**COLUMBIA CITY COUNCIL MEETING AGENDA**
**TUESDAY, DECEMBER 21, 2021**

The Columbia City Council will conduct a Council Meeting on Tuesday, December 21, 2021 at 2:00 p.m. at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The meeting will be streamed online at www.columbiasc.gov. Citizens can participate in the meeting in-person or via telephone by dialing **855-925-2801**. When prompted, enter meeting code: **8560**. During the meeting: press *1 to listen; *2 to leave a message; or *3 to request to speak. For additional information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin
The Honorable Sam Davis, District I ▪ The Honorable Tameika Isaac Devine, At-Large
The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable Daniel J. Rickenmann, District IV ▪ The Honorable William Brennan, District III

*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.*

## CALL TO ORDER

## EXECUTIVE SESSION

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

   *COVID-19*
   *Redistricting*
   *Phillips Street*

2. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)

   *Charlene Pelzer Maffett v. City of Columbia*

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

   *Busted Plug*

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

   *City Manager evaluation*
   *City Attorney evaluation*
   *Kronos*

## PLEDGE OF ALLEGIANCE

## INVOCATION

## ADOPTION OF THE AGENDA

## APPROVAL OF MINUTES

5. Council is asked to approve the December 7, 2021 City Council Meeting Minutes.

## CITY COUNCIL DISCUSSION / ACTION

6. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

   - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

7. Code Enforcement Policy Revisions - Mr. David Hatcher, Housing Official

## CONSENT AGENDA ITEMS 8 THROUGH 25

8. Council is asked to approve an agreement for the Administration of the City Center Business Improvement District (BID) for a term of January 1, 2022 to December 31, 2031, as requested by the Economic Development Department. Award to the City Center Partnership, Inc. The firm is located in Columbia, SC.

9. Council is asked to approve an agreement to Purchase Banner CX Upgrades, as requested by the Budget, Program Management, and Grants Office. Award to Hansen Banner, LLC, in the amount of $61,212.24. The vendor is located in Allentown, PA.

   *Funding Source: Technology Contingency - Professional Services; (5518408-636600). The original budget amount is $61,212.24.*

10. Council is asked to approve a Contract to Purchase Four Kubota Rough Terrain Vehicles for the Parks & Recreation Department, as requested by the Fleet Services Division. Award to Steen Enterprises, Inc. using the SC State Contract in the amount of $63,091.23. The vendor is located in Adams Run, SC.

    *Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is $63,091.23.*

11. Council is asked to approve a Contract to Purchase and Upfit two Chevrolet Tahoes for the Columbia Fire Department and for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of $126,685.83. The vendor is located in Columbia, SC.

    *Funding Source: Capital Replacement - Autos, Trucks, Heavy Equipment - Capital; (6308972-658500). The original budget amount is $126,685.83.*

12. Council is asked to approve a Contract to Upfit 36 Tahoes for the Columbia Police Department, as requested by the Fleet Services Division. Award to Love Chevrolet, with customization and outfitting work to be contracted out to West Chatham Warning Devices, using the SC State Contract in the amount of $409,528.17. The vendor is located in Columbia, SC.

    *Funding Source: Capital Replacement - Auto, Trucks, Heavy - Equipment-Capital; (6308972-658500). The original budget amount is $409,528.17.*

13. Council is asked to approve a Contract to Purchase 28 In-Car Camera Systems for the Columbia Police Department, as requested by the Fleet Services Division. Award to COBAN Technologies, Inc. using the HGAC Cooperative Contract in the amount of $190,209.60. The vendor is located in Houston, TX.

    *Funding Source: Capital Replacement - Computer Equipment / Hardware; (6308972-627500). The original budget amount is $190,209.60.*

14. 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 $1,172,504.76. The firm is located in Columbia, SC.

*Funding Source: Employee Health Center - Medical Services (6048920-636900) $956,504.76; Employee Health Center - Drug and Medical Supplies (6048920-624900) $30,000.00; Employee Health Center - Special Departmental Supplies (6048920-627100) $60,000.00; Employee Health Center - Coronavirus Services (6048920-638412) $120,000.00. The original budget amount is $1,172,504.76.*

15. Council is asked to approve the Purchase of a Flow Paced Chlorine Dioxide Generator for the Canal Water Treatment Plant, as requested by Columbia Water. Award to International Dioxide Inc., as a Sole Source in an amount not to exceed $62,739.36. The vendor is located in North Kingstown, RI.

    *Funding Source: Utilities Columbia Canal Water Treatment Plant - Machinery and Equipment-Capital (5516206-658300). The original budget amount is $62,739.36.*

16. Council is asked to approve a Contract to Purchase Magnesium Hydroxide and Thioguard Feed System for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia LLC, as a Sole Source in an amount not to exceed $850,333.16. The vendor is located in Waynesville, NC.

    *Funding Source: Utilities Metro Wastewater Plant - Chemicals; (5516208-624800). The original budget amount is $850,333.16.*

17. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Carolina Tap and Bore, Inc. in the amount of $250,000.00. The firm is located in West Columbia, SC.

    *Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was $1,250,000.00. The budget amount for this amendment is $250,000.00. The total revised budget amount is $1,500,000.00.*

    *This is a Mentor Protégé Program Project. Carolina Tap & Bore, Inc. of West Columbia, SC is the mentor and will provide labor, equipment/materials, and insurance and bonding services for the project at 80.00% ($200,000.00) of the amendment amount. LG Utility Contractors, Inc., a Minority Business Enterprise (W) of Lugoff, SC is the protégé and will provide waterline repair services, labor, equipment, and insurance and bonding at 20.00% ($50,000.00) of the amendment amount.*

18. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to Lake Murray Utility Company, Inc. in the amount of $350,000.00. The firm is located in Chapin, SC.

*Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516203-610100). The original budget amount was $800,000.00. The budget amount for this amendment is $350,000.00. The total revised budget amount is $1,150,000.00.*

*This is a Mentor Protégé Program Project. Lake Murray Utility Company, Inc. of Chapin, SC is the mentor and will provide overall project management, billing, and ordering services at 80% ($280,000.00) of the amendment amount. J.W. Brown Construction, LLC of Lexington, SC is the protégé and will provide waterline repair services at 20% ($70,000.00) of the amendment amount.*

19. Council is asked to approve Contract Amendment #4 to an Indefinite Delivery Contract for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to G. H. Smith Construction, Inc. in the amount of $350,000.00. The firm is located in Columbia, SC.

*Funding Source: Engineering Wastewater System Improvements – Special Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount was $850,000.00. The budget amount for this amendment is $350,000.00. The total revised budget amount is $1,200,000.00.*

*This is a Mentor Protégé Program Project. G. H. Smith Construction, Inc. located in Columbia, SC, is the mentor and will provide equipment/materials, and insurance/bonding services at 80.00% ($280,000.00) of the amendment amount. Smoak Construction, a Minority Business Enterprise (W) located in Little Mountain, SC, is the protégé and will provide waterline repair services and equipment/materials at 20.00% ($70,000.00) of the amendment amount.*

20. Council is asked to approve Contract Amendment #3 for Project SD8450; Stormwater Bond Program Management Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of $1,770,400.00. The firm is located in Columbia, SC.

*Funding Source: Stormwater Improvement Capital Project Control/Capital Project Cost (5549999-SD845001-658650). The original budget amount was $5,515,115.00. The budget amount for this amendment is $1,770,400.00. The total revised budget amount is $7,285,515.00.*

*This is a Columbia Disadvantaged Business Enterprise (CDBE) project. The CDBE goal for the total project is 20%, with this contract amendment the goal will be maintained at 20.32%.*

*CDBE project percentages for this contract amendment are as follows:*

*Woolpert, Inc. is the Prime Contractor and will provide project management services at 83.79% ($1,483,400.00) of the amendment amount.*

*4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 6.10% ($108,000.00) of the amendment amount.*

*Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 2.82% ($50,000.00) of the amendment amount.*

*PJ Noble & Associates, a Minority Business Enterprise (W) of Columbia, SC will provide design and construction administration and public outreach services for one or more stormwater capital improvement projects at 5.65% ($100,000.00) of the amendment amount.*

*Clemson University of Clemson, SC will develop educational programs under the stormwater bond program at 1.64% ($29,000.00) of the amendment amount.*

21. Ordinance No.: 2021-075 Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01

    *First reading approval was given on December 7, 2021.*

22. Ordinance No.: 2021-076 Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06

    *First reading approval was given on December 7, 2021.*

23. Ordinance No.: 2021-077 Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11

    *First reading approval was given on December 7, 2021.*

24. Ordinance No.: 2021-095 Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09

*First reading approval was given on December 7, 2021.*

25. Ordinance No.: 2021-096 Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09

*First reading approval was given on December 7, 2021.*

## REDISTRICTING ORDINANCE - SECOND READING

26. Ordinance No.: 2021-098 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b)

*First reading approval was given on December 7, 2021.*

## ORDINANCES - SECOND READING

27. Ordinance No.: 2021-097 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51

*First reading approval was given on December 7, 2021.*

28. Ordinance No.: 2021-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127

*First reading approval was given on December 7, 2021.*

## ORDINANCES - FIRST READING

29. Ordinance No.: 2021-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36

30. Ordinance No.: 2021-100 - Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02

31. Ordinance No.: 2021-102 - Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200

## RESOLUTIONS

32. Resolution No.: 2021-125 - Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Columbia Development Corporation for the purchase of property located at 1042 Adeline Drive, Richland County TMS #11215-06-25, 1618 Pulaski Street, Richland County TMS #09010-12-03 and Lincoln Street Easement Areas A and C

## EVENT RESOLUTION

*Safety plans that adhere to the COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, have been reviewed and approved by the Columbia Police Department for each of the following events.*

33. Resolution No.: 2021-133 - Authorizing consumption of beer and wine only at 650 Candi Lane, Saluda Riverwalk Parking Area for the 22nd Annual Iceman Championships (kayak races) on Saturday, January 8, 2022

## OTHER MATTERS

34. Council is asked to approve a three-way stop at the intersection of Marion Street and Whaley Street, as requested by the Public Works Department.

*The Columbia Police Department and the Columbia Fire Department have reviewed and approved the proposed installation.*

35. Council is asked to approve the installation of three speed humps and a speed limit reduction from 30 mph to 25 mph along the 4000-4300 blocks of Grand Street, as requested by the Public Works Department.

    *The Columbia Police Department and the Columbia Fire Department have reviewed and approved the proposed installation.*

## SPECIAL TRIBUTES

36. Presentations on Behalf of the City of Columbia Team - Ms. Teresa Wilson, City Manager

## COMMUNITY APPRECIATION / PUBLIC INPUT

## ADJOURNMENT

# COLUMBIA CITY COUNCIL MEETING MINUTES
# TUESDAY, DECEMBER 7, 2021

The Columbia City Council conducted a meeting on Tuesday, December 7, 2021 at City Hall, 1737 Main Street, 3rd Floor, Columbia, SC 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:10 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. The minutes are numbered to coincide with the order of the meeting.

## PLEDGE OF ALLEGIANCE

## INVOCATION

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

## ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adopt the agenda, subject to deferring Item 47, moving the first Executive Session to after City Council Discussion/Action, adding Redistricting and Prisma discussions to Item 57, and adding the Discussion of the Employment of an Employee - City Manager and City Attorney evaluations to Executive Session as Item 58.

## APPROVAL OF MINUTES

1. Council is asked to approve the November 9, 2021 City Council Meeting Minutes.

Upon a motion made by Mr. Davis and seconded by Mr. Brennan, Council voted unanimously to approve the November 9, 2021 City Council Meeting Minutes.

## PRESENTATIONS

2. Resolution No.: R-2021-128 Approving the Honorary Naming of the northwest corner of Richland Street and Henderson Street, the 1900 block of Henderson Street and the 1600 block of Richland Street "William Joseph Sumter Lane" – *Approved*

DRAFT

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-128 Approving the Honorary Naming of the northwest corner of Richland Street and Henderson Street, the 1900 block of Henderson Street and the 1600 block of Richland Street "William Joseph Sumter Lane".

Mayor Benjamin said it has always been a point of personal pride for those who value history to be able to walk these streets, see the beautifully distinct buildings, and be able to point out with pride over a century of African American ownership in the heart of our city.

Ms. Van Dozier, said this is for my great grandfather. This has been a long time coming and we are so appreciative. Thank you.

3. Resolution No.: R-2021-129 Approving the Honorary Naming of Lady Street between Huger Street and Pulaski Street "Kay Kaplan Thigpen Way" – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-129 Approving the Honorary Naming of Lady Street between Huger Street and Pulaski Street "Kay Kaplan Thigpen Way".

Mayor Benjamin said I don't think you can discuss arts in Columbia and the manifestation of it in a meaningful way without talking about the legacy of Kay Thigpen. Representative Beth Bernstein is here to accept this on behalf of the family members and supporters of Kay Thigpen and Trustus Theater.

Representative Beth Bernstein, SC House District 78 said I was contacted by a relative that does not live in Columbia. This community and Trustus meant so much to Kay Thigpen. It is very appropriate that the portion of street where Trustus Theater resides will forever be known as Kay Kaplan Thigpen Way. Thank you.

