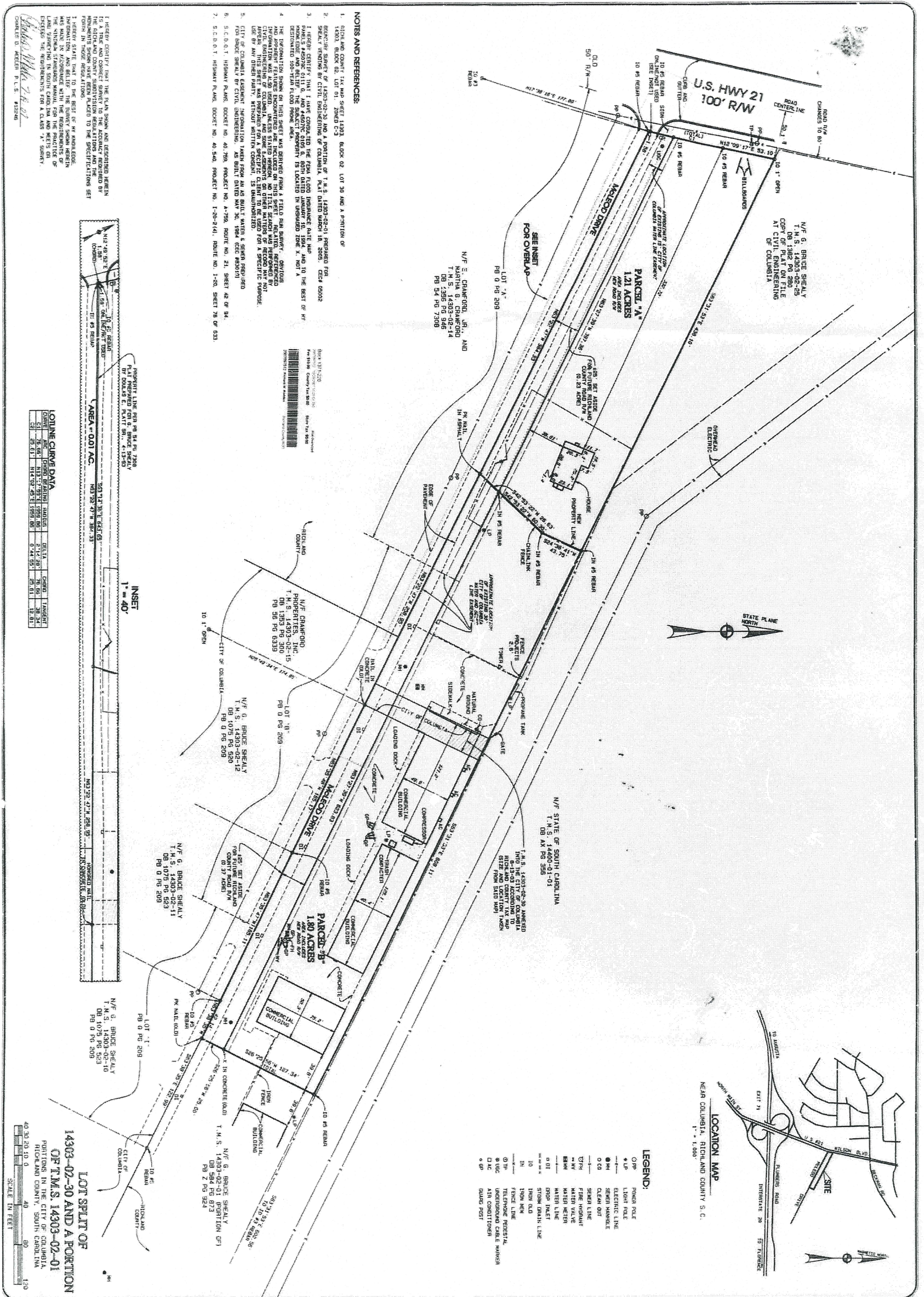
Janet S. White
 (Print or Type Name)

Date:

8/8/19

Its:

Member
 (Print or Type Title)



SCALE 1" = 40'	LOT SPLIT			CIVIL ENGINEERING of COLUMBIA	CONSULTING ENGINEERING, SURVEYING AND PLANNING 3608 FERNANDINA ROAD, COLUMBIA, SOUTH CAROLINA 29212 TELEPHONE (803) 798-2820 FAX (803) 799-2826		REVISION					
DATE JULY 19, 2007							NO.	DATE	DESCRIPTION	BY		
DRAWN N. DELOACH												
DESIGNED N/A												
DRAWING NUMBER 1 OF 1	CHECKED BY 	JOB NUMBER 05002	ANY CERTIFICATIONS, WARRANTIES, OR GUARANTEES SIGNED BY THE ENGINEER OR SURVEYOR OF RECORD FOR THIS PROJECT ARE INTENDED TO EXPRESS THAT STANDARD AND REASONABLE CARE WAS USED IN PREPARATION OF THESE DOCUMENTS.					THE PRODUCT ON THIS SHEET HAS PREPARED FOR A SPECIFIC CLIENT FOR A SPECIFIC PURPOSE. USE BY ANY OTHER PERSON, WITHOUT WRITTEN PERMISSION FROM THE DESIGN ENGINEER, IS STRICTLY PROHIBITED.				



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

118 Woodcreek Ridge Drive; TMS# 25716-02-03

Council District:	4	
Proposal:	Request to affirm land use classification of Urban Edge Residential Small Lot (UER-1) following the annexation of the property. The property currently has interim classification of Urban Edge Residential Small Lot (UER-1).	
Applicant:	Cascata Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 9.42 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Edge Residential Small Lot (UER-1)
 Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Urban Edge Residential Small Lot (UER-1).

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and Planned Unit Development-Commercial District (PUD-C) to the South. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North and West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in

the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* – Future Land Use Map to affirm the assignment of Urban Edge Residential Small Lot (UER-1) for the property.



Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,
Current Interim FLU: UER-1, Proposed FLU: UER-1

47.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



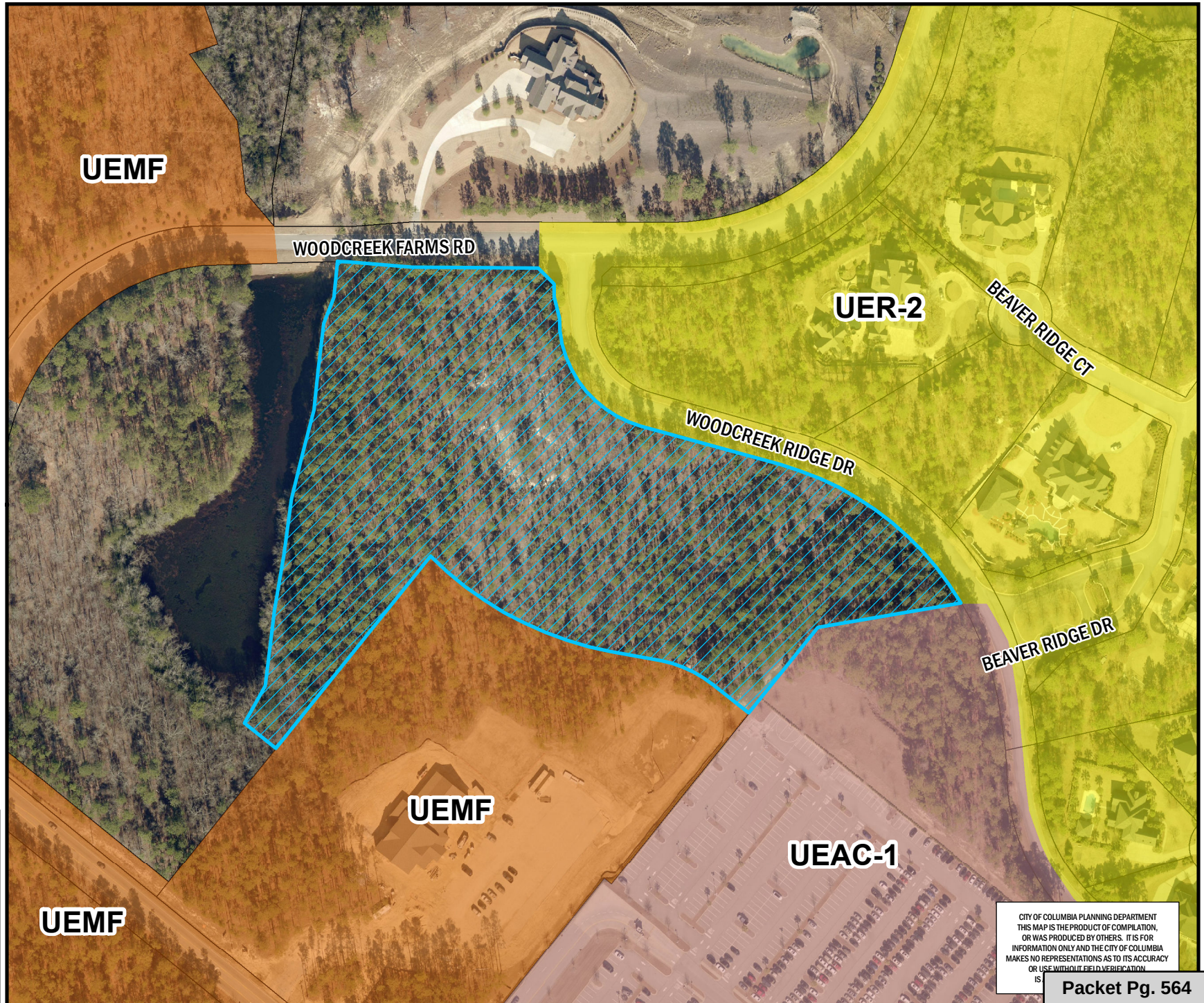
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



We Are Columbia



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IS

Packet Pg. 564

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

118 Woodcreek Ridge Drive, TMS# 25

47.a

Current Interim Zoning: PUD-R,

Proposed Zoning: PUD-R

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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ORIGINAL PREPARATION/DATE:
This map was prepared by:

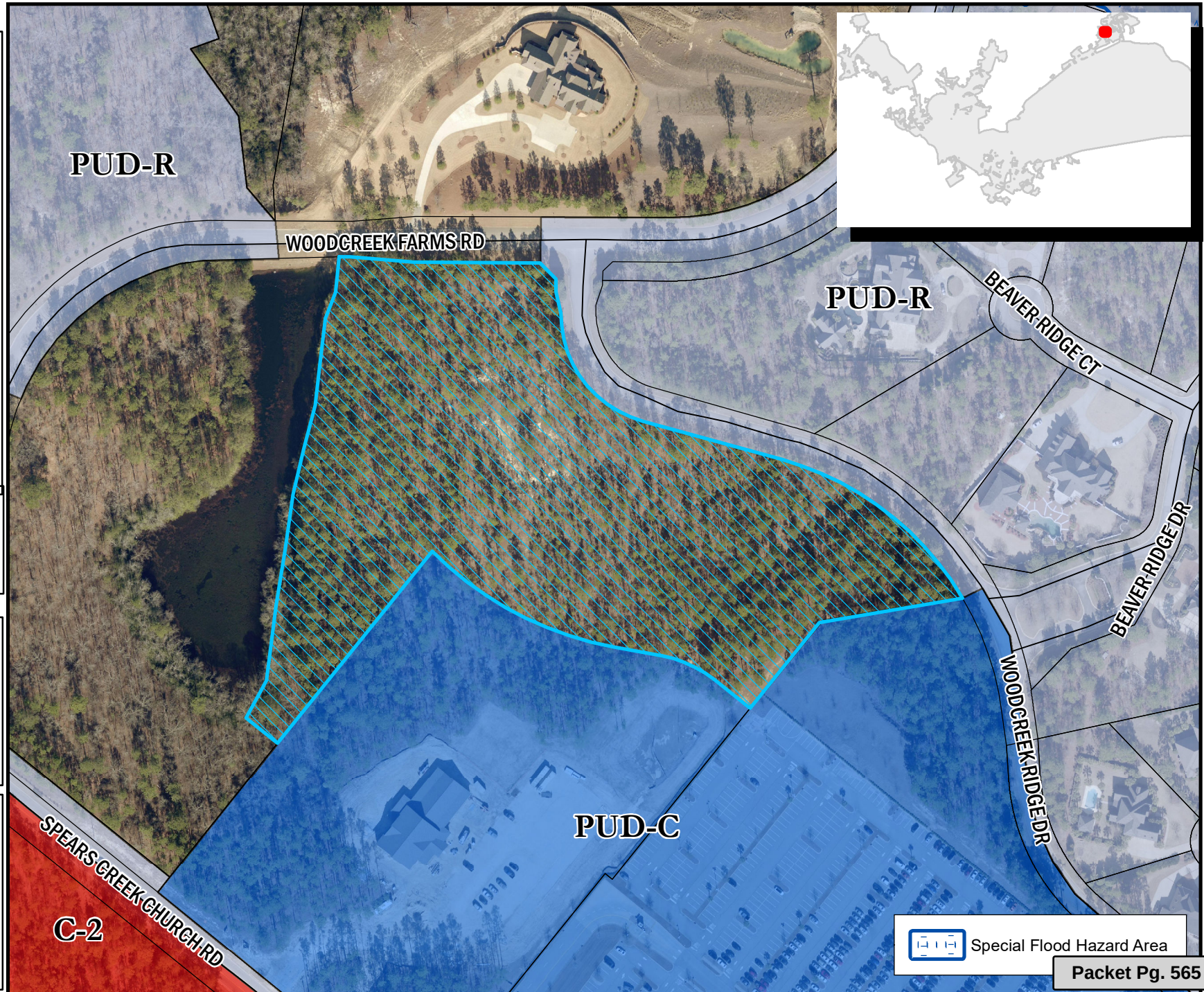
Shane Shaughnessy
September 18, 2019

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We Are Columbia



Special Flood Hazard Area

Packet Pg. 565

ORDINANCE NO.: 2019-106

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03;
annexed by Ordinance No.: 2019-090 enacted December 3, 2019*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03, filed for petition on September 17, 2019, and shall be assigned the designated future land use classification of Urban Edge Residential Small Lot (UER-1), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this __ day of _____, 2019, that 118 Woodcreek Ridge Drive; Richland County TMS# 25716-02-03, annexed into the City of Columbia by Ordinance No.: 2019-090 enacted on December 3, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 9.42 acres, and shall be assigned a land use classification of Urban Edge Residential Small Lot (UER-1).

Requested by:

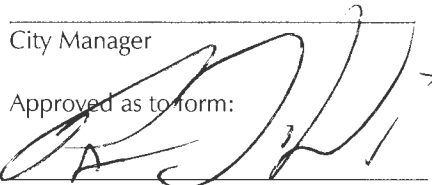
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

December 17, 2019 at 6:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY 118 Woodcreek Ridge Drive; TMS# 25716-02-03

Council District:	4	
Proposal:	Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).	
Applicant:	Cascata Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 9.42 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Urban Edge Residential Small Lot (UER-1)
 Proposed City Land Use: Urban Edge Residential Small Lot (UER-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Urban Edge Residential Small Lot (UER-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Urban Edge Residential Small Lot (UER-1).

Urban Edge Residential Small Lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.

Primary Types

- Single-family Detached

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the East and Planned Unit Development-Commercial District (PUD-C) to the South. Surrounding parcels in unincorporated Richland County are currently zoned PDD to the North and West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

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(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Planned Unit Development - Residential District (PUD-R).



Future Land Use Map

118 Woodcreek Ridge Drive, TMS# 25716-02-03,
Interim FLU: UER-1, Proposed FLU: UER-1

48.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
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- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



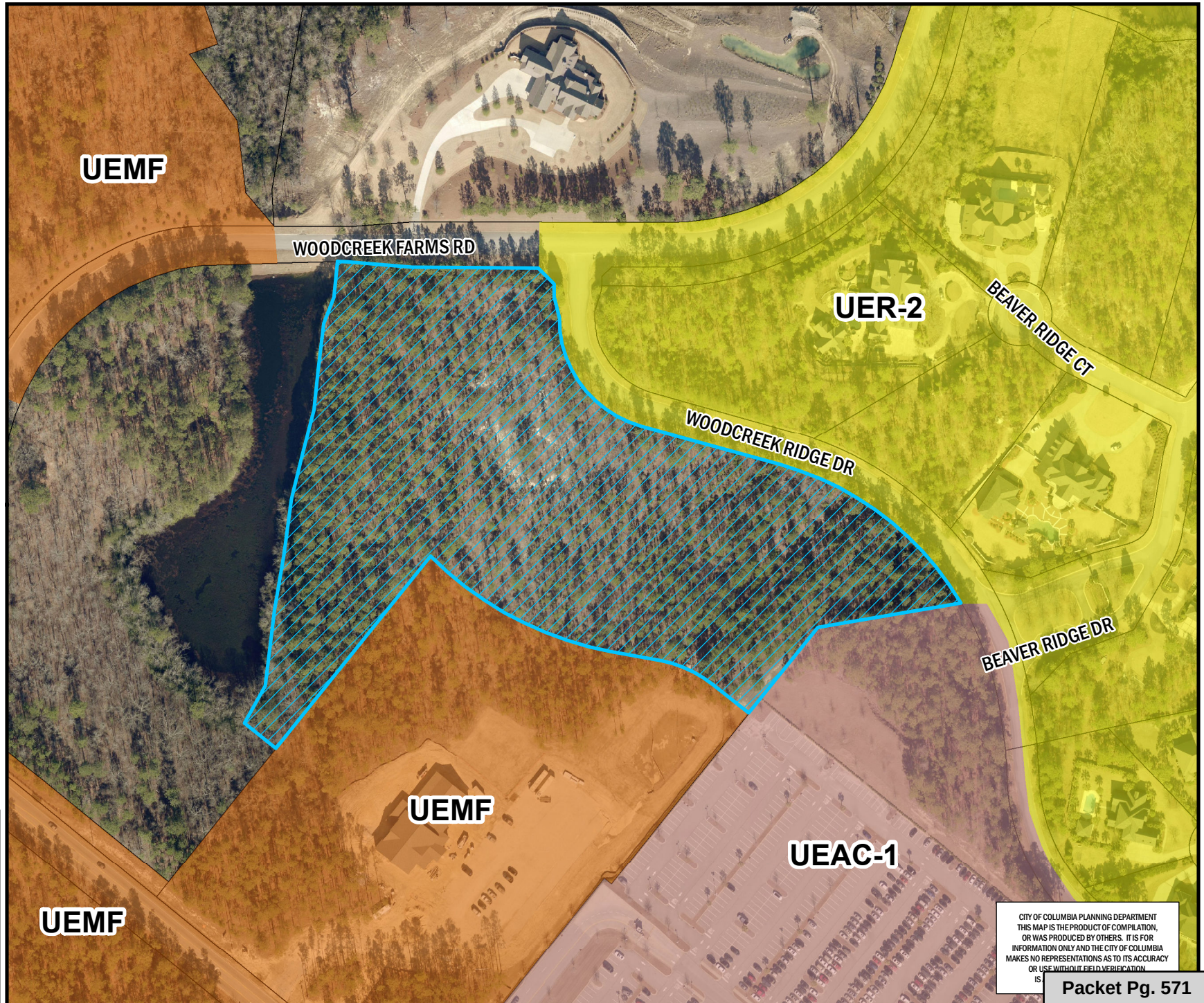
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ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