4. Resolution No.: R-2021-136 Approving the Honorary Naming of the Corner of Colonial Drive and Willow Street; 3800 Block of Colonial Drive; Corner of Colonial Drive and Manse Street; and 4100 Block of Colonial Drive "Dr. Milton Kimpson Drive" – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-136 Approving the Honorary Naming of the Corner of Colonial Drive and Willow Street; 3800 Block of Colonial Drive; Corner of Colonial Drive and Manse Street; and 4100 Block of Colonial Drive "Dr. Milton Kimpson Avenue".

The Honorable Milton G. Kimpson, Jr., SC Administrative Law Court Judge said the Kimpson Family would like to say thank you for this wonderful honor. In addition to my dad's love of education and a number of things, he loved the City of Columbia. All of us grew up in the city and this city means so much to us. We thank you so much for this honor and every time we pass that block we will think about this experience.

Mayor Benjamin said Milton Kimpson meant so much to many of us. Everything that I have ever done professionally, I have gone to Deacon Kimpson for advice and counsel. The answer was almost always; go for it, I am with you. The legacy that Deacon Kimpson leaves is so large. Thank you all for sharing him with us.

Ms. Teresa Wilson, City Manager took a moment of personal privilege to present Chief Holbrook with the 2021 Dominion Award for Excellence in Law Enforcement. This award is presented annually at the South Carolina Law Enforcement Officers Association awards banquet. The Dominion Award recognizes the overall activities and outstanding achievements of an entire law enforcement agency or department. This is the second time in five years that the Columbia Police Department has received this coveted award. Congratulations to the Chief and the department.

5. Resolution No.: R-2021-138 Acknowledging the Intent to name the proposed Teaching Kitchen "Deborah Christie Teaching Kitchen" – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2021-138 Acknowledging the Intent to name the proposed Teaching Kitchen "Deborah Christie Teaching Kitchen".

6. Recognition of Fall 2021 Mayor's Fellows and Intern - The Honorable Mayor Stephen K. Benjamin

Ms. Teresa Wilson, City Manager said David Olds, a former Mayor's Fellow, has been helping archive all of Mayor Benjamin's things. We wanted to recognize David for all of his hard work.

Mayor Benjamin said I was just telling David's grandfather how much of an amazing contribution he has made; first as a fellow and now as our archivist. He is a representative of our amazing young people of the city. We are grateful to have Blakely Hardin and Jaheem McLaurin, half of our final class of Mayor's Fellows. Sofia Gomez and Zoe Doan couldn't be here with us. Both are students from Benedict College. When we started this program almost 12 years ago, we never really anticipated the success of the program. We have had well over 300 young people come through this program. The program allows young people to learn more about what interests them. This is

my last class of Mayor's Fellows. I know Mr. Rickenmann has been working to continue the program because it is one of the best things we have done. I want to thank you for your service.

Mr. Jaheem McLaurin, Fall 2021 Mayor's Fellow said I am a political science major at the University of South Carolina. My plan is to go to law school. Thank you all for allowing me to be a part of this program. I have enjoyed working with Mayor Benjamin and the rest of the Mayor's Fellows.

Ms. Blakely Hardin, Fall 2021 Mayor's Fellow said I am a sophomore studying political science at the University of South Carolina Honors College. In the future, I hope to transition to a master's in public policy to work in education policy in South Carolina. I want to thank Mayor Benjamin and Mr. Scott for this program. I have greatly enjoyed and appreciated my time here.

## CITY COUNCIL DISCUSSION / ACTION

7. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director said on November 24, 2021, a new variant of Sars-CoV-2 was reported to the World Health Organization. The WHO named Omicron a variant of concern (VOC) on November 26th and the U.S. designated it a VOC on November 30th. The first case of Omicron in the U.S. was confirmed on December 1st and has been detected in 19 states. The closest to our state is Georgia. CDC Scientists are working with partners to gather data and virus samples of Omicron to learn more about this new variant. Nationally the 7-day average trend in new hospital admission of patients with confirmed COVID-19 is up 13% compared to the previous 7-day period. As far as case rates, South Carolina has dropped in the rankings and we are now 45th in the nation. Forecast models show cases in our state will remain stable for the next four weeks. As of the latest report, COVID-19 key indicators as provided by DHEC continue to show down trends. In South Carolina, the confirmed case count stands at 739,796 with 12,636,626 tests to date. Today's case count is 661 with a 6.4% percent positivity rate. There were two new confirmed deaths and two probable deaths at last reporting. The state's total is 12,386 confirmed deaths due to COVID-19 and 14,318 combined. In Richland County, there were 57,297 confirmed cases. Today's case count is 41. To date there are 670 confirmed deaths and 121 probable, totaling 791. Richland County is averaging 31 new confirmed cases each day. As of December 1st, Richland County's 14-day recent disease activity incidence rate is medium and the percent positivity rate is 2.4%. The statewide hospitalizations bed utilization rate is 76.29%. As of December 6th, there were 471 patients currently hospitalized with COVID-19 confirmed or suspected. The Richland County

utilization rate is 71.7%, with 18 COVID-19 patients hospitalized and one COVID-19 pediatric patient. DHEC reports 5,943,278 doses of COVID-19 vaccines have been administered in South Carolina. As of December 5th, approximately 50.6% of South Carolina's eligible population is fully vaccinated and 58.6% have received at least one dose. Out of children aged 5-11, 8.3% have received at least one vaccine dose and 63.5% of children aged 12 and older have received at least one vaccine dose. In Richland County, 53.5% have completed their vaccinations and 62.2% residents have received at least one vaccine. According to the CDC's latest reporting on December 6th, 63.8% of the U.S. population five and older have been fully vaccinated and 75.6% have received at least one dose; 86.6% of those 65 and older have been fully vaccinated and 99.9% have received at least one dose; and 83.5% of the population 18 and older have received at least one dose. City staff continues to work with our partners to host vaccination clinics after hours, weekends, and mobile. Safety and Risk Management continues to provide staff with updates on COVID-19 protocols.

Mayor Benjamin asked about the employee vaccination rate.

Ms. Teresa Wilson, City Manager said we are at 87%.

Mayor Benjamin said that is fantastic and I want to thank everyone for their leadership in that space. We are seeing the benefits of good practices and vaccinations. Regardless of what may come, we have so many more tools at our disposal now with vaccination being the most important. We are nearly at 90% of vaccinated city staff, that is something to be thankful for.

8. 2021 Municipal Equality Index Report - The Honorable Tameika Isaac Devine

Councilor Devine said the Human Rights Campaign was established in 1980 and strives to end discrimination against the LGBTQIA community. This index is done on an annual basis for 506 municipalities. We have ranked high in the annual index over the last couple of years. Last year, Councilman Duvall and I were asked by the Mayor to take the lead in looking at where the city was ranking. This is the tenth year of the scorecard for the city and it is my pleasure to announce that the city has received a score of 82; the highest rate of a city in the state of South Carolina. This shows the intention of the current leadership to make sure that we have an inclusive city that meets the needs of all residents. This year, we established our Advisory Council on Equality, which Councilman Duvall will continue to lead, keep improving our score, and work to bring in more inclusiveness.

Mr. Tyson Lusk, Advisory Committee on Equality member said thanks Councilwoman Devine and Councilman Duvall for your leadership on this issue. What was endearing about this process, is that this worked as we want our city to work. It was elected officials, city staff, and citizens coming together for the betterment of our community. I appreciate all of your efforts. We talk a lot about the importance of our city being equitable and inclusive, but it is also an economic issue. We talk a lot about wanting to retain students from the colleges and I think this is an economic driver for our community. Young people are now more open about LGBTQIA+ equality. We can take pride in City of Columbia having the highest rate in South Carolina. Thank you to everyone involved; 82 is great but we can always keep going forward.

## EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:00 p.m. for the discussion of **Item 9.**

9. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – *Received as information, no action was taken.*
*Administrative Policies*

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to adjourn Executive Session at 3:23 p.m. and reconvene the meeting.

## CITY COUNCIL COMMITTEE REFERRALS / REPORTS

10. Administrative Policy Committee - The Honorable Edward H. McDowell, Jr. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to remove the referrals dealing with revisions to the administrative policies from the committee's agenda.

11. Public Safety Committee - The Honorable Daniel J. Rickenmann – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to remove the referral dealing with revisions to code enforcement policies from the committee's agenda.

DRAFT

**COLUMBIA CITY COUNCIL MEETING MINUTES**
**TUESDAY, DECEMBER 7, 2021**

## ADMINISTRATIVE POLICIES - ORDINANCES FIRST READING

12. Ordinance No.: 2021-097 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-097 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51, as amended to change the Council Meeting start time to 4:00 p.m.

13. Ordinance No.: 2021-099 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-099 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127, as amended to change Sec. 2-7 regarding the Mayor Pro Tempore to read: on or before the second meeting in January following a general election for the Council, the Council should elect one member of the body as a Mayor Pro Tem to serve as such for one year.

## CONSENT AGENDA ITEMS 14 THROUGH 33

Ms. Teresa Wilson, City Manager said there are several items where we are utilizing the protégé led project method for some of our major water and sewer projects.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to approve Consent Agenda **Items 14** through **33**.

14. Council is asked to approve an Agreement to Purchase a Gas Chromatography-Mass Spectrometry Analysis Tool, as requested by the Columbia Police Department. Award to Agilent Technologies Inc., as a Sole Source in an amount not to exceed $84,111.44. The vendor is located in Chicago, IL. – *Approved*

*Funding Source: U.S. Justice Grants Control - Computer/Electrical Equipment - Capital; JAG Drug Analysis Lab Improvement - Computer/Electrical Equipment - Capital (2659999-658600) (9211000118-658600). The original budget amount is $84,111.44.*

15. Council is asked to approve the Renewal of Cityworks Software and License Support for the term of January 15, 2022 through January 14, 2023, as requested by the Information Technology Services Department. Award to Azteca Systems, LLC, in the amount of $113,400.00. The vendor is located in Sandy, UT. – *Approved*

*Funding Source: Public Works Administration - Maintenance & Service Contracts (1011124-638200) $8,089.20; Forestry Horticulture - Maintenance & Service Contracts (1011217-638200) $8,640.00; Streets Street & Sidewalk Repair - Maintenance & Service Contracts (1013201-638200) $2,700.00; Traffic Operations - Maintenance & Service Contracts (1013204-638200) $3,780.00; Streets - Storm Drains - Maintenance & Service Contracts (5534203-838200) $2,160.00; Streets - Water & Sewer Repair - Maintenance & Service Contracts (5513202-638200) $2,700.00; Customer Service - Maintenance & Service Contracts (5511407-638200) $3,780.00; Meter Reading - Maintenance & Service Contracts (5516202-638200) $16,740.00; Utilities Wastewater Maintenance - Maintenance & Service Contracts (5516205-638200) $53,470.80; Solid Waste Street Sweeping - Maintenance & Service Contracts (5534408-638200) $11,340.00. The original budget amount is $113,400.00.*

16. Council is asked to approve a Contract to Purchase a Heil Python Side Loader with a 2022 Mack LR chassis for the Solid Waste Division, as requested by the Fleet Services Division. Award to Carolina Environmental Systems, using the Sourcewell Contract in the amount of $310,025.00. The vendor is located in Kernersville, NC. – *Approved*

*Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment - Capital (6308972-658500). The original budget amount is $310,025.00.*

17. Council is asked to approve the Renewal of Grant Management Services to support the City's continuation of FEMA associated grant programs for the term of January 1, 2022 through December 31, 2022, as requested by the Budget, Program Management and Grants Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise (W), in the amount of $635,481.00. The firm is located in New Orleans, LA. – *Approved*

*Funding Source: Flood Recovery Program Management - 2015 October Flood Recovery (2531116-638400); Flood Recovery Program Management - Coronavirus Services (2531116-638412). The budget amount is $635,481.00.*

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18. Council is asked to approve a Contract for T.S. Martin Park Improvements Phase II, as requested by the Parks and Recreation Department. Award to AOS Specialty Contractors, Inc., in an amount not to exceed $229,134.00, which includes contingency. The firm is located in Lexington, SC. – *Approved*

*Funding Source: Community Development Block Grant (CDBG - General Capital Projects - T.S. Martin Park Improvements - Professional Services for Capital Projects (4039999-PK004602-658660). The original budget amount is $229,134.00.*

*AOS Specialty Contractors, Inc., a Minority Business Enterprise (W), is the prime contractor and will be performing park revitalization services at 52.59% ($118,285.00) of the total contract amount.*

*The following subconsultants will provide additional services:*

*Detail Fence, LLC of Lexington SC will provide fencing services at 47.41% ($108,639.00) of the total contract amount.*

19. Council is asked to approve an Agreement for Finlay Park Design Services, as requested by the Parks and Recreation Department. Award to Stantec Consulting Services, Inc. in an amount not to exceed $1,500,000.00, which includes contingency. The firm is located in Columbia, SC. – *Approved*

*Funding Source: General Capital Projects - Finlay Park Rehabilitation - Professional Services for Capital Projects (4039999-PK005608-658660). The original budget amount is $1,500,000.00.*

*Stantec Consulting Services, Inc., located in Columbia, SC, will provide design services at 17.84% ($222,980.00) of the total contract amount.*

*The following subconsultant will provide additional services:*

*Civitas, Inc., located in Denver, CO, will provide park planning services at 16.00% ($200,000.00) of the total contract amount.*

*LS3P Associates, Ltd., located in Columbia, SC, will provide architecture services at 18.00% ($225,000.00) of the total contract amount.*

*Chao and Associates, a Minority Business Enterprise located in Columbia, SC, will provide civil and structural engineering, survey, and permitting services at 20.64% ($258,000.00) of the total contract amount.*

*Aiken Cost Consultants, Inc., located in Greenville, SC, will provide cost estimating services at 1.28% ($16,020.00) of the total contract amount.*

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*Johnson and King Engineers, Inc., located in Columbia, SC, will provide building structural engineering services at 1.20% ($15,000.00) of the total contract amount.*

*Buford, Goff and Associates, Inc., located in Columbia, SC, will provide mechanical, electrical, and plumbing engineering and site electrical services at 8.00% ($100,000.00) of the total contract amount.*

*W.P. Law, Inc., located in Lexington, SC, will provide aquatic/water feature and design/irrigation services at 11.24% ($140,500.00) of the total contract amount.*

*F&ME Consultants, Inc., located in Columbia, SC, will provide geotechnical engineering and special inspections services at 5.00% ($62,500.00) of the total contract amount.*

*Brownstone Construction Group, LLC, a Minority Business Enterprise located in Columbia, SC, will provide cost estimate review services at 0.80% ($10,000.00) of the total contract amount.*

20. Council is asked to approve a Contract to Purchase a Pierce Custom Enforcer - PUC with 107' Aerial Ladder for the Columbia Fire Department, as requested by the Fleet Services Division. Award to Spartan Fire and Emergency Apparatus, using the HGAC Cooperative Contract in the amount of $1,326,459.00. The vendor is located in Roebuck, SC. – *Approved*

*Funding Source: Capital Replacement - Auto, Trucks, Heavy - Equipment - Capital (6308972-658500). The original budget amount is $1,326,459.00.*

21. Council is asked to approve a Contract for Project SS7298; Wastewater Relocation at 327 Vincenne Road, as requested by Columbia Water. Award to LG Utility Contractors, Inc. in an amount not to exceed $72,933.00, which includes contingency. The firm is located in Lugoff, SC. – *Approved*

*Funding Source: Engineering - Water & Sewer Improvements (5529999-SS729801-658650). The original budget amount is $72,933.00.*

*This is a Mentor Protégé Program Protégé Only project. LG Utility Contractors, Inc., a Minority Business Enterprise (W), is the protégé and will provide pipeline rehabilitation services at 93.00% ($58,776.40) of the total contract amount.*

*The following subcontractors/suppliers will provide additional services/supplies:*

*Fortiline Water Works, of Lexington, SC will provide materials at 7.00% ($4,643.60) of the total contract amount.*

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22. Council is asked to approve an Agreement for Project SS7594; Project Management and Consultant Oversight Services for the Continual Sewer Assessment Program, as requested by Columbia Water. Award to AECOM Technical Services, Inc., in an amount not to exceed $131,040.00. The firm is located in Columbia, SC. – *Approved*

*Funding Source: Utilities Wastewater Maintenance - Special Contracts Water/Sewer, Stormwater (5516205-638305). The original budget amount is $131,040.00.*

23. Council is asked to approve an Agreement for Project WM4543; Lake Murray Taste and Odor Treatment System Project, as requested by Columbia Water. Award to Black & Veatch Corporation in an amount not to exceed $188,600.00. The firm is located in Columbia, SC. – *Approved*

*Funding Source: Water and Sewer Capital Projects - Lake Murray Treatment System - Capital Project Costs (5529999-WM454301-658650). The original budget amount is $188,600.00.*

*This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide design, permitting, and construction phase and provide project closeout services at 69.56% ($131,190.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) located in Marietta, SC is the protégé and will provide electrical & instrumentation and control design engineering services and construction management services at 29.25% ($55,160.00) of the total contract amount.*

*The following subconsultant will provide additional services:*

*S&ME of Columbia, SC will provide construction materials testing services at 1.19% ($2,250.00) of the total contract amount.*

24. Council is asked to approve a Contract for Project WM4587; Water Main Relocation along Sebring Drive, as requested by Columbia Water. Award to LG Utility Contractors, Inc. in an amount not to exceed $192,884.40, which includes contingency. The firm is located in Lugoff, SC. – *Approved*

*Funding Source: Engineering - Water & Sewer Improvements (5529999-WM458701-658650). The original budget amount is $192,884.40.*

*This is a Mentor Protégé Program Protégé Only project. LG Utility Contractors, Inc., a Minority Business Enterprise (W), is the protégé and will provide pipeline rehabilitation services at 85.62% ($137,620.81) of the total contract amount.*

*The following subcontractors/suppliers will provide additional services/supplies:*

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*Fortiline Water Works, of Lexington, SC, will provide water line materials at 14.38% ($23,116.19) of the total contract amount.*

25. Council is asked to approve Contract Amendment #2 for the Purchase of Chemicals for the Canal Water Treatment Plant and the Lake Murray Water Plant, as requested by Columbia Water. Award to Carus, LLC in the amount of $162,100.00 to support a price per ton increase. The firm is located in Peru, IL. – *Approved*

*Funding Source: Utilities Columbia Canal Water Treatment Plant - Chemicals (5516206-624800) $100,000.00; Utilities Lake Murray Water Plant - Chemicals (5516207-624800) $62,100.00. The original budget amount was $162,100.00. The budget amount for this amendment is $162,100.00. The total revised budget amount is $324,200.00.*

26. Council is asked to approve a Contract for Wet Well Cleaning Services for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to EnviroWaste Services Group, Inc. in an amount not to exceed $191,600.00. The vendor is located in Palmetto Bay, FL. – *Approved*

*Funding Source: Utilities Metro Wastewater Plant – Maintenance & Service Contracts (5516208-638200). The original budget amount is $220,000.00.*

27. Council is asked to approve Contract Amendment #2 for the Purchase of Chemicals for the Canal Water Treatment Plant and the Lake Murray Water Plant, as requested by Columbia Water. Award to JCI Jones Chemicals, Inc. in the amount of $206,700.00 to support a price per ton increase. The firm is located in Sarasota, FL. – *Approved*

*Funding Source: Utilities Columbia Canal Water Treatment Plant - Chemicals (5516206-624800) $85,000.00; Utilities Lake Murray Water Plant - Chemicals (5516207-624800) $121,700.00. The original budget amount was $206,700.00. The budget amount for this amendment is $206,700.00. The total revised budget amount is $413,400.00.*

28. Council is asked to approve Contract Amendment #5 for Project SS7363; Smith Branch 03 Sewer System Evaluation Study and Sewer Rehabilitation Implementation, as requested by Columbia Water. Award to AECOM in the amount of $222,169.00. The firm is located in Columbia, SC. – *Approved*

*Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS7363-658650). The original budget amount was $1,187,509.00. The budget amount for this amendment is $222,169.00. The total revised budget amount is $1,409,678.00.*

*This is a Mentor Protégé Program project. AECOM is the mentor and will provide general services during construction including construction administration, construction observation, and inspection services at 79.68% ($177,035.00) of the amendment amount. DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide easement exhibits, construction administration, observation, and inspection services at 20.32% ($45,134.00) of the amendment amount.*

29. Council is asked to approve Contract Amendment #2 for Project SS7582; Wastewater Collection System Manhole Survey, as requested by Columbia Water. Award to Hydrostructures in the amount of $297,750.00. The firm is located in Cayce, SC. – *Approved*

*Funding Source: Engineering Wastewater System Improvement Special Contracts Water/Sewer - Stormwater (5516221-SS758201-638305). The original budget amount was $424,750.00. The budget amount for this amendment is $297,750.00. The total revised budget amount is $722,500.00.*

*This is a Columbia Disadvantaged Business Enterprise (CDBE) Project. The CDBE goal placed on this project at 12.00% is met at 12.00% ($35,730.00) of the amendment amount.*

*Hydrostructures of Cayce, SC will provide technical engineering support for surveying and mapping services at 88.00% ($262,020.00) of the amendment amount.*

*The following subcontractors will provide additional services:*

*DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide manhole inspection services at 5.00% ($14,887.50) of the amendment amount.*

*Construction Support Services, a Minority Business Enterprise of Hopkins, SC will provide surveying services at 7.00% ($20,842.50) of the amendment amount.*

30. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7800 Garners Ferry Road; TMS# 19102-05-12 - *First reading approval was given on November 9, 2021 – Approved on second reading.*

*Ordinance No.: 2021-085 Annexing and Incorporating 0.69 acres, 29,000 square feet 7800 Garners Ferry Road, Richland County TMS# 19102-05-12 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on second reading.*

*Council District: 3*

*Proposal: Request to annex the property and assign a land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial (GC) at the time of annexation. The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.*

*Applicant: Take 5 Carolinas Property Company, LLC*

*Staff Recommendation: Approval*

*PC Recommendation: 05/03/2021; Approval (9-0)*

31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for NX3900 River Drive a/k/a 3820 River Drive; TMS# 09103-05-09 - *First reading approval was given on November 9, 2021 – Approved on second reading.*

*Ordinance No.: 2021-084 Annexing and Incorporating 0.22 acres NX3900 River Drive, Richland County TMS# 09103-05-09 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on second reading.*

*Council District: 1*

*Proposal: Request to annex the property and assign a land use classification of Urban Core Mixed Residential Type 2 (UCMR-2) and assign zoning of Employment Campus (EC) at the time of annexation. The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.*

*Applicant: Osama Khammash*

*Staff Recommendation: Approval*

*PC Recommendation: 09/13/2021; Approval (6-0)*

32. ZONING TEXT AMENDMENT to Amend the text of the Unified Development Ordinance - *First reading approval was given on November 9, 2021 – Approved on second reading.*

*Ordinance No.: 2021-087 Amending The Unified Ordinance of the City of Columbia, South Carolina, Article 2: Administration, Sec. 17-2.2(d) Table 17-2.2; Sec. 17-2.5(c)(3)(b); Sec. 17-2.5(g); Sec. 17.2.5(y); and, Article 3: Zoning Districts, Sec. 17-3.3(d); Sec.17-3.3(f)(3); Sec. 17-3.3(g)(3); and, Article 4: Use Regulations, Sec. 17-4.2(b); Sec. 17-4.2(b) Table (4); Sec. 17-4.2 (c)(4); Sec. 17-4.3(d)(1); Sec. 17-4.3(d)(6); and, Article 5: Development Standards, Table 17-5.2(I)(1)B; Sec.17-5.3(b); Sec.17-5.3(i)(5) and 17-5.4 (f); 17-5.10(c)(5); Table 17-5.10(c)(6)a.1; Table 17-5.10(c)(6)a.3; Table 17-5.10(c)(6)a.4.i; Table 17-5.10(c)(6)a.4.ii; 17-5.11(d); Table 17-5.11(D)(4); Article 7: Nonconformities, Sec17-7.1(c); Sec17-7.6(b)(1); Sec17-7.6(b); Sec17-7.6(c);and, Article 9: Definitions and Rules Management, Sec17-9.2(a)(6); Sec.17-9.4; and Appendix C: Type: Landmarks; Table C: Type 3 Landmark s – Approved on second reading. Proposal: Amendments to the text of Chapter 17 of the Columbia Code of Ordinances entitled "Unified Development Ordinance of the City of Columbia, South Carolina"*

*Applicant: Rachel Bailey, Zoning Administrator*



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*Staff Recommendation: Approval*

*PC Recommendation: 10/04/2021; Approval (7-0)*

33. MAJOR AMENDMENT to a Planned Development at S/S Broad River Road, TMS# 05013-01-01 & 05009-02-52 - *First reading approval was given on November 9, 2021 – Approved on second reading.*

*Council District: 1*

*Proposal: Request to make a Major Amendment to a Planned Development (PD).*

*Applicant: Philip Reames, Great Southern Homes*

*Staff Recommendation: Approval*

*PC Recommendation: 10/04/2021; Approval (7-0)*

## ORDINANCES - FIRST READING

34. Ordinance No.: 2021-075 Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01 – *Approve on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-075 Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01.

35. Ordinance No.: 2021-076 Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06 – *Approve on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-076 Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block

of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06.

36. Ordinance No.: 2021-077 Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11 – *Approve on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to Ordinance No.: 2021-077 Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11.

37. Ordinance No.: 2021-095 Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09 – *Approve on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-095 Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09.

38. Ordinance No.: 2021-096 Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09 – *Approve on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2021-096 Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09.

## RESOLUTIONS

Upon a single motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve **Items 39** through **43**.