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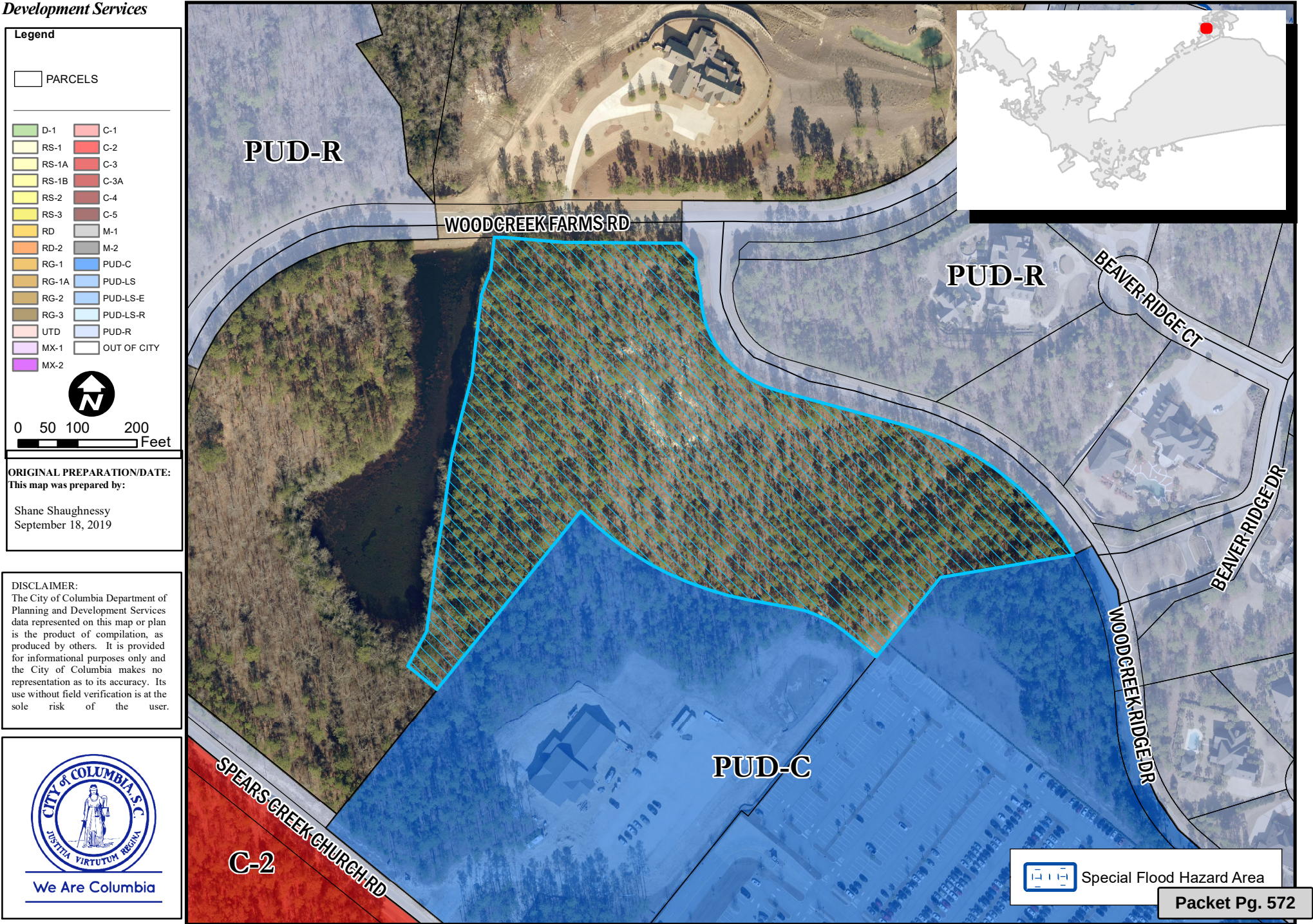
Packet Pg. 571

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

118 Woodcreek Ridge Drive, TMS# 2548.a
Interim Zoning: PUD-R, Proposed Zoning: PUD-R





CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

FUTURE LAND USE MAP CONFIRMATION AMENDMENT CASE SUMMARY

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Council District:	4	
Proposal:	Request to affirm land use classification of Neighborhood Activity Corridor (AC-1) following annexation of the property. The property currently has interim classification of Neighborhood Activity Corridor (AC-1).	
Applicant:	PD Limited, LLC and Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Interim Land Use & Interim Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.08 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Neighborhood Activity Corridor (AC-1)
 Proposed Land Use: Neighborhood Activity Corridor (AC-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

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The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Neighborhood Activity Corridor (AC-1).

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk, and typically consist of a limited collection of commercial and service uses.

Primary Types

- Small Format Business/Employment (excl. Flex)
- Small Multi-family Mixed-use

Secondary Types

- Civic/Institutional
- Multi-family Small and Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, East, and South. Surrounding parcels in unincorporated Richland County are currently RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

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STAFF RECOMMENDATION

Staff recommends City Council adopt an ordinance to amend Chapter 8.23 of *The Columbia Plan: 2018* – Future Land Use Map to affirm the assignment of Neighborhood Activity Corridor (AC-1) for the property.



Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Current Interim FLU: AC-1, Proposed FLU: AC-1

49.a

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UCMR-3 - Urban Core Mixed Residential-3
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
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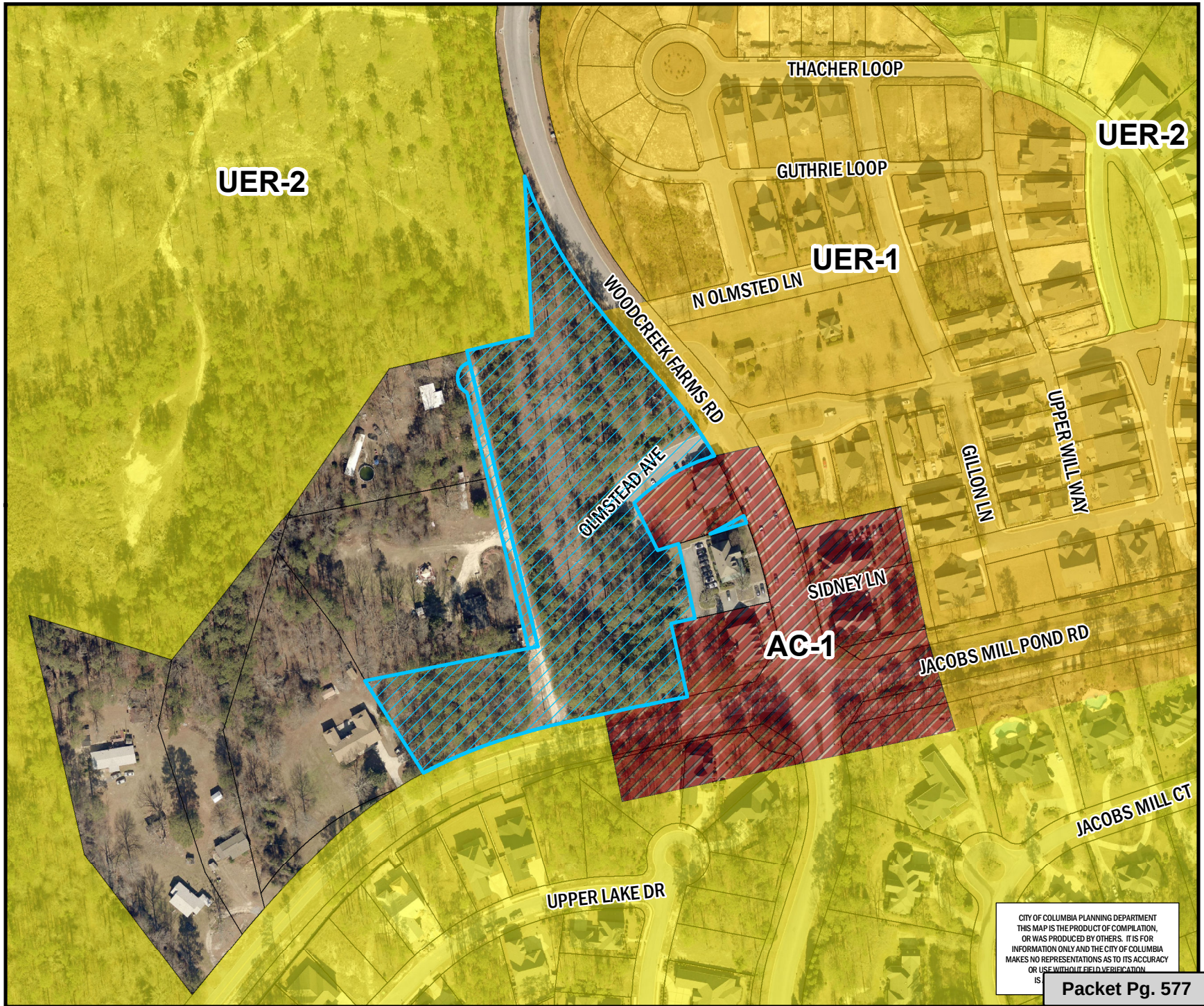
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Packet Pg. 577

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Current Interim Zoning: PUD-R, Proposed Zoning: PUD-R

49.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



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Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 18, 2019

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We Are Columbia



Packet Pg. 578

ORDINANCE NO.: 2019-105

*Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include
4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road;
Richland County TMS# 25800-03-47 and 25800-03-28;
annexed by Ordinance No.: 2019-088 enacted December 3, 2019*

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

WHEREAS, City Council approved Ordinance No.: 2008-085 on October 1, 2008 adopting the City of Columbia Comprehensive Plan 2018 in accordance with the South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code); and,

WHEREAS, City Council approved Ordinance No.: 2015-014 on February 17, 2015 amending the City of Columbia Comprehensive Plan 2018 deleting the "Existing and Future Land Use Components of the Physical Area Development Element of The Columbia Plan: 2018" and replaced it with "Plan Columbia Land Use Plan Putting the Pieces in Place", along with all the maps and policies contained therein; and,

WHEREAS, 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS# 25800-03-47 and 25800-03-28, filed for petition on September 16, 2019, and shall be assigned the designated future land use classification of Neighborhood Activity Corridor (AC-1), and the Future Land Use Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2019, that 4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; Richland County TMS# 25800-03-47 and 25800-03-28, annexed into the City of Columbia by Ordinance No.: 2019-088 enacted on December 3, 2019, shall be incorporated into Plan Columbia Land Use Plan Putting the Pieces in Place adopted by Ordinance No.: 2015-014 on February 17, 2015. This property shall be apportioned to City Council District 4, Census Tract 114.07, contains 5.08 acres, and shall be assigned a land use classification of Neighborhood Activity Corridor (AC-1).

Requested by:

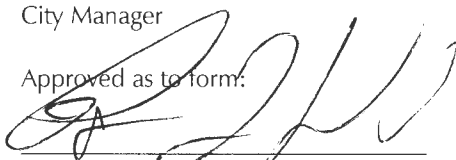
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ZONING MAP AMENDMENT CONFIRMATION CASE SUMMARY

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms Road; TMS# 25800-03-47 and 25800-03-28

Council District:	4	
Proposal:	Request to confirm zoning of Planned Unit Development - Residential District (PUD-R). The property currently has interim zoning of Planned Unit Development - Residential District (PUD-R).	
Applicant:	PD Limited, LLC and Woodcreek Development, LLC	
Staff Recommendation:	Annex, Assign Interim Land Use and Interim Zoning	Approval
PC Recommendation:	10/07/19; Annex, Assign Land Use & Zoning	Approval (7-0)
Annexation, 1 st Reading:	11/25/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Annexation, 2 nd Reading:	12/03/19: Annex, Assign Interim Land Use and Interim Zoning	Pending
Comp Plan Amendment: 1 st Reading	12/17/19: Confirmation of Land Use Classification	Pending
Comp Plan Amendment: 2 nd Reading	01/07/20: Confirmation of Land Use Classification	Pending
Zoning Amendment: 1 st Reading	12/17/19: Zoning Confirmation	Pending
Zoning Amendment: 2 nd Reading	01/07/20: Zoning Confirmation	Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.08 acres
 Current Use: Vacant
 Proposed Use: Residential
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole
 Current Interim Land Use: Neighborhood Activity Corridor (AC-1)
 Proposed City Land Use: Neighborhood Activity Corridor (AC-1)
 Current Interim Zoning: Planned Unit Development-Residential District (PUD-R)
 Proposed City Zoning: Planned Unit Development-Residential District (PUD-R)
 Census Tract: 114.07

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services.

Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for

specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Neighborhood Activity Corridor (AC-1) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned an interim future land use of Neighborhood Activity Corridor (AC-1).

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk, and typically consist of a limited collection of commercial and service uses.

Primary Types

- Small Format Business/Employment (excl. Flex)
- Small Multi-family Mixed-use

Secondary Types

- Civic/Institutional
- Multi-family Small and Medium
- Single-family Attached

Tertiary Types

- Cemeteries & Mausoleums
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property has been assigned an interim zoning of Planned Unit Development-Residential District (PUD-R). Surrounding parcels within the City of Columbia are currently zoned Planned Unit Development-Residential District (PUD-R) to the North, East, and South. Surrounding parcels in unincorporated Richland County are currently RU to the West.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District (PUD-R).

Planned Unit Development-Residential District (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends City Council confirm the zoning of Planned Unit Development - Residential District (PUD-R).



Future Land Use Map

Department of Planning & Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Interim FLU: AC-1, Proposed FLU: AC-1

50.a

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UEAC-3 - Urban Core Regional Activity Center
- UEAC-4 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



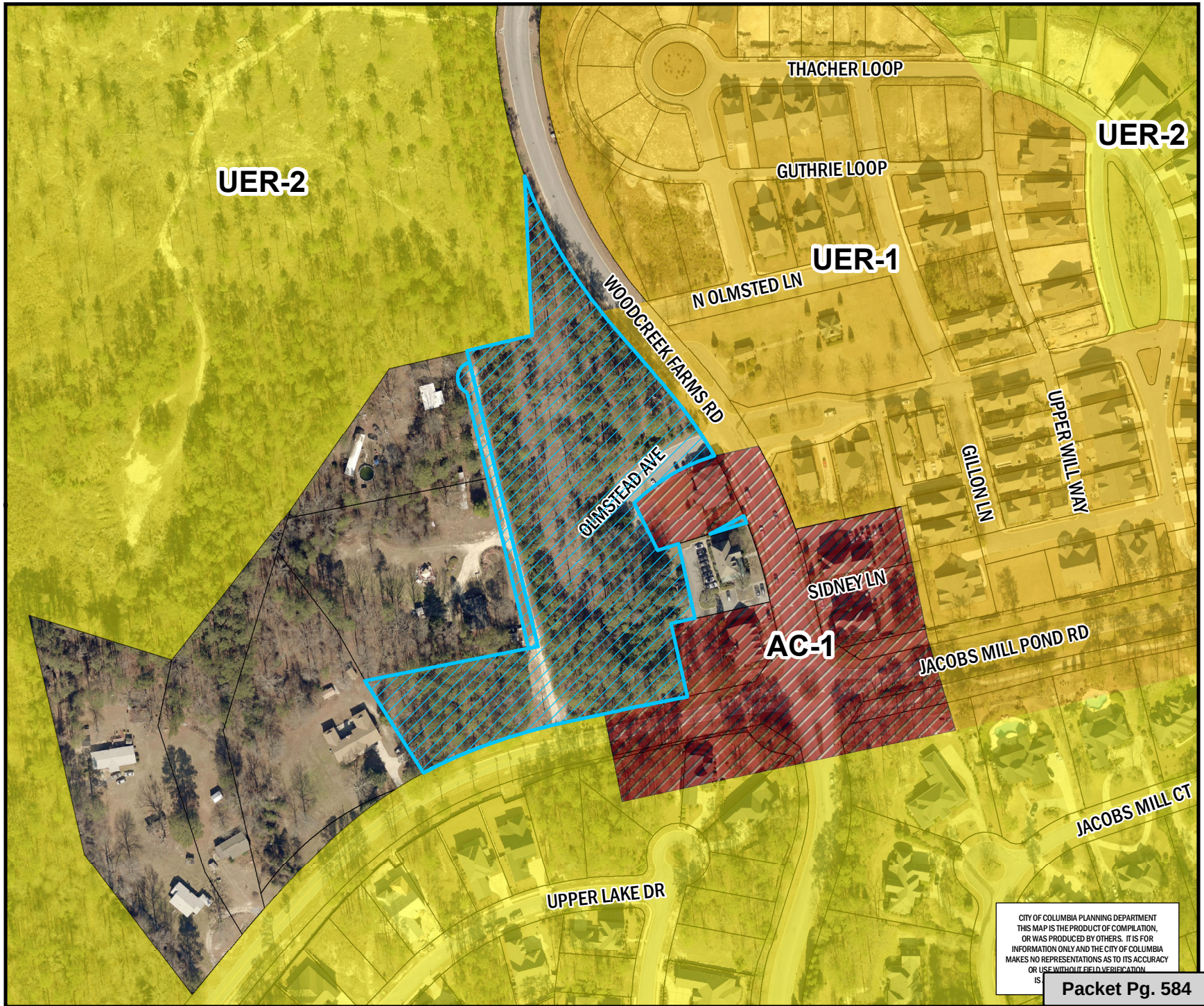
0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 19, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 584

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

4.91 acres Woodcreek Farms Road and +/- 0.17 acres W/S Woodcreek Farms
TMS# 25800-03-47 and 25800-03-28;
Interim Zoning: PUD-R, Proposed Zoning: PUD-R

50.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
September 18, 2019

DISCLAIMER:

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



We Are Columbia



Packet Pg. 585

ORDINANCE NO.: 2019-074

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and Professional Licenses, Sec. 11-32, Definitions; Sec. 11-36, Deductions from gross income; exemptions; determination of classification; and Sec. 11-41 Assessments

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 11, Licenses, Permits and Miscellaneous Business Regulations, Article II, Business and professional Licenses, Sec. 11-32, Definitions, Sec. 11-36, Deductions from gross income; exemptions; determination of classification; and Sec. 11-41 Assessments, are amended to read as follows:

Sec. 11-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boardinghouse and roominghouse mean any dwelling, other than a hotel or motel, in which more than three persons who are not members of the owner's or operator's family are housed or lodged in rooms used or intended to be used for living and sleeping but not for cooking or eating purposes, for compensation, with or without meals being provided. Any dwelling in which such accommodations are offered in ten or more rooms shall be considered to be a hotel or motel.