39. Resolution No.: R-2021-121 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Arrington Place Apartments) in the Maximum Principal Amount of $7,540,000, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date – *Approved*

40. Resolution No.: R-2021-122 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina, of its Multifamily Housing Revenue Notes or Bonds (Brookfield Pointe) in the Maximum Principal Amount of $9,999,999, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date – *Approved*

41. Resolution No.: R-2021-123 Approving the Issuance by the Housing Authority of the City of Columbia South Carolina of its Multifamily Housing Revenue Notes or Bonds (St. Andrew's Crossings) in the Maximum Principal Amount of $10,500,000, in One or More Series, Pursuant to Section 147(F) of the Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date – *Approved*

42. Resolution No.: R-2021-124 Approving the Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed $30,000,000 Multifamily Housing Revenue Bonds (Haven at Congaree Pointe Project), in One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date – *Approved*

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43. Resolution No.: R-2021-132 Approving The Issuance by the Housing Authority of the City of Columbia, South Carolina of Its Not to Exceed $35,000,000 Multifamily Housing Revenue Bonds (Garden Lakes Apartment Project), in One or More Series, Pursuant to Section 147(F) of The Internal Revenue Code of 1986, as Amended; Providing Certain Other Matters in Connection Therewith; and Providing an Effective Date – *Approved*

44. Resolution No.: R-2021-126 Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1509 Gervais Street, Richland County TMS # R11401-05-12 and at 1212 Bull Street, Richland County TMS # R11401-05-16 – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-126 Certifying A Building Site as Abandoned Buildings Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 1509 Gervais Street, Richland County TMS # R11401-05-12 and at 1212 Bull Street, Richland County TMS # R11401-05-16.

45. Resolution No.: R-2021-131 Certifying Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2638 Two Notch Road, Richland County TMS # R11516-09-21 – *Approved*

Upon a motion made by Mr. Davis and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2021-131 Certifying Building Sites Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding the property located at 2638 Two Notch Road, Richland County TMS # R11516-09-21.

46. Resolution No.: R-2021-120 Authorizing the City to request de-federalization of the Revolving Loan Fund from EDA and to use such award funds for the continuation of a Revolving Loan Fund – *Approved*

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2021-120 Authorizing the City to request de-federalization of the Revolving Loan Fund from EDA and to use such award funds for the continuation of a Revolving Loan Fund.

47. Resolution No.: R-2021-134 Adopting a Policy and Criteria to Provide a Tax Credit for the Acquisition and Redevelopment of Government Owned Property to a Privately Owned, Taxable Use within the City of Columbia – *Deferred*

48. Resolution No.: R-2021-135 Providing funds to CEZ, Inc. for property acquisition for Parcel A-1 of TMS R13500-02-07 in support of an Affordable Housing Project on the same parcel – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2021-135 Providing funds to CEZ, Inc. for property acquisition for Parcel A-1 of TMS R13500-02-07 in support of an Affordable Housing Project on the same parcel.

Councilor Davis asked where the property referenced is located.

Ms. Teresa Wilson, City Manager said it is located on Atlas Road in Southeast Columbia.

Councilor Devine asked what amount of the funds is being provided.

Ms. Teresa Wilson, City Manager said $600,000.

49. Resolution No.: 2021-137 Establishing One Columbia for Arts and Culture as the official Local Arts Agency [LAA] – *Approved as amended*

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: 2021-137 Establishing One Columbia for Arts and Culture as the official Local Arts Agency, subject to amending the end date from 2022 to 2023.

**EVENT RESOLUTION**

50. Resolution No.: R-2021-130 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Annual Ball on Saturday, January 29, 2022 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: R-2021-130 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Annual Ball on Saturday, January 29, 2022.

**COLUMBIA CITY COUNCIL MEETING MINUTES**
**TUESDAY, DECEMBER 7, 2021**

## APPOINTMENTS

51. Columbia Tree and Appearance Commission – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Brennan, Council voted unanimously to appoint Shannon Kathrein and Kirstin Dow to the Columbia Tree and Appearance Commission for a term of three years.

52. Planning Commission – *Deferred*

53. SC Memorial Park Commission – *Deferred*

## OTHER MATTERS

54. Council is asked to approve the Installation of two (2) Speed Humps on Kathwood Drive, as requested by the Public Works Department. – *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve the installation of two speed humps on Kathwood Drive.

55. Fiscal Year 2021/2022 Hospitality Tax Supplemental Allocations - Ms. Melisa Caughman, Budget & Program Management and Grants Director – *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve the following hospitality tax allocations: $10,000 to 7Sunday; $10,000 to Ann Brodie's Carolina Ballet; and $25,000 to the Violins of Hope and Varna International.

Upon a motion made by Mayor Benjamin and seconded by Mr. McDowell, Council voted unanimously to approve the hospitality tax allocation of $25,000 to SC Women in Leadership for Opening Day. Ms. Devine abstained from voting due to a potential conflict of interest.

## REDISTRICTING PUBLIC HEARING & ORDINANCE FIRST READING

59. Ordinance No.: 2021-098 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b) – *Approved on first reading.*

**Council opened the public hearing at 4:09 p.m.**

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Ms. Elizabeth Marks, Historic Robert Mills Neighborhood Association said having looked at the map carefully, I wonder whether or not the people who have given you advice on it have taken into consideration the diminishing numbers of minority density in the district. If you look at the traditional minority neighborhoods, there has been an influx of non-minority property owners and investors because those properties are typically lower cost. Our concern is the diminishing minority representation in those neighborhoods and with the new projects coming online in downtown district two, it is going to impact the minority representation. Redistricting is about trying to make the playing field level and fair. Many of those developments were on the books before the 2020 Census. I'm hoping that Council will recognize that when you combine those new projects with diminishing minority density in traditional district two neighborhoods. We are looking at within 18 months having an inequality and not a complete balance. I am asking that Council take a second look at district two and at the trend of diminishing minority residents in traditional minority neighborhoods. The gentrification in downtown is really impacting that.

Ms. Oveta Glover, SC NCAAP Columbia Branch President said we have submitted maps and a letter. We ask that you look at the maps that we drew for redistricting. The proposal includes an overall city map as well as a map that highlights the downtown area. I also included demographic information. Our focus for redistricting is part of our mission to insure that African American voters and all voters of color receive fair and equitable access to political power and electoral opportunity. We believe it to be of critical importance to maintain two of the city council districts: district one and district two. In drawing our proposed maps, we have been mindful of city council's obligations under the United States Constitution as well as traditional redistricting principles such as minimizing the splitting of communities of interest and keeping districts adjoined. We believe that our proposed map accomplishes fair representation and we urge you to consider it.

Voicemail from Ms. Wanda Breedlove: My understanding is that there should be an analysis of the racial polarization profile before district lines are drawn and this was not done. I think it is required before the redistricting is finalized. I also think that we should be informed as to why it wasn't done. I also want to know why we were given the information that this was going to be on the ninth and then it was changed to the sixth. These are all things that cast doubt on the process and the decisions that are being made.

**Council closed the public hearing at 4:21 p.m.**

DRAFT

**COLUMBIA CITY COUNCIL MEETING MINUTES**
**TUESDAY, DECEMBER 7, 2021**

## PUBLIC INPUT

Mr. John Black, President of the 2000 Watermark Association said on Thanksgiving day, a couple of our condos suffered from fire destruction and displaced two families. I want to publicly acknowledge Chief Jenkins and the Columbia Fire Department for a phenomenal job. It was amazing the tools they had and what they did to save property. We have been facing an issue with the city for some time. Months ago we had a water leak. After about eight months the city admitted it was there problem and they fixed the problem finally. We are a small HOA and our roads are private, we have to maintain our own roads. The damage caused by this leaking pipe under the road caused some major damage where we have some serious potholes. We were told it was going to be addresses and that our road will be repaired. This was caused by the city's negligence for allowing the leak to go on as long as it did. This brings to attention the potential damage to vehicles because of these potholes and the city's negligence in addressing this issue. Something needs to be done.

## EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to enter into Executive Session at 4:27 p.m. for the discussion of **Items 56** through **58**, as amended.

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

    *COVID-19*

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

    *1042 Adeline Drive*
    *1701 Washington Street*
    *Congaree River Remediation Project Update*

58. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)

    *City Manager*
    *City Attorney*

Upon a motion made by Mr. Davis and seconded by Mayor Benjamin, Council voted unanimously to adjourn the Executive Session at 6:03 p.m. and reconvene the meeting.

DRAFT

**Council reopened the redistricting public hearing at 6:04 p.m.**

Mr. Joseph Opperman, Esq. Redistricting Counsel said I have been retained by the city to advise as to the law and help develop the city's plan. The reason we redistrict is because the City of Columbia has single member districts and the Supreme Court has interpreted the constitution to require some parity if you have single member districts. We have four single member districts in the city. There is a legal principle called one person one vote that the City of Columbia and all municipalities and jurisdictions in the United States are required to follow if they have single member districts. It doesn't mean that you must have exactly the same number of people in each district. The Supreme Court has said for other single member districts that aren't the United States House there is room for no more than a 10% deviation from mean district size from the largest district to the smallest district. That will comply with the one person one vote. We started this process based on the 2020 census data and we found that the city changed sufficiently to require redistricting from a one person one vote perspective. Based on the 2020 census data, we found that district one had deviated down in population of about 958 people, district two was up 4,037, district three was up 2,547 people, and district four was up 1,394 people. However, under the new census data we are looking at the deviation from mean district size. You divide your total population by the number of single member districts. According to the 2020 census, the total population of the City of Columbia is 136,632 people and if you divide that by four we get 34,158 people. That is the mean district size. If the difference between the largest district in an adopted plan and the smallest district in an adopted plan is greater than 10% of that number, then the city could be in trouble in regards to one person one vote and could face liabaility in federal court. Because of COVID and because of the delays, the data was not available until late August and that is why we are doing it now. With the new census data, we discovered that there is a deviation of about 14.7%. That comes from district one being under mean population by 2,848 votes and district two being over mean population by a significant number. We have to do this now or future elections might not hold up in federal court and the city could face federal liability and the equality of voting power. The second major legal issue that we have to take into consideration in doing this is compliance with the Voting Rights Act of 1965. Section two of the Voting Rights Act applies everywhere in the country. The primary concern that we would look at for Voting Rights Act compliance is shall we pass a plan that violates the Voting Rights Act, particularly the Voting Rights Act prohibition on vote dilution. This is also relevant because it goes to the process of how Council is deciding to guide this process. The city acting by and through its City Council will follow certain criteria for adopting new boundaries for each election district. Election district shall be contiguous, you can't have one piece over here and one piece over there that aren't connected. The city should also endeavor to reduce the splitting of neighborhoods, primarily residential and minimize the splitting of precincts, provided that these criteria shall be subordinate to election district contiguity and compliance with the law, one person one vote and the Voting Rights Act.

DRAFT

The plan that is proposed for first reading moves Columbia into compliance with the one person one vote principle, reduces the total deviation well below 10%, in compliance with the Voting Rights Act, and district one will remain a majority minority district. One of the noticeable changes from 2011 to the 2020 census for district two is that the black voting age percentage in district two dramatically declined apparently due to a strong white population growth in district two, which appears to be primarily concentrated downtown. A racial polarization analysis has been mentioned and it is a valuable tool for determining compliance with section two of the Voting Rights Act. Council will have access to that analysis before making its final decision. In response to, but not exclusively because of that change, the proposed plan for district two has a black voting age percentage of 45.72% and a white by voting age percentage of 45.13%. The criteria that council seeks to adopt in this ordinance is to comply with the law of one person one vote and the Voting Rights Act while following clean lines internally.

Councilor Devine said can we answer the comment that was made before about the racial polarization study. I am not sure if that actually was delivered today. Can you give a timeframe so that people understand and also how that input will impact the final map?

Mr. Joseph Opperman, Esq. Redistricting Counsel said Council requested a racial polarization study. I have commissioned that study through my firm. The results of that study have not yet been available to me or to council. The expectation is that by the end of the week those will be available. The study is necessary for determining compliance with section two of the Voting Rights Act. There are factors that are considered. Factor one is can you draw a reasonably compact majority minority district. Factor two is does the minority community in said district tend to block vote. Factor three is does the majority community in the affected area tend to vote in such a way to defeat the minority community's candidate of choice. A racial polarization study is necessary to answer that question on the third factor and is important and very relevant to the Council's considerations in determining whether or not it's proposed district two complies with section two of the Voting Rights Act. In order to get a good study, you need to study the most recent relevant elections. Columbia had elections on November 2nd and November 16th. The data from those elections was only available at the end of last week from the State Election Commission. Our expert is at work on the study as we speak.

Councilor McDowell said it is important that the data be looked at before second reading on December 21st.

Councilor Devine said I want to thank Joey for his good work on this and certainly take into account the concerns. I know we have heard from community leaders today and I'm definitely trying to communicate with as many as possible so that they understand. I think it's important to

point out our history, where we came from, and why we are here. Currently we have four single member districts. We are under a plan that people routinely call 4-2-1. A lot of people in our community don't understand how we got to 4-2-1. I think it's important that we continue to know our history. It is interesting that today we honored Dr. Kimpson because he was one of the people on the original city commission that came up with the plan for 4-2-1. The NAACP and Mr. Frank Washington, who we also honored earlier this year, brought a lawsuit against the City of Columbia so that we would be able to have minority representation on this council. After the lawsuit, there was a settlement and the settlement was 4-2-1. To have four districts and out of the four single member districts two would be drawn such that would require or would allow for majority minority districts and for minority communities to have representation of their choosing. Our city has continued to grow and be a very diverse city but I think that there is a growing fear throughout this country that minority voting rights are being taken away. I think we have to understand the concern of the community regarding the preservation of 4-2-1 and understanding that the representation for districts one and two need to be such. It does not mean that there will always be a minority elected, but that there is a reasonable opportunity for a minority to be elected.

Mayor Benjamin said we will continue to allow more public input. We need interaction, transparency, and exposure of information. We want to encourage those of us within the sound of my voice to continue to send those questions to us and we will make sure they are addressed.

Councilor Brennan said Ms. Wilson, I would ask that we please share this presentation so we can continue to engage our constituents. I have found this is a topic that a lot of people are very interested in and I think Joey does a wonderful job presenting it in a very easy to understand way. Share it via city media outlets but also with us so we can get into the neighborhood association email chains and really push engagement and education on this.

Mr. Richard Durlach, Laurel Street resident said I own and manage the Big Apple, which is a historic landmark. We have an interest not only as people who live here but as people that do business here. We often say to our friends that in Columbia we don't do things the way they do in a lot of other places and we are grateful for the way we do things in Columbia. As we know, district one and district two are the most diverse districts. Based on projects under construction and currently permitted, affordable housing will be exceeded by upscale housing in district two by 1,200 units just based on things currently permitted. These are matters that need to be taken into consideration for Columbia to be known as a place where we do things differently.

DRAFT

Ms. Wanda Breedlove via Public Input said asked how the public can access the NAACP maps so that we have a chance to review and study those. Secondly, am I correct that the current polarization study was done on September 29th data. Was that based on the election of the school board or the general election?

Mr. Joseph Opperman, Esq. Redistricting Counsel said once the analysis is done, it will look at the most relevant elections over a period of time, according to the standard industry practice for bivariate regression analysis. The reason variant regression analysis is used is because it is the more robust of the two racial polarization analytical methods that have been specifically approved by the Supreme Court. The analysis will be robust and it will cover a number of relevant elections.

**Council closed the public hearing at 6:46 p.m.**

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2021-098 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b).

**ADJOURNMENT**

**The meeting was adjourned at 6:47 p.m.**

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT

# AGREEMENT BETWEEN
# THE CITY OF COLUMBIA, SOUTH CAROLINAAND
# CITY CENTER PARTNERSHIP, INC.
# FOR
# ADMINISTRATION OF THE
# CITY CENTER BUSINESS IMPROVEMENT DISTRICT

This Agreement is entered into as of the 1st day of January 2022, by and between THE CITY OF COLUMBIA, SOUTH CAROLINA, and CITY CENTER PARTNERSHIP, INC. ("CCP"), a South Carolina not-for-profit corporation.

**W I T N E S S E T H:**

WHEREAS, South Carolina Code 5-37-10, et seq., authorizes the municipal government to create by ordinance a business improvement district ("BID"); and,

WHEREAS, City of Columbia Ordinance No. 2021-031 authorized the continuance of a BID and the appointment of a private non-profit corporation to act as a management organization to implement the programs defined in the BID management plan with the necessary powers and authority to carry out the purposes and intent of the BID; and,

WHEREAS, South Carolina Code 5-37-10, et seq., authorizes the City to collect special assessments ("Special Assessments") from all property owners within the BID; and,

WHEREAS, CCP, Inc., is a South Carolina not-for-profit corporation that is vested with the necessary powers and authority to carry out the purposes and intent of the BID;and,

WHEREAS, Ordinance No. 2021-031 authorizes the City Manager to execute this Agreement with CCP, Inc., to carry out the purposes of the Ordinance;

NOW, THEREFORE, for the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**1. Agreement Documents.** This Agreement is comprised of the following documents:

(a) this Agreement; and
(b) any written amendment duly authorized and executed by the authorized representatives of the parties hereto and filed in the office of the City Clerk.

**2. Duties and Responsibilities of CCP, Inc.**

(a) CCP, Inc., shall provide all program administration and program implementation of the City Center Improvement District as defined in the City Center Improvement District Improvement Plan approved by City Council (the "Plan") in accordance with South Carolina Code 5-37-10, et seq., which may include, without limitation, the following duties:

(i) Providing services for the improvement and operation of the District and supplementing those provided by the City of Columbia, as follows:

A. Promoting and marketing the district;

B. Advertising the district;

C. Helping to maintain public safety, to include assigning a CCP Yellow Shirt staff person to work daily in the blocks that make up the North end of Main Street in proximity to the Transitions Center and Transit Station;

D. Helping to provide security services;

E. Providing activities in support of business or residential recruitment, retention and management development;

F. Enhancing aesthetic improvements, including the decoration, restoration or renovation of any public space or of building facades and exteriors in public view that confer a public benefit, specifically to include working with the City of Columbia Public Works staff to coordinate on the proper hanging of baskets and vertical banners and further ensuring that City ordinance requirements are followed;

G. Assisting and coordinating with City of Columbia Public Works staff to provide general litter control, notification of street lights in need of repair and notification of roadway or sidewalk issues;

H. Assisting and coordinating with City of Columbia Public Works staff to provide graffiti removal, noting the specific steps that must be taken on private versus public property;

I. Assisting and coordinating with City of Columbia Parking Services staff for the removal of parking meter bags;

J. Providing Professional management, planning and promotion;

K. Providing consultation with respect to planning, management and development activities;

L. Providing special events including music, recreation and cultural activities;

M. Providing design assistance;

N. Homeless Outreach; and

O. Such other services as are authorized by South Carolina Code 5-37-10 et seq.

(ii) Entering into contracts and agreements with other persons or entities.

(iii) Hiring employees or retaining agents, engineers, architects, planners, consultants, attorneys and accountants.

(iv) Managing, controlling and supervising:
A. All the business and affairs of the BID.
B. Operating BID services not operated by the City of Columbia.

(v) Exercising all rights and powers necessary or incidental to or implied from the specific powers conferred by South Carolina Code 5-37-10, et seq.

(b) All BID services set forth herein above may be provided by CCP, Inc., as a service to and in support of the City of Columbia and such services shall be paid for by revenues from the Special Assessments that are collected by Richland County. The Special Assessments shall be used to supplement the existing level of services within the BID. In carrying out these responsibilities, the CCP, Inc., must comply with all applicable provisions of law, including, without limitation, South Carolina Code 5-37-10, et seq., the South Carolina Freedom of Information Act, all city resolutions and ordinances and all regulations lawfully imposed by the Treasurer of the State of South Carolina and other state agencies. CCP, Inc., shall comply with all City of Columbia's procurement regulations and Minority and/or Female Business Enterprise reporting requirements.

(c) CCP, Inc. shall submit an annual submittal to City Council for approval during their budget process. This document will outline the projected CCP work program and budget for the next fiscal year.

(d) CCP, Inc., agrees to reimburse the City of Columbia for any use of funds disbursed by the City that are not used in accordance with this Agreement as determined by the City of Columbia. No later than 90 days after the end of the Corporation's fiscal year, the Corporation shall submit to the City Manager a Financial Statement prepared by a Certified Public Accountant.

**3. Duties and Responsibilities of the City of Columbia.** The City of Columbia agrees to provide, at a minimum, the same level of City services to the property located within the improvement district that existed prior to the establishment and subsequent renewals of the improvement district. The City of Columbia also agrees that the level of urban services provided to the BID will not be decreased as a result of the enhanced level of services provided through the Special Assessments collected by Richland County and transferred to CCP, Inc.; provided, however, the level of urban services may be decreased for other reasons that include, without limitation, budgeting and decreases in funding which are applied equitably to all property within the City of Columbia.

**4. Term.** The term of this Agreement shall commence on the 1st day of January 2022, (hereinafter "Commencement Date") and expire on the 31st day of December 2031

(hereinafter "Expiration Date"). The 10-year term of the Agreement is concurrent with the 10-year term of the District.

**5. Taxes.** It is specifically agreed and understood by the parties hereto that the City of Columbia shall not be responsible for any taxes that are imposed on CCP, Inc. Furthermore, CCP, Inc. understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City of Columbia.

**6. Remedies for Default-Termination.**

a. Remedies for Default. Should CCP, Inc. fail to fulfill in a timely and proper manner its obligations as defined by the District Improvement Plan or, if it should defaultor breach any of the terms of this Agreement and such shall not be cured within 15 days after written notice by the City, or if the District is dissolved, the City of Columbia shall have the right to terminate this Agreement immediately. Upon termination, the City shall assume all assets of the corporation that directly result from the performance of this Agreement.

b. In the event the City of Columbia is, at any time, unable to collect the Special Assessments to fund the BID, the City may terminate this Agreement as is provided for herein and exercise all rights provided herein upon termination.

c. Effective Date of Termination. This Agreement shall terminate effective upon CCP, Inc.'s actual receipt of written notice from the City of Columbia, if the same is hand-delivered or if sent via first class U.S. Mail or via a nationally recognized commercial delivery service, the date when notice was actually sent.

**7. Compliance with Laws.** CCP, Inc. agrees to comply with all applicable federal, state, and local laws and regulations.

**8. Notices.**

To the City of Columbia:

City of Columbia
City Manager
P.O. Box 147
Columbia, SC 29217

To CCP, Inc.:

City Center Partnership, Inc.
1201 Main Street, Suite 150
Columbia, SC 29201
Attn: President & CEO

**9. Maintenance of Records.** CCP, Inc. shall maintain documentation for all charges against the City of Columbia. The books, records, and documents of CCP, Inc., insofar as they relate to work performed or money received under this Agreement, shall be maintained

for a period of three (3) full years from the date of final payment in the tenth year and will be subject to audit, at any reasonable time and upon reasonable notice by the City of Columbia or its duly appointed representatives.

**10. City Property.** Any City of Columbia property, including but not limited to books, records and equipment, which is in CCP, Inc.'s possession shall be maintained by CCP, Inc. in good condition and repair, and shall be returned to the City of Columbia by CCP Inc. upon termination of this Agreement.

**11. Modification of Agreement.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

**12. No Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party the provisions of this Agreement, it is specifically agreed and understood that the City of Columbia has no financial interest in the business of CCP, Inc., and shall not be liable for any debts or obligations incurred by CCP, Inc. The status of the parties is not that of agent and servant, but rather, an independent contractor relationship. CCP, Inc. shall not, at any time or times, use the name or credit of the City of Columbia in entering into contracts, applying for creditor purchasing or attempting to purchase any equipment, supplies or property of any type whatsoever.

**13. Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of the other party's default.

**14. Employment.** CCP, Inc. shall not subscribe to any personnel policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or that is in violation of applicable laws concerning the employment of individuals with disabilities.

**15. Fidelity Bond.** CCP, Inc. shall provide a fidelity bond to insure the good and faithful handling of money for the protection of the City of Columbia in the amount of One Hundred Thousand Dollars ($100,000) by a company licensed to do business in the State of South Carolina with a financial rating of at least A/VIII as rated in the most recent edition of *Best's Insurance Reports,* and approved by the City of Columbia. The fidelity bond so provided shall cover all employees of CCP, Inc. and any City employee working directly for CCP, Inc. who handle any funds received from the City of Columbia relating to the Program.

**16. Contingent Fees.** CCP, Inc. hereby represents that CCP, Inc. has not been retained or retained any persons to solicit or secure a City contract or agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards that may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

**17. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertainingto any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract or the prime contractor or higher tier subcontractor or a person associated therewith, as an inducementfor the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards that may result in civilor criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

**18. Indemnification and Hold Harmless.** CCP, Inc. shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from:

(a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CCP, Inc., its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement; and,

(b) Any claims, damages, penalties, costs and attorney fees arising from any failure of CCP, Inc., its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

(c) The City of Columbia will not indemnify, defend or hold harmless in any fashion CCP, Inc. from any claims, whether arising from this Agreement or any understanding between the parties, regardless of any language in any attachment or other document that

CCP, Inc. may provide. The City of Columbia shall be responsible only for the acts/omissions of its officers, employees and/or agents.

(d) CCP, Inc. shall pay the City of Columbia its expenses incurred as a result of CCP, Inc.'s failure to fulfill its obligations in a professional and timely manner under this Agreement.

**19. Attorney Fees.** CCP, Inc. agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event the City of Columbia prevails, CCP, Inc. shall pay all expenses of such action including the City's attorney fees, costs and expenses at all stages of the litigation.

**20. Assignment--Consent Required.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of CCP, Inc. hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City of Columbia. Any such assignment or transfer shall not release CCP, Inc. from its obligations hereunder.

**21. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. The parties hereto warrant and represent that there are no prior or contemporaneous oral or written understandings that contradict, modify or supplement this Agreement, it being the intent of the parties hereto that the Agreement Documents comprise the entire intent of the parties hereto.