Business means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. A charitable organization shall be deemed a business unless the entire proceeds of its operation are devoted to charitable purposes.

Charitable purpose means any purpose described in Section 501(c)(3) of the Internal Revenue Code, or any benevolent, philanthropic, patriotic, or eleemosynary purpose which does not result in personal gain to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization. A charitable organization shall be deemed a business subject to a license tax unless the entire net proceeds of its operation, after necessary expenses, are devoted to charitable purposes. Compensation in any form to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Gross income means the total gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected by the business excepting income from business done wholly within the municipality, excepting therefrom income earned outside of the county municipality on which a license tax is paid by the business to some other city municipality or a county and fully reported to the city or county municipality. The term "gross receipts" Gross income for agents means the value proceeding or accruing from the sale of tangible personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without any deduction on account of the cost of the property sold, the cost of materials used, labor or service cost, interest paid, or any other expenses whatsoever and without any deductions on account of losses gross commissions received or retained, unless otherwise specified. Gross income for insurance companies means gross premiums collected written. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds which are the property of a third party. The gross income value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified

by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance Commission, or other government agency agencies.

Person means any individual, firm, partnership, cooperative nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

Religious purpose means a church, synagogue, mosque, or other congregation organized for the purpose of divine worship, and integrated auxiliaries of them, or a religious organization determined by the Internal Revenue Service to be a tax exempt organization that is not required to file Internal Revenue Service Form 990, Form 990-EZ, or Form 990-N based on its religious classification. "Integrated auxiliaries", as used in this subsection, include men's or women's organizations, seminaries, mission societies, and youth groups affiliated with a church, synagogue, mosque, or other congregation organized for the purpose of divine worship.

Sec. 11-36. Deductions from gross income; exemptions; determination of classification.

(a) No deductions from gross income shall be made by businesses subject to this article except for income from business done wholly outside of the city on which a license tax is paid to some other municipality or a county, or income which cannot be taxed pursuant to state law. The applicant for a license under this article shall have the burden to establish the right to a deduction by satisfactory records and proof.

(b) No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the city, unless exempted by state or federal law. The license inspector shall determine the appropriate classification for each business. No person shall be exempt from this article by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of the liability for the payment of any other tax by reason of the application of this article.

(c) A Charitable organizations which have exemptions from state and federal income taxes shall be exempt from a the business license tax only in cases where the sponsors, organizers, directors, trustees, or persons who exercise ultimate control of the organization receive no part of the proceeds of operation, and all proceeds are devoted to charitable purposes as defined by this ordinance and by Section 501(c)(3) of the Internal Revenue Code. Payment of necessary costs of operation and wages to non-management employees will not disqualify a charitable organization from exemption. fee on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any for-profit affiliate of a charitable organization, that receives income from for-profit activities, or unrelated business income, shall be deemed a business subject to a business license fee on the part of its gross income from such for-profit activities or unrelated business income.

A charitable organization shall be deemed a business subject to a business license fee on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee or person with ultimate control of the organization shall not be deemed a necessary expense of operation. Any business venture beyond the benevolent, philanthropic, patriotic, or eleemosynary purpose of the otherwise charitable organization shall be deemed a business subject to the business license fee.

(d) A religious organization shall be exempt from the business license fee including all activities as it relates to evangelism, preaching, house-to house distribution of religious literature and the solicitation of

contributions for religious purposes. Any school or educational center operated by a religious organization as an extension of religious outreach is also exempt. Any business venture not solely for the purpose of spreading religious beliefs shall be deemed a business subject to a business license fee.

Sec. 11-41. Assessments.

When any person shall have failed to obtain a business license or to furnish the information required by this article or the license inspector, the license inspector shall proceed to examine the records of the business or any other available records as may be appropriate and to conduct investigations and statistical surveys as he may deem appropriate to assess a license ~~tax~~ fee and penalties as provided in this article. A notice of assessment shall be served by certified mail, and an application for adjustment of the assessment may be made to the license inspector within five days after the notice is mailed or the assessment will become final. The license inspector shall establish by regulation the procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment. A final assessment may be appealed to the city council only by payment in full of the assessment under protest within five days and the filing of a written notice of appeal within ten days after payment pursuant to the provisions of this article relating to appeals to the city council.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-097

*Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park
(B-6 Benet Horger LLC, portions of Richland County TMS #R09113-16-03
and TMS R11501-02-01)*

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, the project to be undertaken by B-6 Benet Horger LLC, a South Carolina Limited Liability Company (the "Developer"), is a portion of a mixed-use commercial real estate development, including fair market rate housing, but which will not include student housing or private dormitories, on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$45,000,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this __ day of December, 2019 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.

2. The County's approval, execution and delivery of the Credit Agreement related to the Property.

3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the approved tax credit will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-097
EXHIBIT A
PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, including air rights, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and within the following two parcels, to-wit:

Parcel C-6 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated September 4, 2018 and recorded September 27, 2018 in the Office of the Register of Deeds for Richland County in Book 2338, at page 2806. Said property containing 1.62 Acres, and being described as follows: Commencing at a #5 rebar found in the southern quadrant of the Boyce Street and Freed Street intersection; said #5 rebar found is the Point of Beginning; thence running in a southeasterly direction S19007'17"E along the Boyce Street westerly right-of-way for a distance of 302.96 feet to a #5 rebar set on said right-of-way; thence turning and running in a southwesterly direction S700 52'43"W along Parcel C-7 belonging to Tellus Delaware, LLC for a distance of 262.78 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19007 '17"W along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 43.35 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70056'58"E along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 34.79 feet to a P.K. Nail set; thence turning and running in a northwesterly direction N 19003 '02" W through the Williams Building and along Tract 2 of property belonging to South Carolina Department of Mental Health for a distance of 259.92 feet to a P.K. Nail set; thence turning and running in a northeasterly direction N70056'45"E along Parcel A-4 belonging to Tellus Delaware, LLC for a distance of 227 .67 feet to a #5 rebar found on the Boyce Street right-of-way in the southern quadrant of the Boyce Street and Freed Street intersection; said point being the Point of Beginning.

TMS No.: R09113-16-03 (portion of)

Parcel C-7 as shown on a Subdivision Plat prepared for Bull Street Development, LLC, by Jeffrey W. Poole, PLS NO. 18267, Davis & Floyd and dated November 15, 2017 and recorded December 20, 2017 in the Office of the Register of Deeds for Richland County in Book 2268, at page 2778. Said property containing 3.05 Acres, and being described as follows: Commencing at a #5 rebar found at the southwesterly end of the right-of-way of Saunders Street at its corner with property belonging to South Carolina Department of Mental Health and proceeding N19o03'15"W 72.00 feet to the Point of Beginning; thence running in a southwesterly direction S70o52'43"W along property belonging to South Carolina Department of Mental Health for a distance of 268.84 feet to a #5 rebar set; thence turning and running northwesterly direction N19o07'17"W along property now or formerly belonging to South Carolina Department of Mental Health for a distance of 465.62 feet to a #5 rebar set; thence turning and running in a northeasterly direction N70o52'43"E along Parcel C-6 belonging to BullStreet Retail, LLC for a distance of 262.78 feet to a #5 rebar set; thence turning and running in a southeasterly direction S19o07'17"E along the westerly right-of-way of Boyce Street for a distance of 15.85 feet to a #5 rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S49o03'15"E for a distance of 49.17 feet to a #5 rebar found; thence continuing along the right-of-way of Boyce Street in a southeasterly direction S19o03'15"E for a distance of 407.20 feet to a #5 rebar found on the Boyce Street right-of-way in the western quadrant of the Boyce Street and Saunders Street intersection; said point being the Point of Beginning.

Further described as Lots 2, 4 (including references to divisions A-G), and Bridge as shown on a Summary Plat of seven (7) pages, entitled Bull Street Subdivision prepared for BullStreet Retail, LLC, by Site Design, Inc. and dated November 1, 2019.

TMS No.: R11501-02-01 (portion of)

**AMENDED AND RESTATED MASTER AGREEMENT
GOVERNING THE
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
BETWEEN**

**RICHLAND COUNTY, SOUTH CAROLINA
AND
FAIRFIELD COUNTY, SOUTH CAROLINA**

DATED AS OF SEPTEMBER 1, 2018

**PREPARED BY:
PARKER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-253-8917**

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK ("PARK") IS EXEMPT FROM *AD VALOREM* TAXES. THE OWNERS OR LESSEES OF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK ARE OBLIGATED INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO MAKE PAY AN AMOUNT EQUIVALENT TO THE TAXES OR OTHER IN-LIEU-OF PAYMENT THAT WOULD HAVE BEEN DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK EXCEPT FOR THE EXEMPTION PROVIDED BY THE STATE CONSTITUTION.

THE PAYMENTS DUE ON THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK MAY BE LOWER THAN THE OTHERWISE PAYABLE *AD VALOREM* TAX IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE IN-LIEU-OF TAXES ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY OR IS THE BENEFICIARY OF A SPECIAL SOURCE REVENUE OR INFRASTRUCTURE CREDIT. THEREFORE, WHEN PREPARING THE ANNUAL BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE ENSURE THAT ALL APPLICABLE INCENTIVES HAVE BEEN APPLIED AND CORRECTLY CALCULATED, INCLUDING THE USE OF A REDUCED ASSESSMENT RATIO AND ALTERNATE MILLAGE RATES.

ONCE A BILL HAS BEEN PAID BY AN OWNER OR LESSEE OF REAL OR PERSONAL PROPERTY LOCATED IN THE PARK, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE PAYMENTS ARE TO BE DISTRIBUTED BETWEEN RICHLAND AND FAIRFIELD COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES WITHIN EACH COUNTY. THE COUNTIES ARE PERMITTED BY LAW TO DISTRIBUTE THE PAYMENTS AMONG THE TAXING ENTITIES IN A MANNER AND PROPORTION DIFFERENT THAN THE *AD VALOREM* TAX REVENUES WOULD HAVE BEEN DISTRIBUTED IF THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK WERE TAXABLE.

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THIS AMENDED AND RESTATED MASTER AGREEMENT, (“*Agreement*”) effective as of the 1st day of September 2018 (“*Effective Date*”) by and between Richland County, a political subdivision of the State of South Carolina (“*Richland*”); and Fairfield County, a political subdivision of the State of South Carolina (“*Fairfield*,” together with Richland, “*Counties*,” each, a “*County*”), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “*Act*”).

RECITALS:

WHEREAS, in accordance with the authority granted to the Counties by the Act and in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the “*Park*”) and entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (“*Prior Agreement*”) which governed the operation of the Park; and

WHEREAS, the Counties desire to restate and amend the Prior Agreement in whole by entering into this Agreement; and

WHEREAS, the Counties further desire for this Agreement to govern the operation of the Park as of the Effective Date.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

ARTICLE I PARK BOUNDARIES

Section 1.01. *Park Boundaries.* The Park consists of two phases. Phase I consists of the real property identified on Exhibit A and all personal property located on such real property or otherwise identified on Exhibit A. Phase II consists of the real property identified in Exhibit B and all personal property located on such real property or otherwise identified on Exhibit B.

Section 1.02. *Modification of Park Boundaries.*

(a) The Counties may enlarge the boundaries of the Park from time to time to include additional real or personal property. To enlarge the boundaries of the Park, the County in which the real or personal property to be included in the Park is located (“*Host County*”) shall adopt a resolution or ordinance authorizing the inclusion of such additional property in the Park. The Agreement is automatically amended to reflect the enlargement of the Park’s boundaries without further action by the governing bodies of either County on delivery of written notice to the non-Host County (“*Companion County*”) of the inclusion of the additional real or personal property in the Park. The written notice shall include a copy of the resolution or ordinance approving the inclusion of the property in the park, a description or identification of the property included in the Park, and a designation of the phase in which the Host County has located the additional property.

(b) The Counties may diminish the boundaries of the Park from time to time to remove real or personal property from the Park. To diminish the boundaries of the Park, the Host County and the Companion County shall each adopt a resolution or ordinance authorizing the removal of property from the Park. The Agreement is automatically amended to reflect the diminishment of the Park’s boundaries once each County has adopted its approving resolution or ordinance. Each County shall deliver a copy of its resolution or ordinance approving the diminishment of the boundaries of the Park to the other County.

(c) The Counties may relocate property included in the Park from one phase to the other phase from time to time. To move property from one phase to the other phase, the Host County shall adopt a resolution or ordinance authorizing the relocation of the property. The Agreement is automatically amended to reflect the relocation of property from one phase to the other without further action by the governing bodies of either County on delivery of written notice to the Companion County of the relocation of property from one phase to the other phase. The written notice shall include a copy of the resolution or ordinance authorizing the relocation of the property and a description or identification of the property relocated from one phase to the other.

(d) Each County shall annually update Exhibit A and Exhibit B to reflect the inclusion, removal from or relocation of any property in the Park for which the County is the Host County and deliver the updates to the Exhibits to the Companion County in accordance with Section 3.04 of this Agreement. The initial Exhibit A and Exhibit B attached to this Agreement reflect the property located in the Park as of Effective Date.

ARTICLE II TAX STATUS; PAYMENTS IN-LIEU-OF TAXES

Section 2.01. *Constitutional Exemption from Taxation.* The Counties acknowledge that under the provisions of the Act, all real and personal property located in the Park is exempt from all *ad valorem* taxation.

Section 2.02. *Payment in-Lieu-of Taxes.*

(a) The owners or lessees of any property situated in the Park shall pay an amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park (“**PILOT**”).

(b) The amount of the annual PILOT may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with the Host County pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), “**Negotiated PILOT**”). In either case, the terms of the agreement between the owner or lessee of the property and the Host County with respect to the Negotiated PILOT governs the calculation of the annual PILOT due with respect to the property located in the Park.

ARTICLE III SHARING OF EXPENSES AND REVENUES OF THE PARK

Section 3.01. *Expense Sharing.* The Counties shall share the expenses relating to the Park, which may include expenses relating to the development, operation, maintenance and promotion of the Park. For the property comprising the Park for which Fairfield is the Host County, Fairfield shall bear 100% of the expenses of such portion of the Park. For the property comprising the Park for which Richland is the Host County, Richland shall bear 100% of the expenses of such portion of the Park. The Counties shall negotiate on a case-by-case basis the sharing of any other expenses that may arise from the Park.

Section 3.02. Revenue Sharing Between Richland and Fairfield.

(a) The Counties shall share all of the revenues received from the PILOT or Negotiated PILOT due with respect to the real and personal property located in the Park ("**Revenues**").

(b) With respect to Phase I of the Park: (i) for Revenues received from property for which Fairfield is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall remit 5% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 5% of such Revenues remaining to Fairfield as the Companion County.

(c) With respect to Phase II of the Park: (i) for Revenues received from property for which Fairfield, the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Fairfield shall 1% of such Revenues remaining to Richland as the Companion County, and (ii) for Revenues received from property for which Richland is the Host County, after reimbursing itself for expenditures made to attract to and locate any particular property in the Park, Richland shall remit 1% of such Revenues remaining to Fairfield as the Companion County.

Section 3.03. Distribution of Revenues Within Each County.

(a) For Revenues received as the Companion County pursuant to Sections 3.02(a) and (b) above ("**Companion County Revenues**"), Fairfield elects to retain all of the Companion County Revenues and Richland elects to deposit all of the Companion County Revenues in the "Richland County Industrial Park Fund" ("**Fund**").

(b) For the Revenues received as Host County and remaining after distribution to the Companion County pursuant to Section 3.02(a) and (b) above ("**Residual Host Revenues**"), Fairfield elects to retain the Residual Host Revenues and Richland elects to distribute the Residual Host Revenues as follows:

- (i) for Residual Host Revenues received from real and personal property located in the Pineview Industrial Park, as designated on Schedule I to this Agreement ("**Pineview Property**");

FIRST 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

SECOND 10% of the Residual Host Revenues shall be remitted to the City of Columbia ("**City**") as payment for providing water and sewer services to the Pineview Property in accordance with the terms of the Intergovernmental Agreement dated as of May 26, 2015, between the City and Richland; and

THIRD the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according millage, to the taxing entities, including Richland, that would otherwise, at the time the Pineview Property was included in the Park, be eligible to levy millage on the Pineview Property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro-rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(ii) for all other Residual Host Revenues:

FIRST 7% of the Residual Host Revenues shall be deposited to the Fund if the property is subject to a Negotiated PILOT dated on or after January 1, 2009;

SECOND the remainder of the Residual Host Revenue shall be distributed, on a pro-rata basis according to millage, to the taxing entities, including Richland, that would otherwise, at the time the property was included in the Park, be eligible to levy millage on the property if such property were not located in the Park. Any Residual Host Revenue distributed to a school district pursuant to the foregoing sentence shall be further divided on a pro rata basis according to the operating and debt service millage levied by or collected on behalf of the school district.

(c) Either County may unilaterally amend the distribution scheme applicable to its Residual Host Revenues by adopting a resolution or ordinance authorizing the amendment. The Agreement is automatically amended to reflect the amendment to the distribution scheme without further action by the governing bodies of either County on delivery of written notice to the Companion County of the amendment. The written notice shall include a copy of the ordinance approving the amendment.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, commencing July 15, 2018, each County shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time. The report shall also include the annual updates to the Exhibits described in Section 1.02(d).

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the Counties and to each of the taxing entities within the Counties must be identical to the percentage of Revenues and Residual Host Revenues received by each County and taxing entity in the preceding fiscal year.

Section 4.03. Records. Each Host County covenants and agrees that, on request by the Companion County, the Host County will provide copies of the records of the annual levy, bills and Revenues for the property located in the Park for which it is the Host County as such records became available in the normal course of the Host County's procedures.