**22. Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**23. Governing Law.** The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State ofSouth Carolina. South Carolina law shall govern regardless of any language in any attachment or other document that CCP, Inc. may provide.

**24. Venue.** Any action between the parties arising in connection with this Agreement shall be maintained in the courts of Richland County, South Carolina.

**25.** **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

**26.** **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by CCP, Inc. and then by the authorized City of Columbia representatives and filed in the office of the City Clerk. When it has been so signed and filed, this Agreement shall be effective as of the Effective Date.

**27.** **Corporate Bylaws.** As of the date hereof, the Bylaws of the CCP, Inc. are as evidenced by the attached Bylaws of the City Center Partnership, Inc., Exhibit "A."

IN WITNESS WHEREOF, the City of Columbia, South Carolina, and City Center Partnership, Inc., have executed their signatures as of the date first above written.

CITY OF COLUMBIA

By:_____
Teresa Wilson
Its: City Manager

CITY CENTER PARTNERSHIP, INC.

By: _____
R. Matthew Kennell
Its: President & CEO

APPROVED AS TO FORM

Legal Department City of Columbia, SC

HANSEN TECHNOLOGIES

APPROVED AS TO FORM
Legal Department, City of Columbia

**AMENDMENT NUMBER ONE**

**TO THE**

**TECHNICAL CURRENCY AGREEMENT**

This Amendment Number One (**Amendment**) to the Technical Currency Agreement (as defined below) is made between the City of Columbia located at 1737 Main Street, Columbia, SC 29201 (**Client**) and Hansen Banner, LLC of 350 Fifth Avenue, Suite 6440 New York NY 10118 (**Hansen**) and is effective as of 1 January 2022 (**Amendment Effective Date**). Client and Hansen are sometimes referred to in this Amendment individually as a "Party" or collectively as the "Parties".

**WHEREAS,** Client and Hansen (formerly SCT Utility Systems, Inc. are Parties to Technical Currency Agreement with effective date of 27th June 2002 (**Agreement**);

**WHEREAS,** Hansen is performing certain services under BSOW-224 to upgrade the Client's version of BannerCX (previously 'Customer Suite') to be hosted on the AWS cloud, and will migrate the Client's database to the AWS cloud;

**WHEREAS,** upon completion of BSOW-224, the scope of services offered by Hansen will change to additionally include certain hosting and system management services, as further described in this Amendment; and

**NOW THEREFORE,** in consideration of the premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions and interpretation**

1.1. This Amendment is supplemental to, and incorporated into, the Agreement. The terms defined in the Agreement shall have the same meaning when used in this Amendment, unless expressly varied in this Amendment.

1.2. In the event of any inconsistency or conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall take precedence to the extent of such inconsistency or conflict.

2. **Amendment to the Agreement**

The Agreement is amended as follows:

2.1. Insert the following definitions into **section 2. Additional Definitions**:

"**Actual Availability**" means (Actual Uptime divided by the total number of minutes in the month) multiplied by 100.

"**Actual Uptime**" means the total number of minutes in a month minus Total Downtime that does not constitute Excluded Downtime.

"**Availability Standard**" means the applicable system uptime for each environment, as described below.

"**Client**" means the City of Columbia.

HANSEN TECHNOLOGIES

"**Downtime**" means the time (in minutes) that the Software is unavailable.

"**Downtime Duration**" means, for each incidence of Downtime, the total number of minutes of Downtime where the Hosting Services is determined to be the root cause for the Downtime. For greater certainty, unavailability of Client systems, network connectivity issues outside of the Hosting Services, and other similar events shall be excluded from Downtime Duration.

"**Excluded Downtime**" means downtime due to a Force Majeure event or Permitted Scheduled Maintenance.

"**Hosting Services**" means the hosting services of the System, as described in Exhibit 2.

"**Hosting Services Commencement Date**" means the date of go-live of the Hosting Services, (which will commence upon the conclusion of BSOW-224)

"**Permitted Scheduled Maintenance**" means scheduled maintenance of the Software during a PE Maintenance Window (as defined below) or a TDE Maintenance Window (as defined below).

"**Service Catalog**" means the Client Maintenance Service Catalog, dated December 2020, as updated from time to time.

"**System**" means, collectively, the Baseline Component System and the underlying third-party Software required to run the Baseline Component System.

"**Total Downtime**" means the sum of the Downtime Duration for all Downtime incidents in the applicable month. For example, assume that there are 30 days in the month and there are 80 minutes of Total Downtime, including 30 minutes of Permitted Scheduled Maintenance, the Actual Uptime would be 43,150 minutes (i.e., 30 days x 24 hours/day x 60 minutes/hour less 50 minutes) and the Actual Availability would be 99.88%.

"**Third Party Software**" means the third-party software described in section 4 of Exhibit 2.

2.2. Append the following to **section 3(a):**

and, from the Hosting Services Commencement Date, subject to payment of the monthly Hosting Service fee described in Exhibit 1 and section 3(c), the Hosting Services as further described in Exhibit 2.

2.3. Insert section 3(c):

3(c) Tech stack currency. In order for Hansen to provide the Hosting Services, Hansen will, for the duration of the Hosting Services, obtain and maintain licenses and support for the Third Party Software (the cost of which is included in the monthly Hosting Services fee). Notwithstanding, from time to time, as directed by Hansen, Client may be obligated to purchase additional or newer versions of third party software in order to maintain compatibility with the Baseline Component System (with the performance of the upgrade to newer versions to be referred to as a "Tech Stack Upgrade").

2.4. **Section 5. Term** is varied as follows:

(a) "the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System" is deleted and replaced with "the term of this Agreement commences on the Effective Date and

HANSEN TECHNOLOGIES

continues for five (5) years from the Hosting Services Commencement Date **(Initial Term)**"

2.5. **Section 7. Termination** is varied as follows:

(a) The first paragraph shall be labelled as subsection (a).

(b) The following subsection (b) is added:

(b) Client may terminate the Hosting Services during the Initial Term of this Agreement for any reason by providing Hansen with thirty (30) days prior written notice. Client acknowledges that if it terminates the Hosting Services under this Section 7(b) Client shall be obligated to pay the Early Termination Hosting Fees as described in Exhibit 1. Client further acknowledges that termination under this Section 7(b) only applies to termination of the Hosting Services and does not terminate or relieve Client of any other obligations or orders.

2.6. **Exhibit 1** is varied as follows:

(a) Replace the table with the below

| | | | |
|---|---|---|---|
| BannerCX (Hosted) | Hosting Services Commencement Date | One Contract Year from the Hosting Services Commencement Date | The annual maintenance fee for the new BannerCX version is $106,121.04 ex Taxes, which will be increased annually by the Annual Escalation. This fee is payable annually in advance.<br><br>The monthly fee for Hosting Services is $14,678.00, which will be increased annually by the Annual Escalation on each anniversary of the Hosting Services Commencement Date. This fee is payable monthly in advance.<br><br>The Hosting Services fee included one hundred twenty (120) hours of hosting production support per year. Hours cannot be carried over from one year to the next, the hours will be allocated at the beginning of each year and will expire at the end of the same year.<br><br>Any Google Map license fees will be passed through with the annual fee ($7/1000 additional look ups will be assessed for any month having greater than 25,000 look ups) |

2.7. **Exhibit 1** is amended by adding the following:

**EARLY TERMINATION HOSTING FEES**

In the event that Client terminates Hosting Services in accordance with Section 7 (b) of the Agreement the following termination fees would apply. Client shall pay the fee specified for the month in which the Agreement terminates.

HANSEN TECHNOLOGIES

| Month | Fee | Month | Fee | Month | Fee |
|---|---|---|---|---|---|
| 1 | $298,449 | 21 | $198,969 | 41 | $99,489 |
| 2 | $293,475 | 22 | $193,995 | 42 | $94,515 |
| 3 | $288,501 | 23 | $189,021 | 43 | $89,541 |
| 4 | $283,527 | 24 | $184,047 | 44 | $84,567 |
| 5 | $278,553 | 25 | $179,073 | 45 | $79,593 |
| 6 | $273,579 | 26 | $174,099 | 46 | $74,619 |
| 7 | $268,605 | 27 | $169,125 | 47 | $69,645 |
| 8 | $263,631 | 28 | $164,151 | 48 | $64,671 |
| 9 | $258,657 | 29 | $159,177 | 49 | $59,697 |
| 10 | $253,683 | 30 | $154,203 | 50 | $54,723 |
| 11 | $248,709 | 31 | $149,229 | 51 | $49,749 |
| 12 | $243,735 | 32 | $144,255 | 52 | $44,775 |
| 13 | $238,761 | 33 | $139,281 | 53 | $39,801 |
| 14 | $233,787 | 34 | $134,307 | 54 | $34,827 |
| 15 | $228,813 | 35 | $129,333 | 55 | $29,853 |
| 16 | $223,839 | 36 | $124,359 | 56 | $24,879 |
| 17 | $218,865 | 37 | $119,385 | 57 | $19,905 |
| 18 | $213,891 | 38 | $114,411 | 58 | $14,931 |
| 19 | $208,917 | 39 | $109,437 | 59 | $9,957 |
| 20 | $203,943 | 40 | $104,463 | 60 | $4,983 |

2.8. Attachment 1 to this Amendment is appended to the Agreement as **Exhibit 2: Hosting Services.**

Save as varied by this Amendment, the Agreement shall remain in full force and effect.

HANSEN TECHNOLOGIES

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be duly executed by their respective duly authorized representatives as of the **Amendment Effective Date**.

| | |
|---|---|
| **SIGNED BY A DULY AUTHORISED SIGNATORY** | **SIGNED BY A DULY AUTHORISED SIGNATORY** |
| **FOR AND ON BEHALF OF** | **FOR AND ON BEHALF OF** |
| **CITY OF COLUMBIA** | **HANSEN BANNER, LLC** |
| Signature ..... | Signature ..... |
| Name ..... | Name ..... |
| Position ..... | Position ..... |
| Date ..... | Date ..... |

APPROVED AS TO FORM
12/6/2021
Legal Department, City of Columbia
#2101091

HANSEN TECHNOLOGIES

ATTACHMENT 1 TO THE AMENDMENT

**Exhibit 2: Hosting Services**

1.1 **Hosting Services.** As part of the Hosting Services, Hansen shall:

a) Host the System on AWS, which includes maintaining the underlying operating systems, Third Party Software, file storage, firewalls, network, OS security patching and deployment services. For the avoidance of doubt, the Hosting Services do not include Maintenance for, Enhancements of, and New Releases of Customer Suite (BannerCX), which is provided subject to payment of the annual Customer Suite (BannerCX) fees.
b) provide sufficient capacity and capability to meet the standards of performance as defined herein;
c) provide access to the System that meets the applicable Availability Standard;
d) Provision of a 24 x 7 mechanism for the logging of faults and queries;
e) perform preventative maintenance of the Cloud Environments on a regular basis and as required for the Third-Party Software
f) provide application and database sever administration as further described in section 3
g) provide a change request related to all regular application management activities in advance unless required by emergency maintenance, in which case the change request will be made available soon thereafter;
h) provide disaster recovery in accordance with section 2;
i) provide remote connectivity for Client for the purposes of connectivity between systems in the Cloud Environments and those in Client premises, or elsewhere as directed by Client, provided that Client shall be responsible for its own connectivity to the Internet. Unless otherwise specified, the method of connectivity shall be at Hansen's sole discretion;
j) provide change management to ensure all infrastructure and application changes are coordinated, recorded, authorized, and tracked;
k) provide security services utilizing Symantec Security Operations Center (MSOC), AWS cryptography services, WPA2 Enterprise Security, Regional data sovereignty and compliance standards, and performance of penetration testing and system hardening annually
l) perform regular backups as described in 1.6 and 1.7 and ensure backups are successful;
m) perform issue diagnosis and resolution resulting from Hansen monitoring of the environments;
n) perform issue diagnosis and resolution resulting from Client calls to Hansen; and
o) liase with the Client's nominated staff in relation to issue diagnosis and resolution.

1.2 **Exclusions.** The following services are excluded from the scope of the Hosting Services:

a) Hansen's performance of any additional services, such as development of Client-specific enhancements to the Baseline Component System, implementation/installation of Enhancements, implementation/installation of Base Line Maintenance Releases, implementation/installation of New Releases, or performance of Tech Stack Upgrades..
b) Consultancy, which would include reasonable out of pocket expenses (travel and accommodation), for Hansen personnel visits to the Client's premises;
c) Additional training of the Client's staff, which would include reasonable out of pocket expenses (travel and accommodation) for Hansen personnel visits to the Client's site;
d) Rectification of production data problems or discrepancies, including modification, revision, variation or alteration of the production data provided such problems are not caused by Hansen;
e) Rectification of problems caused by modification, revision, variation, or alteration of the System by the Client or any third party;
f) Management of third parties and their performance, except where those third parties have been engaged by Hansen, in which case Hansen is responsible for managing those third parties and their performance; and

g) Provision and maintenance of personal computer workstations for the Client's staff to access the System, or of any other computer hardware at the Client's site.
h) Any transition services, including migration from AWS to a new service or platform, upon termination or expiration of the Hosting Services.