Section 4.04. Applicable Law. In order to avoid any conflict of laws or ordinances between the Counties, the ordinances of the Host County will be the applicable regulations or laws governing the property comprising the Park for which such County is the Host County. Nothing herein shall be construed to supersede any state or federal law or regulation. The Host County may adopt restrictive covenants and land use requirements with respect to the property comprising the Park for which such

County is the Host County. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 4.05. *Consent by the City and Other Municipalities.* In accordance with the Act, the City, by City Ordinance No. 2018-066, has consented to the location of the property within the City's geographical boundaries in the Park as described on the Exhibits as of the Effective Date. In connection with the enlargement of the Park's boundaries pursuant to Section 1.02(a), the Host County shall obtain the consent of a municipality prior to locating any property in the Park that is situated within such municipality's geographical boundaries.

Section 4.06. *Law Enforcement.* The Sheriff's Department for the Host County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in the Host County and fire, sewer, water and EMS service for the property comprising the Park for which such County is the Host County will be provided by the applicable service district or other political unit within the Host County.

Section 4.07. *Binding Effect of Agreement.* This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 4.08. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.09. *Complete Agreement: Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendments provided for in Article I and Section 3.03(c) above, this Agreement may be amended on the adoption of an ordinance by the governing bodies of Richland and Fairfield.

Section 4.10. *Counterpart Execution.* This Agreement may be executed in multiple counterparts.

Section 4.11. *Termination.* Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By:

Jane Dickerson
Council Chair

Attest:

[Signature]
Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By:

Council Chair

Attest:

Clerk to County Council

Signature Page to Amended and Restated Master Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

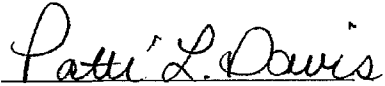
RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Council Chair

Attest: _____
Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: 
Council Chair

Attest: 
Clerk to County Council

Signature Page to Amended and Restated Master Agreement

SCHEDULE I**PINEVIEW PROPERTY**

The Pineview Property is comprised of the property located in Richland County, South Carolina represented by the following tax map numbers:

16100-02-02

16100-02-04

16100-02-16

16100-02-20

16100-03-05

16100-03-17

16200-03-01

16200-03-20

16209-01-01

EXHIBIT A
PHASE I - RICHLAND COUNTY
95/5 PROPERTIES

COMPANY NAME	TAX MAP NUMBER	COUNTY	SID
2T Properties, LLC (Real)			2671929-000-A01 (R/P)
Thermal Technologies, Inc. (Personal)	14900-01-20	Richland	2278106-001-A01 (P)
5 Tech LLC (Real)			2440836-000-A01 (R)
Colite Internal Enterprise LLC (Personal)	17200-02-15	Richland	1771844-002-A01 (P)
AEB Business Properties, LLC (Real)			2403449-000-A01 (R)
Buck Enterprises LLC (Personal)	14900-01-34	Richland	1935739-001-A01 (P)
ADF South Carolina (Real) (SMI Owen)			2125172-000-A01 (R/P) 2125172-000-S01 (R/P)
Praxair Inc (Personal)	13605-01-01; 13606-01-05	Richland	1639103-222-A01 (P)
Amcor Rigid Plastics (Real) Exeter 1080 Jenkins Bros. Exeter Property Group, L.P. PCO Carolina Pines (Real) Bauch & Lomb Inc (Personal) Coca Cola Company (Personal)	17600-02-38; 17600-01-21	Richland	1940298-001-A01 (P) 1940298-001-S01 (R/P) 1940298-001-S02 (P) 2141809-000-S01 (R/P) 1269198-002-A01 (P) 1465079-003-A01 (P)
Arum Composites, LLC	15000-02-27	Richland	
Avantech, Inc. (Tenant) (Personal) 2050 American Italian Way, LLC (Landlord) (Real Property Only)	19000-05-06	Richland	08626284 (P)
Belk, Inc. (Real/Personal) CK Columbia #1 (2000) (Real)	17600-01-22	Richland	1976366-043-D01 (P) 1976366-043-T01 (RP) 2147878-000-T01 (R)
Blue Cross/Blue Shield (1999)	14400-02-06; 14400-02-08; 25600-04-12	Richland	1274856-003-T01 (P) 1274856-005-T01 (R/P) 9999990-001-999900 (R/P)
Bose Corporation (1994 & 1996)	17500-02-17	Richland	1276566-001-A02 (P) 1276566-001-S01 (R/P)
Broad River Silagi LLC Broad River Commons (formerly APAC)	07403-04-07	Richland	
Carolina Ceramics (1999)	22804-05-06	Richland	2083052-000-A01 (P) 2083052-000-S01 (R)
Century Realty LLC (formerly PMSC/Mynd)	14900-02-01	Richland	
Coca-Cola Bottling Co.	14900-01-18; 14900-01-28	Richland	
Cohn and Cohn Investment LLC (formerly SMI-Owen)	13511-03-04	Richland	
Con Agra (formerly American Italian Pasta Company)	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland	1853693-000-S01 (R/P) 1853693-000-S02 (R/P) 1853693-000-A01 (P)
Consolidated Systems, Inc. (STAGE II) (Personal)			1302294-000-A01 (P) 1302294-000-A02 (P)
Consys SC QRS 16 66 Inc (Real)	11100-01-01; 11100-01-03	Richland	2325625-000-A01 (R)
Constantia Hueck Foils, Inc.	14900-01-26	Richland	1897025-000-A01 (R/P)
Corcoran Cola LLC Corcoran Corp. (formerly IKON/Computer Group)	17200-02-21	Richland	
ET Columbia ENG LLC	14500-03-11	Richland	
FDRL, LLC (Real)	13511-03-05 (R)	Richland	

(formerly SMI-Owen) Rhythmlink International LLC (Personal)			54070806 (P)
Forum Development LLC (formerly SMI-Owen)	13511-03-02	Richland	
Hengshi USA	16305-02-07	Richland	
Intertape Polymer Corp. (formerly: 1091 Carolina Pines property)	17600-01-17	Richland	2107875-000-S01 (R)
KEMIRA			1532233-000-A01 (P)
FinnChem USA Inc.	40900-01-07, 40900-01-08	Richland	1532233-000-S01 (R)
Koyo Corporation of USA (1994) (JTEKT)	14900-01-16	Richland	1375353-001-A01 (R/P) 1375353-001-A02 (P)
Mars Petcare US, Inc. CLF Columbia LLC	16200-06-01, 19000-05-07	Richland	2230875-000-A01 (R) 2230875-000-A02 (P) 2230875-000-S01 (R/P)
NAAR Family Partnership (formerly: Carribbits Incorporated)	25800-07-06	Richland	
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland	1404871-001-A01 (R/P) 1404871-002-A01 (R/P)
North Columbia Ventures, LLC	14900-01-19	Richland	
Empire Golf Management LLC (formerly: Northwoods Group, Inc)	14500-02-20; 14500-03-05	Richland	
Patterson, Vance M. (Real) Patterson Fan Company Inc (Personal)	14900-01-22	Richland	2088102-000-A01 (R) 1664367-001-A01 (P)
Premium Site Properties, LLC	14500-03-10, 14400-02-03	Richland	
Richland County	14900-01-02	Richland	NON-TAXABLE
Primary Health Care Association	17200-02-19	Richland	NON-TAXABLE
Pure Fishing Inc.	17200-02-23	Richland	2455767-000-D01 (R/P)
SCRA (formerly: Indus Utility Systems Inc.)	17200-02-11; 17200-02-27	Richland	
Select Comfort (1997) (Personal) Blind John LLC (Real)	04000-05-18	Richland	1939493-000-A01 (P) 2168345-000-A01 (R)
Sjolund Properties, LLC (Real) Sjolund CNC LLC (Personal) Sjolund Enterprises Inc (Personal)	14900-01-21	Richland	2484136-000-A01 (R) 2526609-001-A01 (P) 2127913-000-A01
South Carolina School Boards	14500-03-09	Richland	NON-TAXABLE
Spartan SC LLC (formerly SMI-Owen)	13511-03-03	Richland	
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland	1973218-001-A01 (P) 1973218-001-S01 (R/P) 1973218-001-S02 (R/P)
State Media	11209-02-12	Richland	1300603-003-A01 (R/P)
Store Capital Acquisitions LLC	17200-02-18	Richland	
T&N Enterprise (formerly Modine Manufacturing)	14900-01-23	Richland	
TRC Propco & Ritedose Corp.	17200-02-20; 17200-02-25	Richland	2527763-000-A01 (P) 2527763-000-S01 (R/P) 2527763-000-S02 (P) 1857711-000-A01 (P) 1857711-000-S01 (P) 1857711-000-S02 (R/P)
Tyson Prepared Food, Inc. (formerly KPR Holdings & Iowa Beef Products, Inc.)	13602-02-03, 13602-02-02	Richland	2216449-000-A01 (P) 2216449-000-S01 (R/P)
Unumprovident (UNUM/Colonial Life)	07303-04-02A	Richland	1300204-006-T01 (R/P)

			1300204-006-T02 (R/P) 1969344-000-T01 (P) 1969344-000-T02 (P) 06923616(Personal) 06923617(Personal)
Woodbridge Investments LP	14900-01-01	Richland	

PHASE I - FAIRFIELD COUNTY
95/5 PROPERTIES

COMPANY NAME	TAX MAP NUMBER	COUNTY
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

EXHIBIT B
PHASE II - RICHLAND COUNTY
99/1 PROPERTIES

COMPANY NAME	TAX MAP NUMBER	COUNTY	SID
209 Stoneridge Drive	07212-03-06	Richland	
3130 Bluff Road, LLC (Real)	13507-04-01	Richland	
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland	1973218-003-S01(R)
Affiliated Computer Services	14900-02-18	Richland	54053879 (P)
Alimex (Personal)	16202-03-03	Richland	
American Spiralweld Pipe Company	19000-05-08	Richland	204800-000-A01(P) 204800-000-S01(R/P)
Blue Atlantic Columbia, LLC	11406-13-03, 11406-13-04; 11406-13-01; 11406-13-02	Richland	
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland	
Bottling Group, LLC	11814-01-05; 11814-01-04; 11814-01-07; 11814-01-02; 11814-01-08	Richland	
Browning Office Investment, LP	06013-01-25	Richland	
Cappemini US LLC	11501-01-06	Richland	
Charter NEX	17600-01-33 (portion)	Richland	
Cellco Partnership & VW12 Columbia SC LLC (Personal) (Gladstone Commercial) (Real) (Verizon)	25700-05-01	Richland	1861656-023-T01(R/P) 2361683-001-T01 (R)
Century Capital Group, LLC (formerly Verizon Wireless/Bell Atlantic)	14005-08-02	Richland	
CD/Park 7 Columbia SC Owner LLC	08914-16-02	Richland	
CD Park 7 Columbia SC High Rise Owner LLC	08916-09-07; 08916-09-08, 08916-09-09, 08916-09-10	Richland	
China Jushi USA Corporation	16200-03-01; 16209-01-01; 16200-03-20	Richland	
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland	2744379-000-A01(R) 2744379-000-S01 (R/P) 59000635 (P)
Dominion Carolina Gas Transmission, LLC	07309-02-06	Richland	
FedEx Ground Packaging System, Inc.	16202-01-02	Richland	
Forest Hills Partners, LP	25800-01-07	Richland	
FN America, LLC	25800-07-01	Richland	
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland	
Gerald L. Stimple	25800-01-01	Richland	
Icon Columbia SC LLC		Richland	
International Paper, Inc.	41300-01-03; 39000-04-01; 41400-01-01	Richland	1361043-066-A01(R/P) 1361043-066-S01(P) 1361043-066-S02(R/P) 1361043-066-S03(R/P)
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland	
Kirco Carolina Pines, Inc.	17600-01-34;	Richland	
Koyo Corporation of USA	15005-01-02		
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland	2306744-001-S01(R/P) 1618927-001-T01(R/P)

			1618927-001-T02(P) 1618926-001-T01(P) 54035355 (P)
Metso Mineral	22910-01-02	Richland	1523986-000-A01 (P)
Midlands Technical College	14500-02-24	Richland	NON-TAXABLE
Pineview 48	16200-06-03	Richland	
PTI Plastic & Rubber Gasket Inc.	25800-07-08	Richland	2696885-000-A01
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland	NON-TAXABLE
Richland County (Pineview Site)	16100-02-20; 16100-02-02; 16100-02-04; 16100-03-17; 16100-02-16; 16100-03-05	Richland	NON-TAXABLE
Richland County (Carolina Pines Site)	17600-01-33 (Portion)	Richland	
Seibels Services Group, Inc.	11402-12-14	Richland	
Sensor Electronic Technology, Inc.	16306-07-03	Richland	
South Pills, LLC (Real)			03200250 (Personal)
South University (Personal)	17200-02-24 (Real)	Richland	
Spirit SPE Columbia, LLC (formerly Verizon Wireless/Bell Atlantic Mobile)	13908-04-36		
SYSCO Food Services	19000-01-01	Richland	2115071-001-T01(R/P)
			1259920-000-A01(R) 1259920-000-S01(R/P) 1259920-000-S02(R)
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland	
	08915-14-05; 08915-14-03; 08914-13-02; 08914-13-03; 08915-13-02; 08915-13-07; 08915-13-06; 08915-13-01; 08915-14-02	Richland	
Trea Greene Crossing, LLC			
	08814-01-07; 08716-01-01 08716-01-06; 08814-01-01 08814-01-03; 08814-01-04 08814-01-06; 08814-02-05 08814-02-06; 08814-02-07; 08814-02-09; 08814-02-10; 08815-02-13; 08815-02-14; 08815-03-01; 08815-03-08; 08815-03-09; 08815-03-10; 08815-03-11; 08815-03-12; 08815-03-13; 08815-03-14; 08815-04-10; 08815-05-01; 08815-06-01; 08816-10-04; 11201-02-16; 11202-17-07; 11202-17-09; 06500-01-03; 06500-01-13; 90000-18-01	Richland	2001890-028-A01(P) 2001890-029-A01(R/P)
Vulcan Construction Materials, L.P.			
Westinghouse Electric Company, LLC	18600-01-02	Richland	2017168-000-A01(R/P) 2017168-000-A02 (P)
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland	W9930736
Woodbridge Investments LP	14900-01-33	Richland	

PHASE II - FAIRFIELD COUNTY
99/1 PROPERTIES

COMPANY NAME	TAX MAP NUMBER	COUNTY
AEC Pellet 1 USA LLC	071-04-02-016-000; 071-00-00-027; 071-00-00-028; 071-00-00-029	Fairfield
Bomag Amercias, Inc.	184-00-00-096-000, 184-00-00-060-000	Fairfield
Element TV, LP		Fairfield
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Enor Corporation Enor Corporation SC, LLC	145-03-02-015-000	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield

ORDINANCE NO.: 2019-083

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-154 Extended payment option, is amended to read as follows:

Sec. 23-154. Extended payment option.

At the time of application for a water and/or sewer service connection, applicant may elect to pay the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee in full or pay the fee, or any portion thereof, in forty-eight (48) equal monthly installments with a fixed annual interest rate thereon. The fixed annual interest shall be the interest rate charged for all monthly installments set forth in the Water Installation Fee Agreement and/or the Sewer Tap and Plant Expansion Fee Agreement entered into during that fiscal year. The interest rate shall be calculated for each fiscal year as equal to the prime rate as listed in the first edition of the Wall Street Journal published in the month of May which precedes the upcoming fiscal year ~~plus 2.5 percentage points~~. The monthly payments for the water tap and meter installation fee and/or the sewer tap fee and plant expansion fee shall be added to and collected with the monthly water and/or sewer bill for the property to be served commencing with the first water and/or sewer bill, and shall be collected in the same manner as any other water and/or sewer charges by the City of Columbia. In the event of the sale of the property being served by the water and/or sewer connection, the unpaid portion of the fees subject to the extended payment in accordance with this section shall be immediately due and payable unless Purchaser(s) assume the extended payment obligation at closing. Unless Purchaser(s) apply for transfer of service and/or assume or pay in full the unpaid extended payment, no further water and/or sewer service shall be provided to such property.

Requested by:

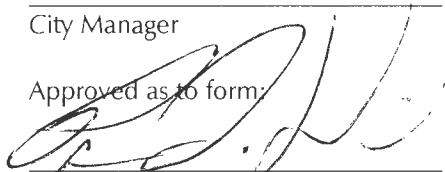
Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2019-094

Authorizing the City Manager to execute a Contract of Sale, Deed and any other documents necessary to consummate the transfer of 0.61 acre (26,616.77 square feet) of 1201 Summit Parkway, Richland County TMS #20314-01-02, known as the former Genstar Water Tank Site to Brookland Baptist Church

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the City Manager is authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, a deed and any other documents necessary and approved by the City Attorney to consummate the transfer of a 0.61 acre (26,616.77 square feet) portion of 1201 Summit Parkway, Richland County TMS # 20314-01-02, known as the former Genstar Water Tank Site (WM4136), to Brookland Baptist Church for the sum of Thirty Thousand and No/100 (\$30,000.00) Dollars.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AGREEMENT FOR SALE

Agreement made this _____ day of _____, 2019 by and between BROOKLAND BAPTIST CHURCH (Buyer) and the CITY OF COLUMBIA, (Seller) for the property described herein within the City of Columbia.

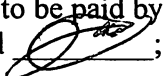
Subject to the following terms and conditions, it is agreed that:

1. **PROPERTY DESCRIPTION:** Buyer agrees to buy and Seller agrees to sell former Genstar Water Tank Site being 0.61 acres or 26,616.77 square feet in the Summit Subdivision near the town of Blythewood in Richland County, South Carolina, located at 1201 Summit Parkway, Columbia, SC 29229 and further identified as Richland County TMS #20314-01-02. A survey of the property is being incorporated herein and made a part hereof as Exhibit "A"; Area being sold is further shown and identified as Parcel "B" on said Exhibit.
2. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.
3. **PRICE.** The purchase price is Thirty Thousand and No/100s (\$30,000.00) Dollars, payable by the Buyer to the Seller as follows:
 - a. Upon the execution of this Agreement, the Buyer shall deposit with the Seller the sum of Three Thousand and No/100s (\$3,000.00) Dollars as earnest money;
 - b. Upon delivery of the deed, Buyer shall pay to Seller the balance of Twenty-Seven Thousand and No/100s (\$27,000.00) Dollars in a form designated by Seller.
4. **CLOSING COSTS.** Seller shall pay for deed preparation. All other closing costs, prepaid items, or expenses of the sale will be borne by the Buyer.
5. **CONDITIONS AND RESTRICTIONS.** The Seller shall convey the property described in Paragraph 1 hereof to the Buyer in fee simple by proper limited warranty deed, free from all liens and encumbrances except as are herein agreed to and subject to the following conditions and restrictions. The Buyer agrees to accept the property subject to any governmental statutes or ordinances, zoning ordinances and regulations, building restrictions and conditions, restrictions, covenants, and easements of record, including any shown on a recorded plat or utilities located by an inspection of the property; also, any state of facts that an accurate survey would show.

6. **CONDITION OF PROPERTY.** The Property is being sold and conveyed on a strictly "AS-IS", "WHERE-IS" and "WITH ALL FAULTS AND DEFECTS" basis as it exists on the last day of the Inspection Period, ordinary wear and tear excepted, without representation, warranty, or covenant, express, implied or statutory of any kind or nature whatsoever, including without limitation, representation, warranty or covenant as to condition (structural, environmental, mechanical, or otherwise), past or present use, construction, development, lease performance, investment potential, tax ramifications or consequences, income, compliance with law, habitability, tenancies, merchantability or fitness or suitability for any purpose, all of which are hereby expressly disclaimed except as expressly stated herein. The provisions of this paragraph shall survive Closing or termination of this Agreement.

The Buyer shall, in the Buyer's sole discretion and expense, inspect the property or have the property inspected by professionals selected by the Buyer to ascertain the condition of the property within an inspection period of thirty (30) days after the signing of this Agreement. The Buyer shall, in the Buyer's sole discretion and expense, obtain any and all soil reports, environmental tests, and water testing conducted on the property by the Buyer. The Seller hereby grants permission to the Buyer and/or its agents to enter on the property to conduct any inspections, soil reports, environmental tests, and water testing during the Inspection Period and up to thirty (30) days thereafter. Any damages caused by the Buyer or its agents shall be promptly repaired and restored by the Buyer. The results of any such tests and investigations must be satisfactory to the Buyer for continuing with this Agreement.

The Buyer shall have the title to the property examined to determine that title is marketable and that there are no liens, restrictions or encumbrances, other than stated herein, affecting the title which are objectionable.

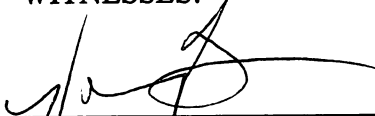
7. **CONDITIONS OF SALE.** Seller and Buyer acknowledge the existence of structural improvements on site at time of execution of this Agreement. Seller agrees to demolish all existing structural improvements, remove all resulting debris and return site to a vacant lot prior to closing and at no cost and/or expense of Buyer. Said existing improvements include out of service Genstar Water Tank and all associated equipment and peripheral structures, including any asphalt or concrete paving.
8. **REAL ESTATE COMMISSION.** Both parties warrant that they have taken no action that would result in a real estate commission being due on behalf of the Buyer or to be paid by the Seller.
 (Buyer initial ; Seller initial _____)

9. SELLER'S DEFAULT. If the Seller shall be unable to convey title in accordance with the terms of this Agreement, the sole obligation of the Seller shall be to refund the Buyer's earnest money paid hereunder. Upon the making of such refund, this Agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Agreement. Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the property marketable. The Buyer may, nevertheless, accept such title as Seller may be able to convey, without reduction of the purchase price or any credit or allowance against the same and without any other liability on the part of the Seller. The acceptance of a deed by the Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.
10. BUYER'S DEFAULT. If the Buyer shall default under this Agreement, the Seller shall have the option of suing for damages or specific performance, or of terminating this Agreement. If the Buyer elects to terminate this Agreement, the earnest money deposit may be retained by Seller as liquidated damages. These remedies are in addition to, and not in place of, all remedies available to the Seller at law or in equity.
11. CLOSING. The closing shall take place on or before TBD. At closing, Seller shall deliver the deed upon Buyer's compliance with the terms and conditions hereof and the earnest money shall be applied to the purchase price. Time is of the essence, but the closing date may be extended by written agreement of the parties. The closing shall take place at 1817 Hampton Street, Columbia, SC 29202
(Starkes Law Firm)
12. POSSESSION. The Seller shall relinquish possession of the property to the Buyer upon closing.
13. ONLY CONTRACT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought. All prior negotiations and representations of the parties are merged herein and are void and unenforceable unless contained in this Agreement. The Buyer shall not have the right to assign this Agreement.
14. DEFINITION. If two or more people constitute the Seller or the Buyer, the word "Seller" or the word "Buyer" shall be construed as if written "Sellers" or "Buyers" whenever the sense of this Agreement so requires.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SIGNED, SEALED AND DELIVERED as of the date first above set forth.

WITNESSES:


(As to buyer)


(As to Buyer)

BROOKLAND BAPTIST CHURCH (BUYER)

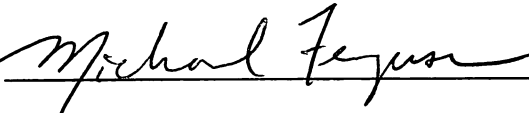
By: 

Name: Dr. Charles B. Jackson, Sr.

Title: Senior Pastor


(As to Buyer)


(As to Buyer)

By: 

Name: Michael Ferguson

Title: Chairman of Trustees


(As to Buyer)


(As to Buyer)

By: 

Name: Acy Suber, Jr.

Title: Chairman of Deacons

WITNESSES:

(As to Seller)

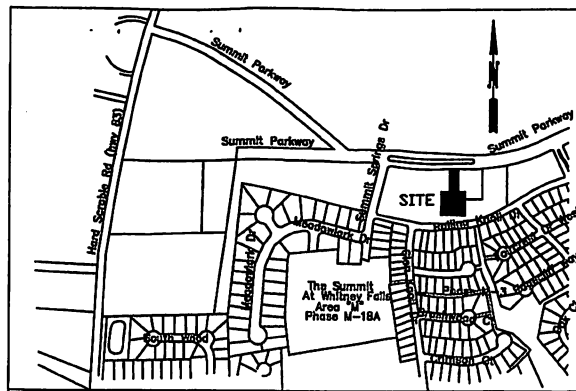
(As to Seller)

CITY OF COLUMBIA (SELLER)

By: _____

Name: Teresa B. Wilson

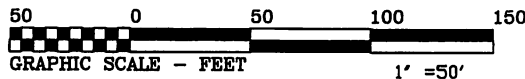
Title: City Manager

VICINITY MAP
NTS

SUBDIVISION AND COMBINATION PLAT OF CITY OF COLUMBIA OLD GENSTAR TANK SITE

TMS 20314-01-02

LOCATED IN RICHLAND COUNTY, COLUMBIA, SOUTH CAROLINA



REFERENCE PLATS:

1. RICHLAND CO. TMS SHEET # 20314-01-02
2. GLEN MEADOW VILLAGE AREA "M" PHASE "M-1" "M-2" & "M-3" THE SUMMIT BY B.P. BARBER & ASSOC'S DATED MARCH 18, 1996.
3. PLAT PREPARED FOR THE CITY OF COLUMBIA BY LEON CAMPBELL & ASSOC. INC. DATED JUNE 2, 1988. CF# G-48.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT OF WAYS AND/OR ANY INFORMATION THAT MAY BE DISCOVERED IN A FULL AND COMPLETE TITLE SEARCH.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THERE IN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

DAVID S. SHARPE SCPLS # 10509

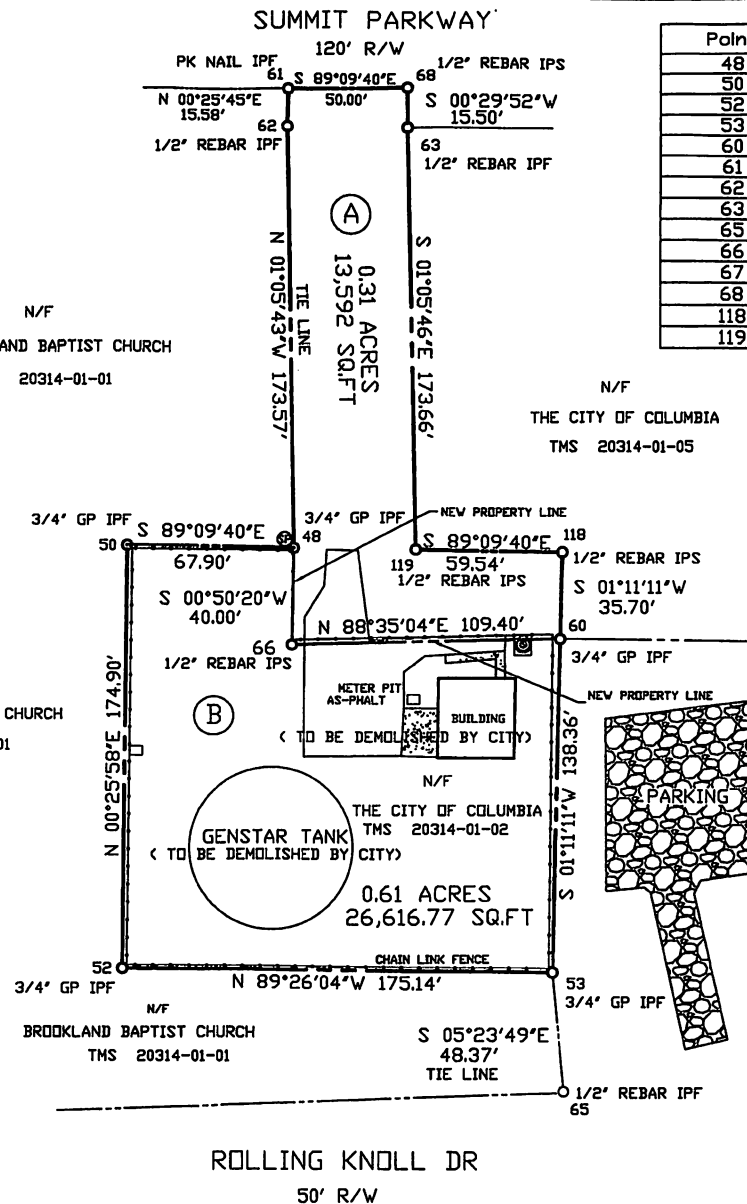
DATE: AUGUST 12, 2019

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THAT THE ABOVE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAPS, NO. 45079C065 G DATED JANUARY 19, 1994.



N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01

N/F
BROOKLAND BAPTIST CHURCH
TMS 20314-01-01



Point	Northing	Easting
48	845317.27	2029171.93
50	845318.27	2029104.03
52	845143.37	2029102.71
53	845141.64	2029277.85
60	845279.98	2029280.71
61	845506.40	2029168.73
62	845490.81	2029168.61
63	845490.17	2029218.59
65	845093.49	2029282.40
66	845277.28	2029171.34
67	845276.53	2029280.64
68	845505.67	2029218.72
118	845315.67	2029281.45
119	845316.54	2029221.91

LEGEND

- ⊙ TELEPHONE MH
- ⊙ ELECTRIC MH
- ⊙ GAS VALVE
- WM - PIT
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CATCH BASIN
- ⊙ STORM DRAIN MANHOLE
- ⊙ LIGHT POLE
- ⊙ SERVICE POLE
- ⊙ GUY POLE
- ⊙ POWER POLE
- PH PED
- ⊙ WATER VALVE
- ⊙ STORM DRAIN CONC TOP
- ⊙ FIRE HYDRANT

GAS LINE
SEWER LINE
WATER LINE
OVER HEAD ELECTRIC

PARCEL "A" TO BE COMBINED WITH TMS 20314-01-05
N/F CITY OF COLUMBIA
PARCEL "B" TO BE COMBINED WITH TMS 20314-01-01
N/F BROOKLAND BAPTIST CHURCH

DEPARTMENT OF
DEPARTMENT OF ENGINEERING

1136 WASHINGTON ST
PH. (803) 545-3400
COLUMBIA SC 29201
FAX: 988-8199

COLUMBIA
A Capital Place To Be



WM 4136

CF# 250-249 B

EXHIBIT
A



CITY COUNCIL

December 17, 2019 at 6:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 7347 Garners Ferry Road; TMS# 16409-05-04

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Community Activity Corridor (AC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density) and zoned General Commercial (GC) by Richland County.	
Applicant:	Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC	
Staff Recommendation:	Approval	
PC Recommendation:	12/02/2019; Approval (7-0)	
Annexation, 1 st Reading:	12/17/19: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	01/07/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/21/20: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/04/20: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/21/20: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/04/20: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: Approx. 0.57 acres

Current Use: Commercial

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Donut Hole

Current County Land Use: Neighborhood (Medium Density)

Proposed Interim City Land Use: Community Activity Corridor (AC-2)

Current County Zoning: General Commercial (GC)

Proposed Interim City Zoning: General Commercial District (C-3)

Census Tract: 116.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed drive-through restaurant is approximately **\$7,000 annually** based on last year's calls for service at similar properties nearby within the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would improve the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated additional cost** for the property under consideration for annexation, as solid waste service is not generally provided to this type of property.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

Water and sewer service rates are **reduced by approximately 40%** for in-city customers compared to out-of-city customers.

Planning & Development Services

We recommend annexation of this property, a single-parcel donut hole surrounded by the City. The property contains a vacant commercial building proposed as a drive-through restaurant; based upon similar nearby properties, **the estimated annual real estate tax revenue generated would be approximately \$6,700.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Tax Value x Tax Rate) x City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (reducing the bill by an additional .002020 millage credit for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The proposed interim future land use for the subject property is Community Activity Corridor (AC-2) in The Columbia Plan 2018 Future Land Use Map. The property is currently assigned a future land use of Neighborhood (Medium Density) by Richland County.

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a 3-5 mile drive and typically consist of a variety of commercial and service uses.

Primary Types

- Small and Medium Business/Employment (excl. Flex)
- Multi-family Small and Medium Mixed-use

Secondary Types

- Multi-family Small and Medium

Tertiary Types

- Civic/Institutional
- Large Format Business/Employment (excl. Flex)
- Single-family Attached
- Cemeteries & Mausoleums
- Parking Structures & Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within a study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West, North, and South. Surrounding parcels in unincorporated Richland County are currently zoned GC to the East.

The proposed interim City of Columbia zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends City Council annex the property and assign interim future land use classification of Community Activity Corridor (AC-2) at the time of annexation.

Staff recommends City Council assign interim zoning of General Commercial District (C-3) at the time of annexation.



Future Land Use Map

7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: AC-2

55.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200
Feet

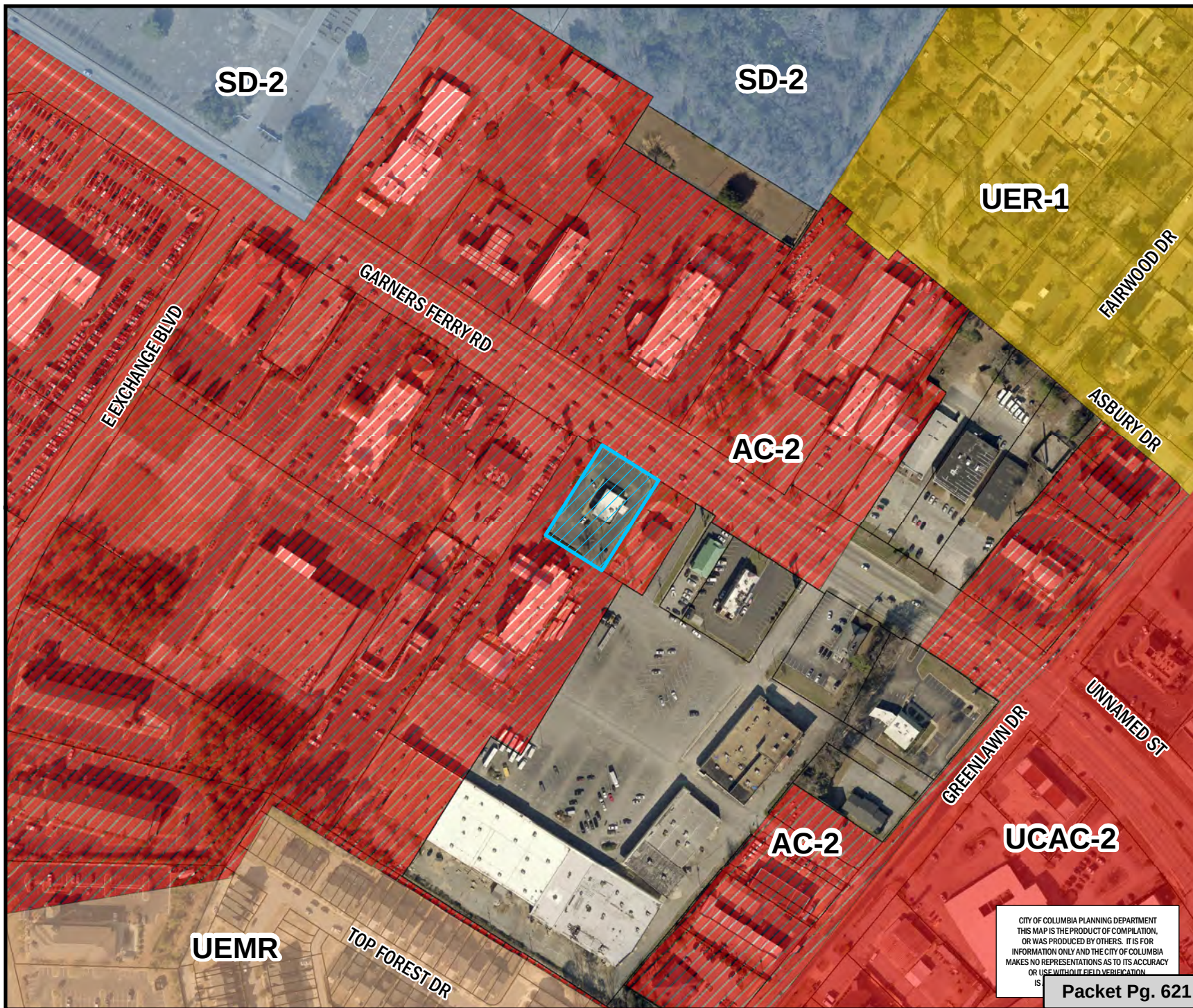
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
November 11, 2019



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 621

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

7347 Garners Ferry Road, TMS# 16409-05-0000 55.a
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 35 70 140
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