1.3 **Third Party Hosting Service.** Client understands that the Hosting Services are provided by Amazon Web Services, a third party (the "Third Party Hosting Service"), and is subject to its own terms and conditions, which can be found at https://aws.amazon.com/service-terms/ (the "Third Party Hosting Service Terms"). Client hereby agrees to be bound by the Third Party Hosting Service Terms, and in the event of a conflict between the terms of this Agreement and the Third Party Hosting Service Terms with respect to the Third Party Hosting Service, then the Third Party Hosting Service Terms shall prevail. Client further agrees that Hansen shall not be liable for Client's breach of the Third Party Hosting Service Terms and hereby indemnifies Hansen against all liabilities, damages, costs and demands, actions, expenses suffered or incurred by Hansen in connection with or arising out of any claim by a third party that Client has breached the Third Party Hosting Service Terms

1.4 **Operational Processes.** Hansen shall provide Client with the Service Catalog that, among other things;

- Defines the operational business processes between Client and Hansen; and
- Defines the Hansen change management process, as modified from time to time;

1.5 **Environment Type.** Hansen shall deploy, manage and operate the Baseline Component System in a cloud environment as Hosting Services (each such environment a "Cloud Environment" and collectively, the "**Cloud Environments**"). Each Cloud Environment will be set up as either a Testing and Development Environment ("**TDE**" or "**Testing and Development Environment**") or a Production Environment ("**PE**" or "**Production Environment**").

a) A TDE will include a single instance of the Baseline Component System, and is intended to support activities where performance and redundancy are not required, such as developer unit and integration testing, end to end user story testing and training. Hansen has no obligation to meet throughput or performance levels for a TDE.
b) A PE will be suitable for production, performance testing, staging and production replication Cloud Environments.

1.6 **Testing and Development Service Levels.** Not including Excluded Downtime, for each TDE Hansen shall:

a) monitor the availability of the Software in the Cloud Environment on a 24 X 7 X 365 basis;
b) ensure the TDE environments meet an Availability Standard of 99%;
c) back up the data on a daily basis and retain for a period not to exceed 14 days (with the exact period to be agreed between the parties); and
d) conduct all scheduled maintenance of the TDEs and Software during Regular Business Hours ("**TDE Maintenance Window**") at such time as mutually agreed by Hansen and Client to minimize disruption to Client's use of the TDE.
e) Additional hours beyond the availability above can be purchased at AWS standard rates.

1.7 **Production Environment Service Levels.** Not including Excluded Downtime, for each PE Hansen shall:

a) monitor the availability of the Software in the Cloud Environment on a 24 X 7 X 365 basis;
b) have an Availability Standard of at least 99%;

HANSEN TECHNOLOGIES

c) back up the data on a daily basis and retain for a period not to exceed 14 days (with the exact period to be agreed between the parties).
d) monitor and support the environment for any warnings, notifications, , hardware malfunctions, or any other error that may result in a service disruption or material degradation of the quality of service;
e) Promptly notify Client of any service impacting disruptions;
f) regularly monitor the capacity of the Cloud Environments and their ability to meet service level obligations;
g) use commercially reasonable efforts to conduct all scheduled maintenance of the PEs and Hansen outside of Client business hours, in accordance with mutual agreement with Client ("**PE Maintenance Window**").
h) notify Client, via e-mail, as soon as possible after determining the need for emergency maintenance and such e-mail notification shall provide all available information regarding the reason for such emergency maintenance, as well as any estimates of the likely Downtime duration. Once the emergency maintenance event has been resolved, Hansen shall notify Client via an e-mail.

1.8 **Incident Management**. In the event of a service disruption in a PE, the priorities in the Service Catalog shall be used to qualify the incident. Hansen may reclassify service disruptions if it has a reasonable belief that Client's classification is incorrect.

1.9 **Hansen Support Contacts**. Hansen will provide Client with a telephone number and an URL that Client may use to report errors. For Priority 1 or 2 incidents, Client agrees to notify Hansen via both 24x7 helpdesk telephone and a URL to be provided by Hansen to Client. Hansen's Delivery Manager ("DM") will identify a designated support team to work with Client's technical liaisons.

1.10 **Error Response**. Hansen will use reasonable efforts to respond, in addition to the Service Desk automated response via email or phone call, to Client with respect to any reported incident in a Production Environment per the table below:

| Incident Priority | Target Response Time |
|---|---|
| 1 | 2 hours |
| 2 | 4 business hours |
| 3 | 12 business hours |
| 4 | 16 business hours |

**2. Disaster Recovery**

2.1 Hansen will provide a redundant Production environment;
2.2 Hansen will perform the following disaster recovery operations:

HANSEN TECHNOLOGIES

a) Once annually during the Term, Hansen shall participate and lead a Disaster Recovery Test, which could be a real or a mock test in a standalone environment, as agreed between the parties

b) Upon occurrence of a Disaster Event, Hansen shall consult with Client and upon mutual agreement following such consultation, declare in writing a Disaster unless the parties determine that it is reasonably likely that the System will recover within 4 hours (or such other time frame as the parties mutually agree upon) from the onset of the Disaster Event;

c) Upon declaration of a Disaster, Hansen shall assess the current status of the DR Environment, and make any necessary updates to resume production operation of the System in the DR Environment. Hansen shall resume production operations in the DR Environment. Upon completion of a Disaster Event within the Production Environment, the DR Environment will be considered to have converted to the Production Environment and will be subject to the Production Environment Availability Standards;

d) The RPO defines the maximum amount of data loss measured in time. The recovery point is the point in time when the last valid update was applied to the DR Environment prior to the onset of the Disaster. The recovery point will be no more than thirty (30) minutes prior to the onset of the Disaster;

e) The recovery time objective ("RTO") defines the amount of time required: (a) from the declaration of a Disaster to resume production operation in the DR Environment, or (b) if the System in the Production Environment becomes unrecoverable, inoperable or severely degraded but a Disaster is not declared because the System is not expected to be unrecoverable or inoperable or to meet the standards of a Severity 1 incident for a period in excess of eight (8) consecutive hours (such event a "Non-Disaster Failure"), the amount of time required from the onset of such Non-Disaster Failure to resume production operation in the Production Environment.

2.3 **Continuous Improvement**: Hansen is committed to a program of continuous improvement with Client during the Term. The parties will establish annual operational objectives for the purposes of improving the performance, operational effectiveness or business process optimization. For clarity, some of these improvements may not be covered under the Services and may require additional fees to implement.

## 3. DBA and Server Admin

3.1 The scope of DBA support is as follows:

a) Maintain cryp (create, update, remove)
   i. Provide system generated account to access reports highlighting user account status and use.

b) Provide assistance in the installation of database software upgrades and patches
   i. Stop/Start of the production database to support the software release process

c) Identify opportunities to improve product performance

d) Monitor performance of the production database and provide agreed to statistical reporting
   i. Investigation of technical database issues
   ii. Monitor tablespace usage, perform periodic database reorganizations, and index rebuilds
   iii. Capacity monitoring

3.2 The scope of Server admin is as follows:

a) Ensure disk space is available

b) System checks/maintenance

c) DBA support for system issues

HANSEN TECHNOLOGIES

d) Refresh & maintenance of all environments
   i. Infrastructure Patching (hardware, software & network)

**4. Third Party Software**

The following third-party software is required to run the Baseline Component System as at Hosting Services Commencement Date:

- 64-bit Red Hat Linux (RHEL) 7.4+ or Oracle Linux (OEL) 7.4+ for all servers
- Oracle Enterprise Edition RDBBMS 19C 12 Cores
- Pro*C 12.2
- Symantec Endpoint Protection
- GNU C compiler 4.8 or higher
- Pro*COBOL 12.2
- NetCOBOL for Linux Enterprise V12 (64-bit) -or- internal compiler
- TIBCO JasperReports Server – Enterprise Edition v 7.11
- Jaspersoft ETL Community v 7.1.1 for Prod and Non-Prod
  - JBoss EAP 7.2 (156 Core Standard)BOL for Linux Enterprise V12 (64-bit)
-

From time to time, as advised by Hansen, Client may be obligated to purchase additional or newer versions of third-party software in order to maintain compatibility with the Baseline Component System

# Change Request:

# BSOW-224-BannerCX Target Release Upgrade

# CR04 – Apply all Licensing to AWS PROD and NON-PROD Environments at AWS –

# City of Columbia

## Part I—Change Request Information

| | |
|---|---|
| Project Name:<br>BSOW-224-BannerCX 5.2 Upgrade | Change Request #:<br>CR04 |
| Change Request Name:<br>Apply all Licensing to AWS PROD and NON-PROD | Client #:<br>City of Columbia |
| Date Requested:<br>March 8, 2021 | Requester:<br>Jermaine Britton |
| | ☒ Custom ☐ Base |

Project Phase / Reference Document #:

- ☒ Scope BSOW-224-BannerCX 5.2 Upgrade
- ☐ Project Definition _____
- ☐ Functional Design _____
- ☐ Technical Design _____
- ☐ Construction _____
- ☐ Testing/QA _____

Basis for Change:

- ☒ Scope
- ☐ Resource Allocation
- ☒ System Environment
- ☐ Subsystem Interface
- ☐ Procedure/Policy
- ☐ Resolution of Issues
- ☐ Project Assumptions
- ☐ Regulatory Requirements

| ☐ Other | |
|---|---|

Description/ Justification:

This Change Request ("CR") is made as of March 8, 2021 ("Effective Date") by and between the City of Columbia located at 1401 Main Street, Columbia, SC 29201 ("Client") and Hansen Banner, LLC, a Delaware Corporation with a place of business at 350 Fifth Ave, Suite 6440, New York, NY 10118 ("Hansen") who have previously executed a Statement of Work, for the purpose of documenting certain services to be performed for Client. The parties hereby agree to the additional or modified terms and conditions stated in this CR that address changes or additions to the SOW. This Change Request is governed by the terms and conditions of the Professional Services Agreement between the Parties effective June 22, 2012 (the "Agreement") and BSOW 224 – COC Banner 5.2 Upgrade effective December 1, 2020 (the SOW). Any conflict amongst the terms of the Agreement, the SOW, and this CR shall be resolved in accordance with the following order of precedence: (i) this CR; (ii) the SOW; and (iii) the Agreement.

This change request includes the following:

There will be a recurring monthly cost for services to support the Licensed Environments NON-PRODUCTION and PRODUCTION on AWS cloud for the duration of use. Monthly recurring fees shall start as soon as the environments have been updated.

Licenses included on all Environments are:

- Database – Oracle (RDBMS), netCobol, ProC, Oracle OEM
- Application Server – Jboss
- Reporting Server – Jaspersoft
- Maps – Google Maps

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Legal Department, City of Columbia
#21010911

The new environments could be available to the Hansen and COC project teams as early as the week of May 1, 2021.

## Part II—Approvals

| ☒ Approve | ☐ Cancel | ☐ Defer |
|---|---|---|
| City of Columbia | | Date |
| Hansen Technologies | | Date |

## Part III - Impact Analysis

Total Hours (Time and Materials):

Rate: See total charges and rates below:

Total Charges (Time and Materials):

The following are the estimated hours and estimated cost. The number of hours of effort represents an estimate only. Actual fees for services will vary according to the number of person-hours of services rendered. All services are provided on a time and materials basis.

| Roles | Rate | Estimated Months | Estimated Cost |
|---|---|---|---|
| Recurring Monthly fee | $14,678.00 | 1 | $14,678.00 |
| | | | |
| | | | |
| | | | |
| Totals | | | $14,678.00 |

Fee will be invoiced monthly until go-live.

Impact if Change Request is Denied: The project will be delayed while the teams wait for COC to get their new hardware installed on site.

Hansen BannerCX

# Change Request:

# BSOW-224-BannerCX Target Release Upgrade

# CR03 – Creation of PROD Environments at AWS – Production and UAT

# City of Columbia

## Part I—Change Request Information

| | |
|---|---|
| Project Name:<br>BSOW-224-BannerCX 5.2 Upgrade | Change Request #:<br>CR03 |
| Change Request Name:<br>Creation of 3 New BannerCX Environments at AWS – PROD | Client #:<br>City of Columbia |
| Date Requested:<br>March 11, 2021 — Requester:<br>Jermaine Britton | ☒ Custom ☐ Base |

| Project Phase / Reference Document #: | Basis for Change: |
|---|---|
| ☒ Scope BSOW-224-BannerCX 5.2 Upgrade | ☒ Scope |
| ☐ Project Definition _____ | ☐ Resource Allocation |
| ☐ Functional Design _____ | ☒ System Environment |
| ☐ Technical Design _____ | ☐ Subsystem Interface |
| ☐ Construction _____ | ☐ Procedure/Policy |
| ☐ Testing/QA _____ | ☐ Resolution of Issues |
| ☐ Other | ☐ Project Assumptions |
| | ☐ Regulatory Requirements |

Description/ Justification:

This Change Request ("CR") is made as of November 1, 2021 ("Effective Date") by and between the City of Columbia located at 1401 Main Street, Columbia, SC 29201 ("Client") and Hansen Banner, LLC, a Delaware Corporation with a place of business at 350 Fifth Ave, Suite 6440, New York, NY 10118 ("Hansen") who have previously executed a Statement of Work, for the purpose of documenting certain services to be performed for Client. The parties hereby agree to the additional or modified terms and conditions stated in this CR that address changes or additions to the SOW. This Change Request is governed by the terms and conditions of the Professional Services Agreement between the Parties effective June 22, 2012 (the "Agreement") and BSOW 224 – COC Banner 5.2 Upgrade effective December 1, 2020 (the SOW). Any conflict amongst the terms of the Agreement, the SOW, and this CR shall be resolved in accordance with the following order of precedence: (i) this CR; (ii) the SOW; and (iii) the Agreement.