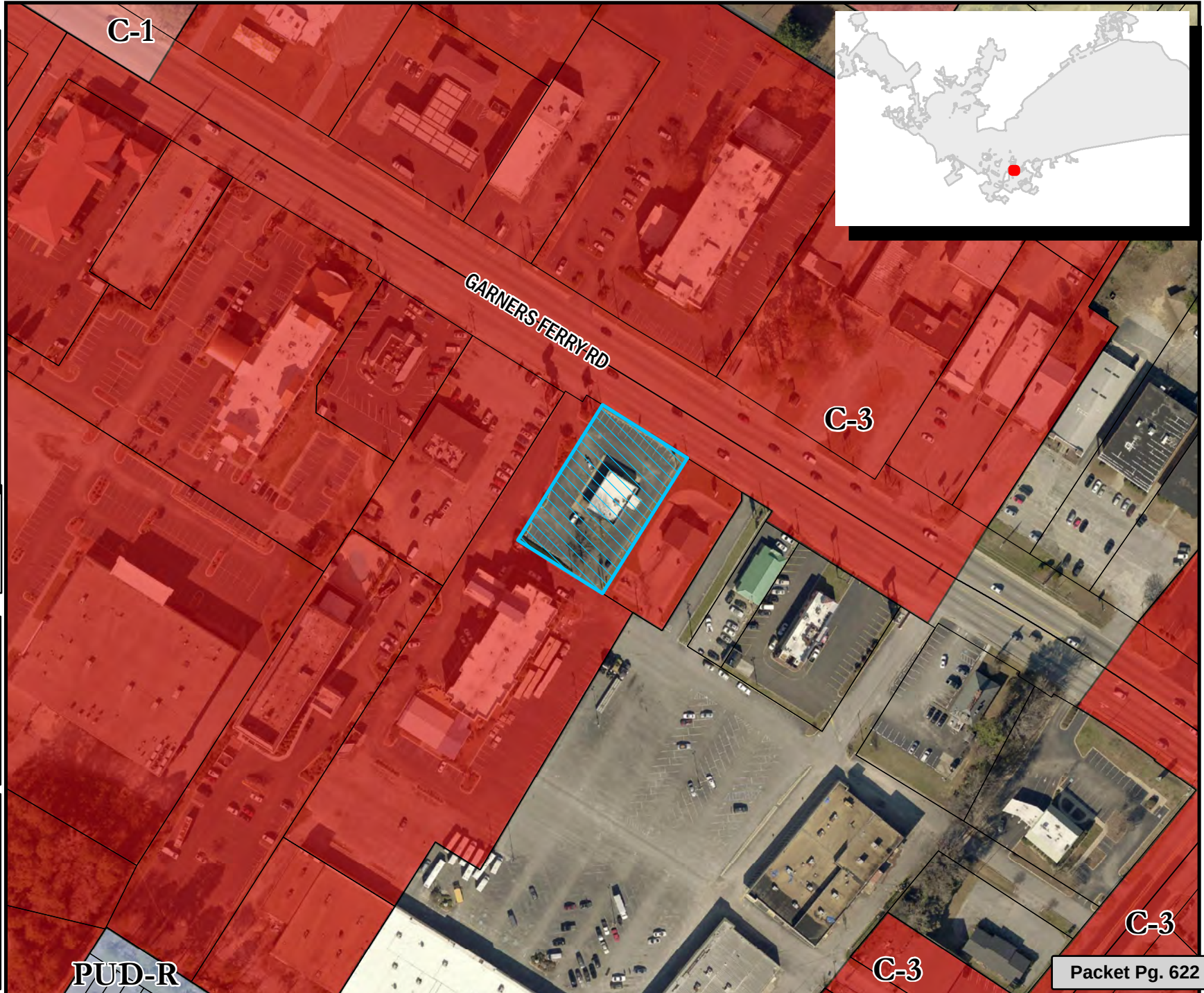
Shane Shaughnessy
November 11, 2019

DISCLAIMER:

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



We Are Columbia



ORDINANCE NO.: 2019-108

Annexing 7347 Garners Ferry Road, Richland County TMS#16409-05-04

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2019, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned interim zoning of Light Industrial District (M-1), apportioned to City Council District 1, Census Tract 108.05, contains 1.69 acres, and shall be assigned an interim land use classification of Community Activity Corridor (AC-2).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16409-05-04

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

Last revised: 11/26/2019
19003835

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2019-108

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being on the Southwestern side of U.S. Highway 76 and 378, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Larry C. McClure by Cox and Dinkins, Inc. dated November 15, 2000 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 473 Page 506, the plat being incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: November 12, 2019

RE: **Property Address:** 7347 Garners Ferry Road
Richland County TMS#: 16409-05-04
Owner(s): Carolina Sales, Inc. of Columbia, SC / 7347 Garners Ferry Road, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 3
Census Tract: 116.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **December 2, 2019** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

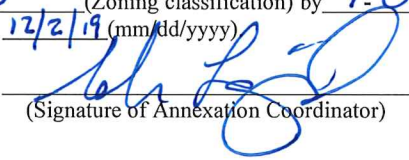
/atl

Attachments

cc: Clint Shealy, Assistant City Manager Jeff Palen, Assistant City Manager/CFO Aubrey Jenkins, Fire Chief Joseph Jaco, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Lakesha Shannon, Business License Administrator Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Police Planning & Research Alfreda Tindal, Richland Co. 911 Addressing Coordinator	Missy Gentry, Assistant City Manager Teresa Knox, City Attorney William Holbrook, Police Chief Dana Higgins, Director, Engineering Jan Alonso, Finance Director Gloria Saaed, Community Development Director George Adams, Fire Marshal Rachel Bailey, Zoning Administrator Jacquelyn Richburg, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Tori Salvant, Dev. Center Administrator
---	---

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 7-0 on 12/2/19 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7-0 on 12/2/19 (mm/dd/yyyy)

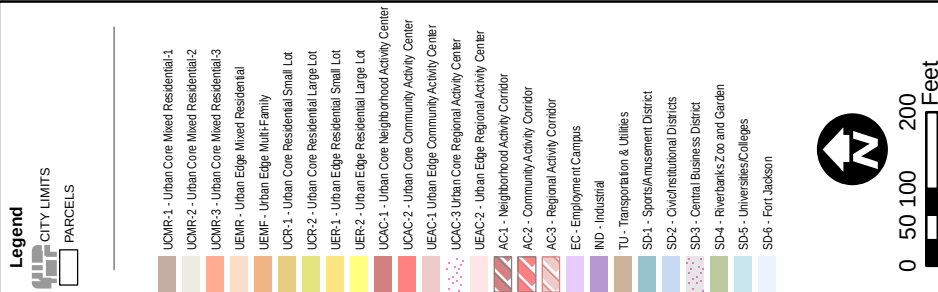

 (Signature of Annexation Coordinator)



Future Land Use Map

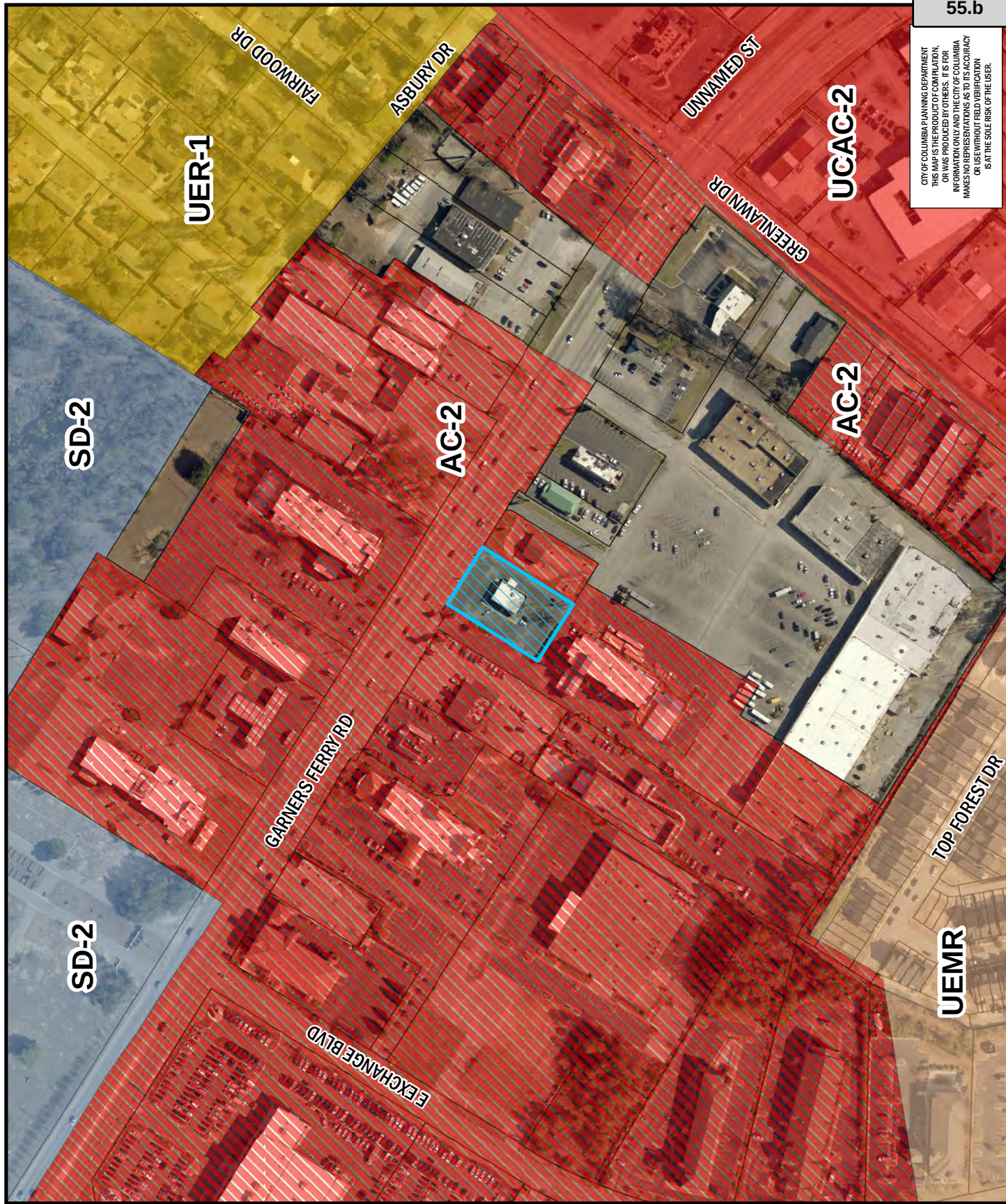
7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. FLU: Neighborhood (Medium Density), Proposed FLU: AC-2

Department of Planning &
Development Services



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 11, 2019

Packet Pg. 627



55.b

CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILED,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS AT THE SOLE RISK OF THE USER.

**7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3**

**7347 Garners Ferry Road, TMS# 16409-05-04;
Current Rich. Co. Zoning: GC, Proposed Zoning: C-3**



Packet Pg. 628

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being on the Southwestern side of U.S. Highway 76 and 378, near the City of Columbia, in the County of Richland, State of South Carolina, and being more particularly shown and delineated on a plat prepared for Larry C. McClure by Cox and Dinkins, Inc. dated November 15, 2000 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 473 Page 506, the plat being incorporated by reference for a more complete description of the property.

Richland County TMS: 16409-05-04

Property Address: 7347 Garners Ferry Road

Seller:

Carolina Sales, Inc. of Columbia, SC

BY: Larry C. McClure
 (Signature)

Date: 11-11-2019

Larry C. McClure
 (Print or Type Name)

ITS: President
 (Print or Type Title)

Buyer:

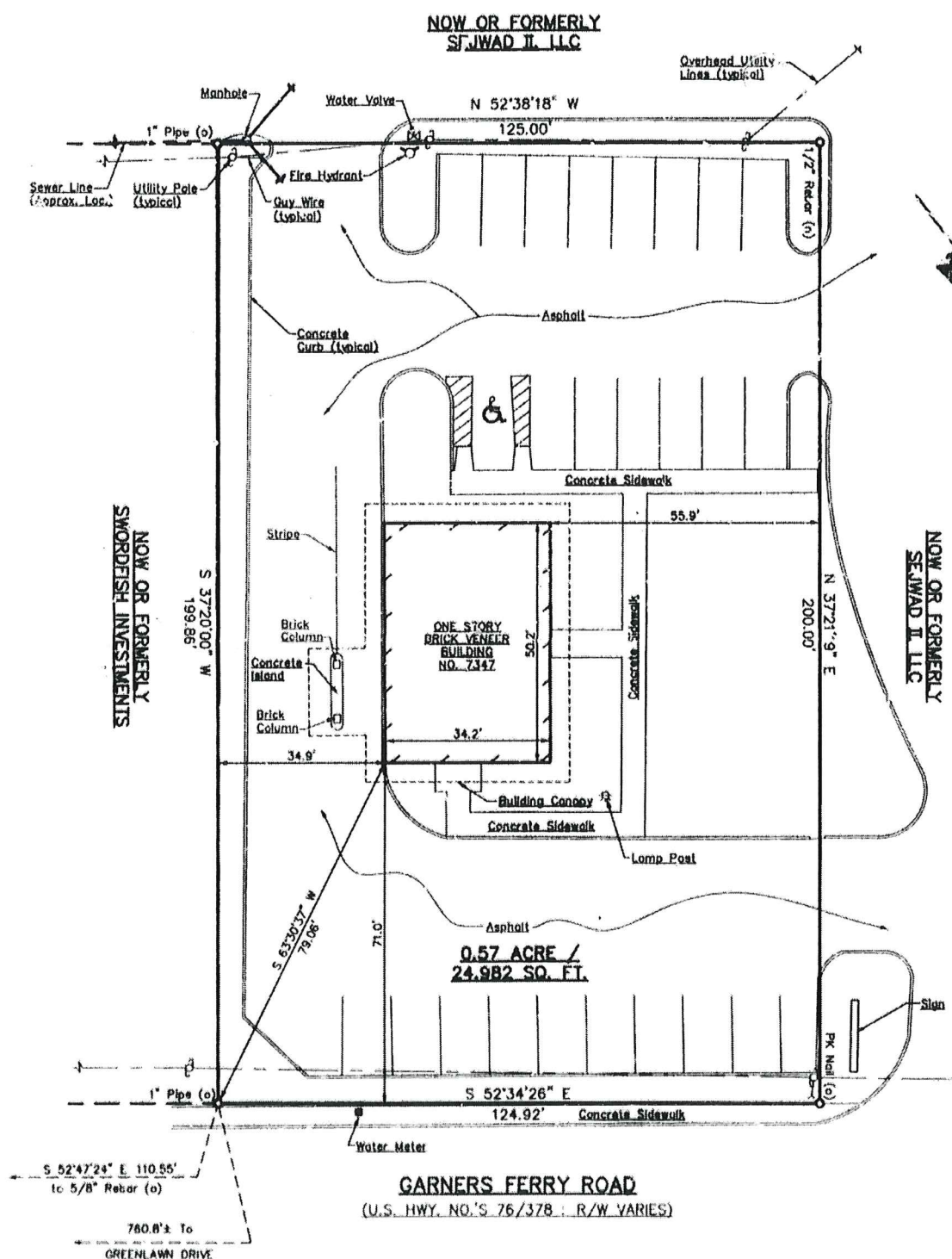
7347 Garners Ferry Road, LLC

BY: [Signature]
 (Signature)

Date: 11/11/19

Frank Cason
 (Print or Type Name)

ITS: Member
 (Print or Type Title)



Book 00473-0506

Fee \$10.00 County Tax \$0.00 State Tax \$0.00

Plat Oversized

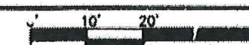
**REFERENCES:**

- 1) PLAT PREPARED FOR PILSNER HOLDING CORPORATION, BY WILLIAM WINGFIELD, DATED OCTOBER 12, 1980, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK "Y", PAGE 8931.
- 2) PLAT OF PROPERTY SURVEYED FOR SWORDFISH INVESTMENTS, LLC, BY A & S OF COLUMBIA, INC., DATED NOVEMBER 3, 1996, REVISED MARCH 3, 1998, AND RECORDED IN PLAT BOOK NO. 55, PAGE 6862.
- 3) RICHLAND COUNTY DEED BOOK NO. 556, PAGE 718.

PLAT PREPARED FOR
LARRY C. McCLURE
RICHLAND COUNTY, NEAR COLUMBIA, S.C.

DATE:
NOVEMBER 15, 2000

Scale: 1" = 20'



COX and DINKINS, INC.

ENGINEERS • SURVEYORS

614 Holly Street; Columbia, South Carolina - 29205
(803) 254-0518

Project No. _____

Sheet No. _____ of _____

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REGISTERED LAND SURVEYOR &
PROF. ENGINEER NO. 4084

Packet Pg. 630



OFFICE LOCATION

Columbia, South Carolina

LENGTH OF SERVICE

CGL since 1988

5 Years Other Firms

EDUCATION

Bachelor of Science in Finance and Insurance (Magna Cum Laude)
University of South Carolina

PROFESSIONAL AFFILIATIONS

American Planning Association
American Correctional Association
U.S. Green Building Council

Chloe S. Jaco, AICP, LEED AP BD+C

SENIOR VICE PRESIDENT, CGL

Chloe Jaco is a Senior Vice President with CGL. Ms. Jaco specializes in criminal justice system and government facilities master planning. Ms. Jaco's experience with complex government planning projects highlight her capability to organize existing information across numerous departments, prioritize future direction and build consensus amongst decision-makers gain implementation.

Ms. Jaco manages all resources on each project assignment to ensure that the deliverables meet expectations. She provides consistent clear communication with the client and project team members to ensure that the final product reflects obtainable and realistic solutions. Her involvement with these projects is from initiation to final acceptance.

RELEVANT PROJECTS

Local Justice/Government/ Public Facilities

Ascension Parish Courthouse
Program,
Donaldsonville, Louisiana

Benton County Government and
Justice Facilities Space Plan,
Corvallis, Oregon

Berkeley County Government and
Justice Facility Master Plan,
Moncks Corner, South Carolina

Berks County Criminal Justice Master
Planning,
Reading, Pennsylvania

Billings Municipal Facilities Master
Plan,
Billings, Montana

Butte County Government and Justice
Master Plan,
Oroville, California

Broward County, Civil and Family
Court Program,
Ft. Lauderdale, Florida

Canyon County Government Facilities
Master Plan,
Caldwell, Idaho

Clark County Law and Justice Center
Space Study,
Vancouver, Washington

Cuyahoga County Justice Center

Visioning Study,
Cleveland, Ohio

Clayton County Juvenile Court
Planning and Programming,
Jonesboro, Georgia

Dallas County Government and Justice
Facilities Master Plan,
Adel, Iowa

Dakota County Judicial Center Master
Plan,
Hasting, Minnesota

Durham County Government Facilities
Master Plan,
Durham, North Carolina

El Dorado County Government and
Justice Facilities Master Plan,
Placerville, California

Eastern Band of Cherokee Indians
Justice Campus Feasibility Study,
Cherokee, North Carolina

Eustis Government and Justice
Facilities Master Space Plan,
Eustis, Florida

Franklin County Government and
Justice Facilities Master Space Plan,
Chambersburg, Pennsylvania

Franklin County Courthouse Program,
Chambersburg, Pennsylvania

Forsyth County Government Facilities
Master Plan,
Cumming, Georgia

CHLOE JACO
continued

Gallatin County Government and Justice Facilities Master Plan, Bozeman, Montana

Hernando County Government & Justice Facilities Master Plan, Brooksville, Florida

Johnson County Courthouse Program, Olathe, Kansas

King County Children and Family Justice Center Facility Program, Seattle, Washington

Knox County Justice System Projection Update, Knoxville, Tennessee

Lake County Government and Justice Facilities Master Plan, Tavares, Florida

Lake County Judicial Center Architectural Program, Tavares, Florida

Monroe County Government and Justice Facilities Master Plan, Key West, Florida

Newberry County Government and Justice Facilities Master Plan, Newberry, South Carolina

Ocean County Justice Facilities Master Plan, Toms River, New Jersey

Okaloosa County Office Building, Public Safety Center and Courthouse Needs Assessment and Program, Crestview, Florida

Osceola County Government and Justice Facilities Master Plan, Kissimmee, Florida

Palm Beach County Courts Master Plan, West Palm Beach, Florida

Pasco County Government and Criminal Justice Facilities Master Plan, Dade City, Florida

Polk County Court Master Plan and Program, Bartow, Florida

Port Gamble S'Klallam Tribe Justice Center Master Plan, Kingston, Washington

Richland County Government and Justice Facilities Space Study, Columbia, South Carolina

Richland County Decker Center Remodel for Courts and Sheriff Program, Columbia, South Carolina

Salt Lake County ECR Court Feasibility Study, Salt Lake City, Utah

St. Lucie County Downtown Court Campus Master Plan, Fort Pierce, Florida

Smith County Justice Facilities Master Plan, Tyler, Texas

Sunnyvale Long-range Facilities Master Plan, Sunnyvale, California

Wake County Courthouse and Office Building Re-use Study, Raleigh, North Carolina

Wake County Justice System Master Plan, Raleigh, North Carolina

Washoe County Court Master Plan, Reno, Nevada

Wayne County Consolidated Justice Center Study, Detroit, Michigan

Will County Government and Justice Facilities Master Space Plan, Joliet, Illinois

Will County Court Program and Design Reviews, Joliet, Illinois

CHLOE JACO
continued

**State, Federal and
International Government and
Justice Facilities**

California Courts Prioritization Study,
Statewide, California

California Administrative Office of
the Courts Riverside Mid-County Civil
Courthouse,
Riverside, California

Colorado State Capitol Complex
Master Plan,
Denver, Colorado

Illinois State Capitol Complex Master
Plan,
Springfield, Illinois

Navajo Nation Department of
Corrections Master Plan,
Navajo National Reservation, New
Mexico

North Carolina Statewide Government
Facilities Master Plan,
Raleigh, North Carolina

South Carolina State Facilities Master
Plan,
Columbia, South Carolina

Virginia State Capitol Master Plan and
Master Plan Updates,
Richmond, Virginia

Wyoming State Capitol Complex
Master Plan,
Cheyenne, Wyoming

Washington Corrections Prisoner
Transport System Plan,
Olympia, Washington

Okanogan Prison Program, Vancouver,
British Columbia, Canada

Infrastructure Ontario Youth Probation
Study, Province-wide,
Ontario, Canada

Infrastructure Ontario Adult Probation
Study, Province-wide,
Ontario, Canada

US Architect of the Capitol House
Office Building Facilities Plan and

South Area Capitol Plan,
Washington, D.C.

**Law Enforcement and
Detention Facilities**

Barrow County Jail Needs Assessment
and Space Program,
Winder, Georgia

Bozeman Police Needs Assessment
and Facility Plan,
Bozeman, Montana

Duval County Correctional Facilities
Needs Assessment and Master Plan,
Jacksonville, Florida

Essex County 2,400 bed detention
center FF&E study,
Newark, New Jersey

Flagler County Sheriff's Office and Jail
Space Needs Assessment,
Bunnell, Florida

Gallatin County Criminal Justice
Master Plan,
Bozeman, Montana

King County Detention Facility Needs
Assessment,
Seattle, Washington

King County Community Corrections
Study,
Seattle, Washington

Lake County Jail Needs Assessment,
Tavares, Florida

New Hanover County Jail and Sheriff's
Patrol FF&E Study,
Wilmington, North Carolina

Smith County Jail Needs Assessment,
Tyler, Texas

University of South Carolina Campus
Law Enforcement Program,
Columbia, South Carolina

Warren County Jail Needs Assessment
Study,
Lebanon, Ohio

Wyandotte County Juvenile Detention
and Services Center Program Master
Plan,

CHLOE JACO
continued

Kansas City, Kansas

CHLOE JACO
continued



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

We Are Columbia

Board or Commission for which you are applying: Design / Development Review Comm.				Area of knowledge as it pertains to this board/commission: Attorney / Developer		
Your Name (Last, First Middle) Belser, H. Freeman		Race W	Gender M	Age 40	County Richland	Council District: 3
Residential Address 400 Saluda Avenue				City Columbia	State South Carolina	Zip Code 29205
Mailing Address P.O. Box 96				City Columbia	State South Carolina	Zip Code 29202
Your Occupation - Title Attorney				Business Phone 803-929-0096	Residence/Mobile Phone 803-920-4141	
Employer Name Self - Belser & Belser, PA				E-Mail Address freeman@belserpa.com		
Employer Address 1325 Park Street, Suite 300				City Columbia	State SC	Zip Code 29201
Emergency Point of Contact Maryanne Belser				Relationship Wife	Contact Number 803-730-3757	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

Yes No

Yes, for my entire life, except for 4 years at Davidson College from 1997-2001.

Why would you like to serve on this board or commission?

To help the community balance the need for growth with the need for longlasting development.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No.

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

City Center Partnership Board, South Caroliniana Society, Heathwood Hall Board of Trustees.

What are your goals and objectives if appointed to the Commission / Board?

To be a fair and impartial listener to different voices and steward of community growth.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.


Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

9/17/19
Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Planning Commission				Area of knowledge as it pertains to this board/commission: Civil Engineer, Business Owner, City Resident,		
Your Name (Last, First Middle) Dinkins, Sanford Benjamin	Race W	Gender M	Age 39	County Richland	Council District: 3	
Residential Address 1 Myrtle Court				City Columbia	State South Carolina	Zip Code 29205
Mailing Address 1 Myrtle Court				City Columbia	State South Carolina	Zip Code 29205
Your Occupation - Title Vice President and Senior Engineer				Business Phone 803-764-6262	Residence/Mobile Phone 803-665-9815	
Employer Name Cox and Dinkins, Inc.				E-Mail Address sdinkins@coxanddinkins.com; sbdinkins@gmail.com		
Employer Address 724 Beltline Blvd.				City Columbia	State SC	Zip Code 29205
Emergency Point of Contact Gene L. Dinkins, Sr.				Relationship Father	Contact Number 803-360-6112	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by: **Moe Baddourah**

Yes No

Yes, I am a current resident of Columbia, residing here for 36 out of the 39 years.

Why would you like to serve on this board or commission?

To use my experience in the design sector and knowledge of ordinances to ensure consistent and c

QUALITY PLANNING & DEVELOPMENT

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

Climate Protection Action Committee Member (resigned in 2012 when I moved to NYC)

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

Pawmetto Lifeline, Kiwanis, USC Senior Design Mentor

What are your goals and objectives if appointed to the Commission / Board?

REGULATIONS.

To be fair and open-minded in enforcing current (and future) zoning and land development regulation

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

We Are Columbia

Board or Commission for which you are applying: Design/Development Review Commission (DDRC)				Area of knowledge as it pertains to this board/commission: Development Planning and Review		
Your Name (Last, First Middle) Hicks, Destine J	Race B	Gender F	Age 23	County Richland	Council District: 7th	
Residential Address 350 Powell Rd. Apt 1111				City Columbia	State South Carolina	Zip Code 29203
Mailing Address 350 Powell Rd. Apt 1111				City Columbia	State South Carolina	Zip Code 29203
Your Occupation - Title Legislative Aide				Business Phone (803)734-9961	Residence/Mobile Phone (803)614-6169	
Employer Name SC House of Representatives				E-Mail Address destinejane@gmail.com		
Employer Address 1105 Pendleton Street (Suite 306)				City Columbia	State SC	Zip Code 29201
Emergency Point of Contact Julia Hicks				Relationship Mother	Contact Number (803) 383-6677	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

☒ Yes ☐ No **6 years**

Why would you like to serve on this board or commission?

Answer is attached.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No.

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

Answer is attached.

What are your goals and objectives if appointed to the Commission / Board?

Answer is attached.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

Destine Hicks

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

05/23/2019

Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	

Why would you like to serve on this board or commission?

I would love to serve on the Design/Development Review Commission because I believe that my passion for history and development would be a great asset to the commission. Throughout the development of my career, I have always had my professors and colleagues express how they loved my attention to detail and my persistence to see the task through. Also, I believe that my ability to develop and innovate is would also be an asset. I remember how hard it was for my alma mater to allow Greek lettered organizations on campus, haven been tried before by several others over a 72-year span, I remained persistent. Though many odds were against us, dedication to the cause and commitment to the change was what kept us focus. I wasn't so motivated by how it was going to benefit me, but how it would give those young ladies after me the opportunity that I wasn't able to just walk into. That is what servant leadership looks like.

Please list any Community Activities that you are involved in.

I served as Campaign Manager for Alana Grant in her race for the Woman of the Year for the Leukemia and Lymphoma Society of the Midlands. I also volunteer with South Carolina Legislative Black Caucus.

What are your goals and objectives if appointed to the Commission / Board?

My goal is to effectively serve in the capacity that is needed for the City of Columbia to further excel in its growth of historic districts, urban arears, and landmarks. Effective leadership is my greatest friend for whatever task is given, it is the people that come first and how it will benefit them in the long run. It is my hope to service the public while remaining involved in the community through paying it forward, and being an example for the youth and young adults, while holding on to the attitudes of humility and gratitude.



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Design/Development Review Commission				Area of knowledge as it pertains to this board/commission: Historic Preservation		
Your Name (Last, First Middle) Evans, James Howard	Race W	Gender M	Age 28	County Richland	Council District: 6	
Residential Address 1029 Butler Street				City Columbia	State South Carolina	Zip Code 29205
Mailing Address 1029 Butler Street				City Columbia	State South Carolina	Zip Code 29205
Your Occupation – Title Project Consultant				Business Phone	Residence/Mobile Phone 6624660840	
Employer Name PricewaterhouseCoopers				E-Mail Address jhevens1@gmail.com		
Employer Address 1333 Main Street			City Columbia	State SC	Zip Code 29201	
Emergency Point of Contact Thomas Tafel			Relationship friend		Contact Number 8033193349	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

☒ Yes ☐ No

4.5 years. I came across this opportunity in the Cola Today newsletter

Why would you like to serve on this board or commission?

Cola is my home and I have worked in historic preservation for Cola with FEMA before.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No

Please list any Community Activities that you are involved in.

None

What are your goals and objectives if appointed to the Commission / Board?

I want to ensure both urban development and historic preservation are encouraged in planning.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

Signature

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

1/11/2019

Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Design / Development Review Comm.				Area of knowledge as it pertains to this board/commission: Attorney / Developer		
Your Name (Last, First Middle) Belser, H. Freeman		Race W	Gender M	Age 40	County Richland	Council District: 3
Residential Address 400 Saluda Avenue				City Columbia	State South Carolina	Zip Code 29205
Mailing Address P.O. Box 96				City Columbia	State South Carolina	Zip Code 29202
Your Occupation - Title Attorney				Business Phone 803-929-0096		Residence/Mobile Phone 803-920-4141
Employer Name Self - Belser & Belser, PA					E-Mail Address freeman@belserpa.com	
Employer Address 1325 Park Street, Suite 300			City Columbia	State SC	Zip Code 29201	
Emergency Point of Contact Maryanne Belser			Relationship Wife		Contact Number 803-730-3757	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

Yes No

Yes, for my entire life, except for 4 years at Davidson College from 1997-2001.

Why would you like to serve on this board or commission?

To help the community balance the need for growth with the need for longlasting development.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No.

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

City Center Partnership Board, South Caroliniana Society, Heathwood Hall Board of Trustees.

What are your goals and objectives if appointed to the Commission / Board?

To be a fair and impartial listener to different voices and steward of community growth.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.


Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

9/17/19
Date
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Appointed to:	
Date Approved:	
Term Dates:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Planning Commission				Area of knowledge as it pertains to this board/commission: Civil Engineer, Business Owner, City Resident,		
Your Name (Last, First Middle) Dinkins, Sanford Benjamin	Race W	Gender M	Age 39	County Richland	Council District: 3	
Residential Address 1 Myrtle Court				City Columbia	State South Carolina	Zip Code 29205
Mailing Address 1 Myrtle Court				City Columbia	State South Carolina	Zip Code 29205
Your Occupation - Title Vice President and Senior Engineer				Business Phone 803-764-6262	Residence/Mobile Phone 803-665-9815	
Employer Name Cox and Dinkins, Inc.				E-Mail Address sdinkins@coxanddinkins.com; sbdinkins@gmail.com		
Employer Address 724 Beltline Blvd.				City Columbia	State SC	Zip Code 29205
Emergency Point of Contact Gene L. Dinkins, Sr.				Relationship Father	Contact Number 803-360-6112	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by: **Moe Baddourah**

Yes No

Yes, I am a current resident of Columbia, residing here for 36 out of the 39 years.

Why would you like to serve on this board or commission?

To use my experience in the design sector and knowledge of ordinances to ensure consistent and c
QUALITY PLANNING & DEVELOPMENT

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

Climate Protection Action Committee Member (resigned in 2012 when I moved to NYC)

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

Pawmetto Lifeline, Kiwanis, USC Senior Design Mentor

What are your goals and objectives if appointed to the Commission / Board?

To be fair and open-minded in enforcing current (and future) zoning and land development regulation
If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

REGULATIONS.

Signature

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ATTN: Ashley Jenkins
Post Office Box 147
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Date

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Appointed to:	
Date Approved:	
Term Dates:	



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Design/Development Review Commission (DDRC)				Area of knowledge as it pertains to this board/commission: Development Planning and Review		
Your Name (Last, First Middle) Hicks, Destine J	Race B	Gender F	Age 23	County Richland	Council District: 7th	
Residential Address 350 Powell Rd. Apt 1111				City Columbia	State South Carolina	Zip Code 29203
Mailing Address 350 Powell Rd. Apt 1111				City Columbia	State South Carolina	Zip Code 29203
Your Occupation - Title Legislative Aide				Business Phone (803)734-9961	Residence/Mobile Phone (803)614-6169	
Employer Name SC House of Representatives				E-Mail Address destinejane@gmail.com		
Employer Address 1105 Pendleton Street (Suite 306)				City Columbia	State SC	Zip Code 29201
Emergency Point of Contact Julia Hicks				Relationship Mother	Contact Number (803) 383-6677	

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

☒ Yes No 6 years

Why would you like to serve on this board or commission?

Answer is attached.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No.

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No.

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No.

Please list any Community Activities that you are involved in.

Answer is attached.

What are your goals and objectives if appointed to the Commission / Board?

Answer is attached.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

Destine Hicks

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiase.gov

05/23/2019

Date

FOR OFFICE USE ONLY

Received:	
Appointed to:	
Date Approved:	
Term Dates:	

Why would you like to serve on this board or commission?

I would love to serve on the Design/Development Review Commission because I believe that my passion for history and development would be a great asset to the commission. Throughout the development of my career, I have always had my professors and colleagues express how they loved my attention to detail and my persistence to see the task through. Also, I believe that my ability to develop and innovate is would also be an asset. I remember how hard it was for my alma mater to allow Greek lettered organizations on campus, haven been tried before by several others over a 72-year span, I remained persistent. Though many odds were against us, dedication to the cause and commitment to the change was what kept us focus. I wasn't so motivated by how it was going to benefit me, but how it would give those young ladies after me the opportunity that I wasn't able to just walk into. That is what servant leadership looks like.

Please list any Community Activities that you are involved in.

I served as Campaign Manager for Alana Grant in her race for the Woman of the Year for the Leukemia and Lymphoma Society of the Midlands. I also volunteer with South Carolina Legislative Black Caucus.

What are your goals and objectives if appointed to the Commission / Board?

My goal is to effectively serve in the capacity that is needed for the City of Columbia to further excel in its growth of historic districts, urban areas, and landmarks. Effective leadership is my greatest friend for whatever task is given, it is the people that come first and how it will benefit them in the long run. It is my hope to service the public while remaining involved in the community through paying it forward, and being an example for the youth and young adults, while holding on to the attitudes of humility and gratitude.



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF COLUMBIA
SOUTH CAROLINA

Board or Commission for which you are applying: Design/Development Review Commission				Area of knowledge as it pertains to this board/commission: Historic Preservation		
Your Name (Last, First Middle) Evans, James Howard	Race W	Gender M	Age 28	County Richland	Council District: 6	
Residential Address 1029 Butler Street				City Columbia	State South Carolina	Zip Code 29205
Mailing Address 1029 Butler Street				City Columbia	State South Carolina	Zip Code 29205
Your Occupation – Title Project Consultant				Business Phone	Residence/Mobile Phone 6624660840	
Employer Name PricewaterhouseCoopers				E-Mail Address jhevens1@gmail.com		
Employer Address 1333 Main Street			City Columbia	State SC	Zip Code 29201	
Emergency Point of Contact Thomas Tafel			Relationship friend	Contact Number 8033193349		

GENERAL QUALIFICATIONS

Are you a resident of the city? How long? Recommended by:

☒ Yes No

4.5 years. I came across this opportunity in the Cola Today newsletter

Why would you like to serve on this board or commission?

Cola is my home and I have worked in historic preservation for Cola with FEMA before.

Do you presently serve on any Commissions / Boards of the City / County / State? If so, please list.

No

Have you formerly served on any Commissions / Boards of the City / County / State? If so, please list.

No

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Columbia? If so, list the position and date.

No

Please list any Community Activities that you are involved in.

None

What are your goals and objectives if appointed to the Commission / Board?

I want to ensure both urban development and historic preservation are encouraged in planning.

If appointed I am eligible to serve on no more than one (1) board/commission with a maximum of two (2) terms. I understand that this application will be on file for no longer than two (2) years.

Signature

Date
1/11/2019

Signature

RETURN COMPLETED FORM TO:

City of Columbia
ATTN: Ashley Jenkins
Post Office Box 147
Columbia, SC 29217
Email: Ashley.Jenkins@columbiasc.gov

Date

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Appointed to:	
Date Approved:	
Term Dates:	

MEMORANDUM



To: Chief W. H. Holbrook

From: Major R. J. Hines, Administrative Services Bureau 

Date: October 11, 2019

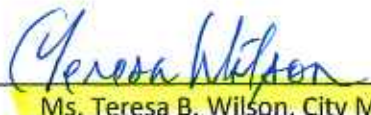
Re: FY 2019 JAG GRANT APPLICATION FOR COUNCIL REVIEW

Please find attached the copy of the executed FY 2019 JAG Grant "Drug Laboratory Improvement Program II". Under the Special Conditions, the Department is required to solicit comments, suggestions and recommendations from the general public prior to spending any funds. The Department is also required to have the recipient's Governing Body, in this case City Council, review the application for the jurisdiction prior to the obligation of any expenditures.

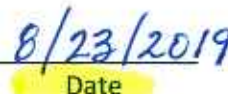
attachments

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Columbia		City of Columbia	
Address		Name and telephone number of the person to be contacted on matters involving this application	
P.O. Box 147 Columbia, South Carolina 29217-0147		Hines, Rick (803) 545-3569	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
57-6000229		Municipal	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance TITLE: Grant Program		Drug Analysis Laboratory Improvement II	
12. AREAS AFFECTED BY PROJECT			
City of Columbia			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date: October 01, 2019 End Date: September 30, 2022		a. Applicant b. Project SC02 SC06	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$79,351	This preapplication/application was made available to the state executive order 12372 process for review on 08/23/2019	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$79,351	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			

Close Window



Ms. Teresa B. Wilson, City Manager



Date

City of Columbia FY 2019 Local Justice Assistance Grant (JAG)

Title of Project: Drug Analysis Laboratory Improvement II

Program Narrative

Description of Issues:

The Columbia Police Department's Drug Lab is responsible for processing suspected substances obtained by Columbia police officers during the commission of their duties. The Drug Lab, which was closed for a couple of years, is in the process of becoming fully functional and is seeking to obtain accreditation.

Project Design and Implementation:

The Department has applied to several grant programs to seek the funding necessary to assist with the upgrade of the laboratory. Unfortunately, the Department has been denied each time because the certifications require the laboratory to be accredited in order to receive grant funds. Regardless, of the Department's ability to access funding, we realize that a fully functioning drug analysis laboratory is essential to a City of our size (population 133,114). Such a lab is necessary to ensure timely and accurate analysis of substances needed for the successful prosecution of crime cases. Therefore, we are seeking to use our allotted JAG funds toward this goal.

Capabilities and Competencies:

During the closure of the Drug Lab, the Department coordinated with the State Law Enforcement Division (SLED) and the Richland County Sheriff's Department forensic/drug laboratories for assistance in analyzing substances confiscated by our officers. Since, the Department has recruited, selected and hired two (2) chemists that have been trained and certified by SLED in the use and operation of drug analysis. Each have a background in running a drug analysis laboratory and have contributed to its short-term success.

Plan for Collecting the Data Required for this Solicitation's Performance Measures:

The intent of this project is to purchase equipment and software only, a microscope, server, FTIR and balances. Upon approval to draw down and spend the funding, lab staff intends to purchase all requested items immediately. Any performance metrics required under the Performance Measure Tool (PMT) report can be obtained through the Performance Indicators currently gathered by the Drug Analysis Laboratory.

City of Columbia

Title of Project: Drug Analysis Laboratory Improvement II

Project Identifiers:

1. Drug Laboratory
2. Equipment – Forensic; and
3. Equipment – General

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50) [To View an Example, Click Here](#)

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (FEDERAL)

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			\$0
NON-FEDERAL TOTAL						\$0

PERSONNEL NARRATIVE (NON-FEDERAL)

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TOTAL PERSONNEL	\$0
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B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765) [To View an Example, Click Here](#)

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (FEDERAL)

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS	\$0

C. **Travel** – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. [To View an Example, Click Here](#)

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip				\$0.00	
		Local Travel					\$0.00		
		Other						\$0.00	
		Subtotal							
FEDERAL TOTAL									\$0

TRAVEL NARRATIVE (FEDERAL)

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip					
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	\$0
NON-FEDERAL TOTAL									\$0

TRAVEL NARRATIVE (NON-FEDERAL)

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	TOTAL TRAVEL	\$0
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D. Equipment – List **non-expendable** items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). **Expendable** items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. [To View an Example, Click Here](#)

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
Precision Balances	3	\$4,536.00	\$13,608
LabX Server	1	\$5,850.00	\$5,850
FTIR (including installation)	1	\$25,653.24	\$25,653
Stereomicroscope	1	\$2,412.72	\$2,413
Supernano Ultra SuperServer	1	\$8,884.39	\$8,884
FEDERAL TOTAL			\$56,408

EQUIPMENT NARRATIVE (FEDERAL)

Precision Laboratory Balances: Precision balances are the preferred balances for recording net/gross weights of items in laboratory cases. These balances have greater sensitivity than regular balances, and have reliable/repeatable performance over time. They are ideal for drug analysis.

LabX Server. The computer that manages LabX client software and is necessary to make LabX and the precision laboratory balance fully functional. These items are necessary for the Department's pursuit of Lab Accreditation.

FTIR: Fourier-transform infrared spectroscopy (FTIR) is the preferred method of infrared spectroscopy (IR). When IR radiation is passed through a sample, some radiation is absorbed by the sample and some passes through (is transmitted). The resulting signal at the detector is a spectrum representing a molecular 'fingerprint' of the sample. The usefulness of infrared spectroscopy arises because different chemical structures (molecules) produce different spectral fingerprints. With these spectral fingerprints, chemical structures can be identified and confirmed. Therefore, FTIR can be used as a Confirmatory Analysis Instrument, like the GCMS. Unlike the GCMS, FTIR greatly reduces the analysis duration, which is the positive, providing relatively instantaneous results. However, the FTIR is not very useful with samples that are mixtures, thereby limiting it to relatively pure samples. Nevertheless, it is an excellent confirmatory instrument for the Laboratory.

Microscope: Used in the laboratory, primarily for Microscopic Examination of plant materials suspected to be Marijuana. It is used to observe and identify marijuana plants: Unicellular hairs, Cystolithic hairs and Multicellular hairs. Currently, the analyst, during a Microscopic Examination of plant materials, can only document that the hairs were found, because the current Micros (Stemi 2000c by Zeiss) does not have the imaging capability to capture and record the hairs found by the analyst. The Stemi 508 with Axiocam 305 by Zeiss has imaging capability that allows the Lab to keep a visual record of the hairs. The importance of visual record is transparency of the analytical process of the cases. Additionally, the imaging capability of the Microscope can be used to record images of tablets with imprint that are often too tiny to observe.

Server: The lab, like most other units in department, generates a lot of data. The Drug Analysis Laboratory requires a capable server to run our LIMS and LabX systems without hiccup.

All Purchases will follow City of Columbia procurement policies.

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

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TOTAL EQUIPMENT	\$56,408
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E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and **expendable** equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

[To View an Example, Click Here](#)

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
LabX Client	1	\$5,545.00	\$5,545
LabX Ingetgration Module	1	\$5,000.00	\$5,000
FEDERAL TOTAL			\$10,545

SUPPLIES NARRATIVE (FEDERAL)

LabX Client Software License. The software necessary to make the precision laboratory balances fully functional. It is an automatic data handling tool that enforces standard procedures when taking weights for cases and makes the weighing process traceable. It may also be integrated into a laboratory information management system (LIMS).

LabX System Integration Module. The software that will allow the LabX client software to integrate with the Justice Trax LIMS-Plus, which accelerates the work flow of case analysis and reporting and promotes a more efficient laboratory operation.

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			\$0
NON-FEDERAL TOTAL			\$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES	\$10,545

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. [To View an Example, Click Here](#)

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
NON-FEDERAL TOTAL		\$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

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TOTAL CONSTRUCTION	\$0
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G. Consultants/Contracts – Indicate whether applicant's formal, written Procurement Policy or the [Federal Acquisition Regulations](#) are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval from OJP. [To View an Example. Click Here](#)

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		\$0
SUBTOTAL					\$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:							
				Round-trip				\$0.00	
		Local Travel						\$0.00	
		Other							
								\$0.00	
		Subtotal						\$0.00	\$0
SUBTOTAL									\$0
FEDERAL TOTAL									\$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

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CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				\$0.00	
		Meals		Day				\$0.00	
		Mileage		Mile				\$0.00	
		Transportation:		Round-trip					
		Local Travel						\$0.00	
		Other						\$0.00	
		Subtotal						\$0.00	\$0
SUBTOTAL									\$0
NON-FEDERAL TOTAL									\$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

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TOTAL CONSULTANTS	\$0
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Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for **sole source** contracts in excess of \$150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

CONTRACTS (FEDERAL)

Item	Cost
FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (FEDERAL)

--

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	\$0

CONTRACTS NARRATIVE (NON-FEDERAL)

--

TOTAL CONTRACTS	\$0
TOTAL CONSULTANTS/CONTRACTS	\$0

H. Other Costs – List items (e.g., rent ([arms-length transaction only](#)), reproduction, telephone, janitorial or security services, and investigative or [confidential](#) funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. [To View an Example, Click Here](#)

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Precision Laboratory Balance Maintenance	3	per item	\$1027	3	\$9,243
FEDERAL TOTAL					\$9,243

OTHER COSTS NARRATIVE (FEDERAL)

Maintenance for Precision Laboratory Balance. The required maintenance fee on each of the precision balances so that they may remain fully functional. Three years of maintenance allows for extended protection and is more economical than equipment replacement and service requests if a current maintenance plan is not in place.

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$0
NON-FEDERAL TOTAL					\$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

--

TOTAL OTHER COSTS	\$9,243
-------------------	---------

I. Indirect Costs – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a [fully executed, negotiated agreement](#)), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's [cognizant Federal agency](#) , or the applicant may elect to charge a de minimis rate of 10% of modified total direct costs as indicated in [2 CFR Part 200.414f](#) . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73) [To View an Example, Click Here](#)

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (FEDERAL)

--

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			\$0
NON-FEDERAL TOTAL			\$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS		\$0

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$56,408	\$0	\$56,408
E. Supplies	\$10,545	\$0	\$10,545
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$9,243	\$0	\$9,243
Total Direct Costs	\$76,196	\$0	\$76,196
I. Indirect Costs	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$76,196	\$0	\$76,196

Federal Request	\$76,196
Non-Federal Amount	\$0
Total Project Cost	\$76,196

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Columbia

Street1: 1737 Main Street

Street2: City Hall

City: Columbia

State: SOUTH CAROLINA

Zip Code: 29201-2819

2. Authorized Representative's Name and Title:

Prefix: Ms. First Name: Teresa Middle Name: B

Last Name: Wilson Suffix:

Title: City Manager

3. Phone: (803) 545-3026

4. Fax:

5. Email: Teresa.Wilson@columbiasc.gov

6. Year Established:
1786

7. Employer Identification Number (EIN):
576000229

8. DUNS Number:
073707366

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☒ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: WebsterRogers, LLP

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☐ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☐ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☐ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☐ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that – (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☐ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☐ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☐ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☐ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity:	
(a) maintain a standard travel policy?	☐ Yes ☐ No
(b) adhere to the Federal Travel Regulation (FTR)?	☐ Yes ☐ No
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ☐ N/A – Applicant does not make subawards under any OJP awards



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: (b) Date(s) the agency notified the applicant entity of the "high risk" designation: (c) Contact information for the "high risk" point of contact at the federal agency: Name: _____ Phone: _____ Email: _____ (d) Reason for "high risk" status, as set out by the federal agency: _____	☐ Yes ☒ No ☐ Not Sure
---	---

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Jeffery M. Palen

Date: 2019-08-22

Title: ☐ Executive Director ☒ Chief Financial Officer ☐ Chairman
☐ Other: _____

Phone: (803) 545-4308



COLUMBIA POLICE DEPARTMENT
Administrative Bureau

21 August 2019

Mr. Gale Farquhar
State Policy Advisor, BJA

RE: Disclosure of Pending Applications – 2019 JAG Application

Mr. Farquhar:

The City of Columbia does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grant or cooperative agreement (or for subawards under federal grants or cooperative agreements) that requested funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.

Sincerely,



Melron J. Kelly
Deputy Police Chief

Ms. Teresa B. Wilson
City Manager



COLUMBIA POLICE DEPARTMENT

Administrative Bureau

21 August 2019

Mr. Gale Farquhar
State Policy Advisor, BJA

RE: Local Governing Body Review/Public Comment – 2019 JAG Application

Mr. Farquhar:

The following certifications are made in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Fiscal Year 2019 Local solicitation:

- 1) This JAG funding opportunity is posted on the police Department's website: (<https://columbiapd.net/2019/08/20/grant-notice-2/>) prior to City Council review, with an application that permits the public to request additional information and/or to submit their comments.
- 2) Time did not permit the Police Department's JAG application to be presented before City Council prior to the submission deadline. We, therefore acknowledge that the withholding of funds special condition will be applied to the award restricting draw-down until the 30-day governing body review requirement has been satisfied, and a Grant Adjustment Notice (GAN) issued releasing the funds.

The DOJ/OJP Certifications and Assurance by the Chief Executive of the Applicant government will be submitted upon the review by City Council.

Sincerely,

Melron J. Kelly
Deputy Police Chief

Ms. Teresa B. Wilson
City Manager




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**CITY OF COLUMBIA
POLICE DEPARTMENT**
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GRANT NOTICE

August 20, 2019 News

Grant Notice: The Columbia Police Department is applying for the FY 2019 Local Solicitation Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program is the primary provider of federal criminal justice funding to state and local jurisdictions funding all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

In this funding period, \$79,531 has been allocated to the City of Columbia for which the Columbia Police Department intends to purchase equipment items to support the Drug Analysis Lab. Public review and comment is encouraged on our JAG program. Please contact Major Hinos, Administrative Services Bureau at Rick.Hinos@columbiapd.net for further information. The application must be submitted no later than August 23, 2019.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, non-profit and faith-based organizations, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

The JAG formula includes a state allocation consisting of a minimum base allocation with the remaining amount determined on population and Part I violent crime statistic, and a direct allocation to units of local government. Once the state allocation is calculated, 60 percent of the funding is awarded to the state and 40 percent to eligible units of local government. State allocations also have a required variable pass through to units of local government, calculated by the Bureau of Justice Statistics (BJS) from each state's crime expenditures.

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, and operating. Additionally, funds may be used for equipment, overtime, contractual support, and information systems for criminal justice.

JAG Purpose Areas

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness Programs (other than compensation).





COLUMBIA POLICE DEPARTMENT
Administrative Bureau

11 October 2019

RE: Public Comments Received - 2019 JAG Application

The City of Columbia Police Department has continuously advertised for public comments, recommendations and suggestions for the FY 2019 JAG Grant Application on the Police Department's website since August 20, 2019. As of the above date, no comments have been received.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick J. Hines", written over a horizontal line.

Rick J. Hines
Major



Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract <u> b </u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application <u> a </u> b. initial award c. post-award	3. Report Type: a. initial filing <u> a </u> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <u> X </u> Prime Subawardee Tier _____, if Known: City of Columbia 1737 Main Street Columbia, SC 29201 Congressional District, if known: 6th		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: U. S. Department of Justice (DOJ)	7. Federal Program Name/Description: CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 79,351.00	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> CapitalEdge 1212 New York Ave, NW, Ste 250 Washington, DC 20005-3953	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Garbouishian, Ralph	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Teresa B. Wilson</u> Print Name: <u>Teresa B. Wilson</u> Title: <u>City Manager</u> Telephone No.: <u>(803) 545-3026</u> Date: <u>8/23/2019</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliance@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

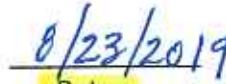
5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept


Ms. Teresa B. Wilson
City Manager


Date



COLUMBIA POLICE DEPARTMENT
Administrative Bureau

19 AUGUST 2019

**COLUMBIA POLICE DEPARTMENT
COLUMBIA, SC
2019 JAG GRANT APPLICATION**

- 1. DOES YOUR JURISDICTION HAVE ANY LAWS, POLICIES OR PRACTICES RELATED TO WHETHER, WHEN OR HOW EMPLOYEES MAY COMMUNICATE WITH DHS OR ICE? NO**
- 2. IS YOUR JURISDICTION SUBJECT TO ANY LAWS FROM A SUPERIOR POLITICAL ENTITY (E.G., A STATE LAW THAT BIND A CITY) THAT MEETS THE DESCRIPTION OF ABOVE IN QUESTION 1? NO**

**RICK J. HINES
POLICE MAJOR**



NOTE: You must click on the "Accept" button at the bottom of the page before closing this window



OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54

U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

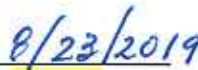
(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept


Ms. Teresa B. Wilson
City Manager


Date

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.


Signature of Chief Executive of the Applicant Unit of
Local Government

8/23/2019
Date of Certification

Teresa B. Wilson
Printed Name of Chief Executive

City Manager
Title of Chief Executive

City of Columbia
Name of Applicant Unit of Local Government

Rev. March 5, 2019



Henry McMaster, Governor
Marcia S. Adams, Executive Director

EXECUTIVE BUDGET OFFICE
Brian J. Gaines, Director
1205 Pendleton Street, Suite 529
Columbia, SC 29201
803.734.2280
803.734.0645 fax

September 18, 2019

Rick Hines
City of Columbia
P.O. Box 147
Columbia, SC 29217-0147

Project Name: FY 2019 Edward Byrne Memorial JAG Program

State Application Identifier: SC190804-781

Dear Mr. Hines:

The South Carolina Executive Budget Office's Project and Notification Review System (State Clearinghouse), has conducted an intergovernmental review of the project referenced above as required by Presidential Executive Order 12372. All comments received, if any, as a result of the review are enclosed for your information.

The Clearinghouse does not have information on the Federal agency's review status. Please contact your Federal grantor agency with any questions concerning the status of your application.

The State Application Identifier indicated above should be used in any future correspondence with this office.

Sincerely,

Bonny L. Anderson, Grant Services Coordinator

South Carolina Department of Administration
1200 Senate Street, Suite 460 Columbia, SC 29201
Post Office Box 2825, Columbia, SC 29211

Ph: 803.734.8120
www.admin.sc.gov