This change request includes the following:

Creation of PROD Environments at AWS

- Production and UAT (1 Application server, 1 Database Server)

Licenses Included on PROD are:

- Database – Oracle (RDBMS), netCobol, ProC, Oracle OEM
- Application Server – Jboss
- Reporting Server – Jaspersoft
- Maps – Google Maps

APPROVED AS TO FORM
Jacqueline Pavlicek 12/6/2021
Legal Department, City of Columbia
#21010911

The following services will be provided in support of these environments

- There will be a recurring monthly cost for services to support the new PRODUCTION and previous installed NON-PRODUCTION environments on AWS cloud for the duration of use. Monthly recurring fees shall start as soon as the environments have been updated.

The new environments could be available to the Hansen and COC project teams as early as the week of December 1, 2021.

## Part II—Approvals

| ☒ Approve | ☐ Cancel | ☐ Defer |
|---|---|---|
| City of Columbia | | Date |

Hansen BannerCX

| Hansen Technologies | Date |
|---|---|
| | |

## Part III - Impact Analysis

Total Hours (Time and Materials):

Rate: See total charges and rates below:

Total Charges (Time and Materials):

The following are the estimated hours and estimated cost. The number of hours of effort represents an estimate only. Actual fees for services will vary according to the number of person-hours of services rendered. All services are provided on a time and materials basis.

| Roles | Rate | Estimated Months | Estimated Cost |
|---|---|---|---|
| Recurring Monthly Fee | $7,000 | 6 | $42,000.00 |
| Additional charges will apply for data storage of attachments on the App Server based on AWS data storage fees | | | |
| | | | |
| Totals | | | $42,000.00 |

Fee will be invoiced monthly until the month prior to go-live.

Impact if Change Request is Denied: The project will be delayed while the teams wait for COC to get their new hardware installed on site.

We respectfully request Council's approval for this purchase, Vendor, Hansen Banner, LLC., at the following cost plus sales tax.

| **BannerCX 5.2 Upgrades** | |
|---|---|
| Base Price | $56,678.00 |
| **SC State Taxes** | $4,534.24 |
| PO Total | $61,212.24 |

Sec. 2-204.-Item (7) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Procurement of information technology.

# CONTRACT FOR GOODS

This Contract is being awarded using the South Carolina State Contract #4400018712.

**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 Steen Enterprises Inc., with legal address and principal place of business at 7634 Savannah Highway, Adams Run SC 29426 (hereinafter referred to as the "Contractor"), for the purchase of a Kubota 17hp gas engine, Kubota 21hp diesel engine and two (2) 24.8hp diesel engine all 4x4 with worksite tires, plastic canopy and windshields. For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SCHEDULE OF PURCHASE** – Upon written notification by the City to proceed, the Contractor shall provide the goods more fully described in Exhibit A, attached hereto. The Contractor shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the schedule of purchase described herein.

2. **SUPPLEMENTAL OR ADDITIONAL GOODS**– The City may require supplemental or additional goods from the Contractor or recommended by the Contractor and approved by the City in writing.

   The Contractor must obtain written approval from the City for any supplemental or additional goods prior to delivery. If the Contractor fails to obtain prior written approval to for delivery, the City is under no obligation to compensate the Contractor for goods received.

3. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of this Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia.

4. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased under this Contract under the direction of Fleet Services.

5. **COMPENSATION** – (See Exhibit A)

A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed Sixty-Three Thousand, Ninety-One dollars and Twenty-Three Cents, ($63,091.23).

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

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

## 6. SPECIFIC TERMS AND CONDITIONS PURSUANT TO SOUTH CAROLINA STATE CONTRACTOR #4400018712

Contractor agrees, under the terms as outlined in the Cost Proposal and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said purchase.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. State Contract #4400018712,
2. Cost Proposal, Bidding Schedule and/or Labor Rate Schedule
3. This Contract
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

## 7. MISCELLANEOUS

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

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

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, 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 this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor 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 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.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this

Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement 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.

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/19/2021

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____

Witness Teresa Wilson, City Manager

Steen Enterprises, Inc.

SIGN HERE

Brian Semken

Print Signature Date: 11-30-21

**List of Exhibits**

Exhibit A – Quote

STEENENT.COM CHARLESTON, SC EST. 1980

STEEN ENTERPRISES

*"Family Owned and Operated Since 1980."*
*7634 Savannah Highway*
*Adams Run, SC 29426*
*Phone: (843) 889-2292*
*Fax: (843) 889-2994*
*Email: steenent@gmail.com*

*Customer Name: City of Columbia*
*Phone:*
*Email:*

| *Qty* | *Make* | *Model/ Description* | *Price* |
|---|---|---|---|
| *1* | *Kubota* | *RTV520-H: 17hp Kubota gas engine, 2 person capacity, 4x4, worksite tires* | *List Price:$11,299* |
| | | | |
| | | *State Contract Discount (20%)* | *-$2,259.80* |
| | | | |
| | | *V4312 plastic canopy & V4315&V4316 windshield* | *+$1,206* |

| | |
|---|---|
| *Sub Total* | *$10,245.20* |
| *Tax 8%* | *$819.62* |
| *Price to Own* | *$11,064.82* |

*Salesperson: Brian Semken*

*Date: 10/6/2021*

STEEN
ENTERPRISES

*"Family Owned and Operated Since 1980."*
*7634 Savannah Highway*
*Adams Run, SC 29426*
*Phone: (843) 889-2292*
*Fax: (843) 889-2994*
*Email: steenent@gmail.com*

*Customer Name: City of Columbia*
*Phone:*
*Email:*

| *Qty* | *Make* | *Model/ Description* | *Price* |
|---|---|---|---|
| *1* | *Kubota* | *RTV-X900WL-H: 21hp Kubota diesel engine, worksite model, 4x4, worksite tires, hydraulic dump bed* | *List Price: $17,189* |
| | | *State Contract Discount (20%)* | *-$3,437.80* |
| | | | *$13,751.20* |
| | | *Plastic top +$359 , Temp glass w/s + $925* | |
| | | *Back up alarm +$150, Turn signals +$305* | |

| | |
|---|---|
| *Sub Total* | *$15,490.20* |
| *Tax 8%* | *$1,239.22* |
| *Price to Own* | *$16,729.40* |

*Salesperson: Brian Semken*

*Date: 10/6/2021*

STEENENT.COM CHARLESTON, SC EST. 1980

STEEN ENTERPRISES

*"Family Owned and Operated Since 1980."*
*7634 Savannah Highway*
*Adams Run, SC 29426*
*Phone: (843) 889-2292*
*Fax: (843) 889-2994*
*Email: steenent@gmail.com*

*Customer Name: City of Columbia*
*Phone:*
*Email:*

| *Qty* | *Make* | *Model/ Description* | *Price* |
|---|---|---|---|
| *2* | *Kubota* | *RTV-X1140WL-H: 24.8hp Kubota diesel engine, 2 / 4 person capacity, 4x4, hydraulic dump bed, factory spray in liner, worksite tires* | *List Price:$36,998* |
| | | | |
| | | *State Contract Discount (20%)* | *-$7,399.60* |
| | | | |
| | | *VC5043 plastic canopy & VC5025 windshield* | *+$3,084* |

| | |
|---|---|
| *Sub Total* | *$32,682.40* |
| *Tax 8%* | *$2,614.59* |
| *Price to Own* | *$32,296.99* |

*Salesperson: Brian Semken*

*Date: 10/12/2021*

PROCUREMENT SERVICES

## Contract 4400018712

Back to Initial Screen

**Validity Start** 06/01/2018 **Validity End** 05/31/2023
**Target Value** $ 5,750,000.00
**Bid Invitation** 5400015056
**Contract Notes**

## Vendor 7000027420

**Vendor Address** STEEN ENTERPRISES INC
7634 SAVANNAH HIGHWAY
ADAMS RUN SC 29426
**District** **E-mail** steenent@gmail.com
**Telephone** (843) 889-2292 **Fax Number** (843) 889-2994
**Minority Status** Not Applicable
**Home Page** http://www.steenent.com **Other URL**

## Vendor Contacts

3 Contacts found, displaying all Contacts.

| Contact Name | Function | Phone | E-mail |
|---|---|---|---|
| MCCARTHY, VINCE | Primary Contact | (843) 889-2292 ext STEE | steenent@gmail.com |
| MCCARTHY, VINCE | Emergency Contact | (843) 696-8391 | |
| STEEN, ADAM | GENERAL MANAGER | (843) 889-2292 | steenent@gmail.com |

## Attachments

One Attachment found.

| Attachment Title | Date/Time Posted |
|---|---|
| Intent to Award.pdf | 05/21/2018 08:38:57 PM |

## Contract Items

2 Items found, displaying all Items.

Item Pricing

00004 LOT 1 - KUBOTA

**Material Group:** 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

**Agency:** Statewide

00006 LOT 4 - KUBOTA

**Material Group:** 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

**Agency:** Statewide

Back to Initial Screen

We respectfully request Council's approval for this purchase using the SC State Contract 4400025320 Vendor, Love Chevrolet, at the following cost.

| **Thirty-Six (36) Chevrolet Tahoe Outfitting** | |
|---|---|
| Base Price | $ 409,528.17 |
| SC State Taxes | $ 18,000.00 |
| **PO Total** | $ 427,528.17 |

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

# CONTRACT FOR VEHICLE PURCHASE

This Contract is being awarded pursuant to the City of Columbia's Procurement Code Section 2-205. Negotiations after Unsuccessful Competitive Sealed Bidding and the City's Procurement Regulations.

**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 Love Chevrolet with legal address and principal place of business at 100 Parkridge Drive, Columbia, SC 29212 (hereinafter referred to as the "Contractor"), for the purchase of two (2) 2022 brand new Model Chevrolet Tahoe, LT, to include contracted customization services per the specifications outlined herein.

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

1. **SUPPLEMENTAL OR ADDITIONAL VEHICLES AND/OR SERVICES** – The City may require supplemental or additional vehicles from the Contractor or recommended by the Contractor and approved by the City in writing.

   The Contractor must obtain written approval from the City for any supplemental or additional vehicles and/or services prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for vehicles and/or services received.

2. **TERM OF CONTRACT** – The term of the Contract shall commence on the date of the issuance of a Notice to Proceed and a valid Purchase Order from the City of Columbia.

3. **SCHEDULE FOR DELIVERY OF VEHICLES** – The Contractor shall deliver the vehicles under the direction, per the delivery instructions and schedule provided by the City of Columbia's Fleet Services Division.

4. **COMPENSATION** – (See Exhibit A)

   A. The compensation to be paid by the City to the Contractor under this Agreement, in an amount of One Hundred Twenty-Six Thousand, Six Hundred Eight-Five Dollars and Eighty-Three Cents, ($126,685.83).

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

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

## 5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO CITY OF COLUMBIA'S PROCUREMENT CODE SECTION 2-205

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish the vehicle as specified to include, but may not be limited to any other standard and specialized equipment and components as outlined in Exhibit A (2022 Tahoe LT Specifications) and Exhibit B (Customization Specifications).

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. Non-Collusion Affidavit
2. Prime Business Information Statement
3. Business Information Record for Subconsultants/Subcontractors
4. Organizational Conflict of Interest Statement
5. Litigation and Claim History
6. Small, Women, Minority Business Enterprise Objectives

## 6. MISCELLANEOUS

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

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

C. The Contractor will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Contractor shall be as fully

responsible to the City for the acts and omission of its Subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, 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 this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor 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 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.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____

Witness Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/15/2021

LOVE CHEVROLET

_____ _____ Date:_____

Print Signature

**List of Exhibits**

Exhibit A – Quote and Specification
Exhibit B – Customization Specification and Itemized Quote

Exhibit A

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT ( ✓ Complete )

# Window Sticker

## SUMMARY

[Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT — MSRP:$58,600.00

Interior:Jet Black, Leather-Appointed seating surfaces 1st and 2nd row

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

## OPTIONS

| CODE | MODEL | MSRP |
|---|---|---|
| CK10706 | [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT | $58,600.00 |
| | **OPTIONS** | |
| 1LT | LT Preferred Equipment Group | $0.00 |
| A50 | Seats, front bucket | $0.00 |
| ATV | Seats, second row bucket, manual | $795.00 |
| C6H | GVWR, 7500 lbs. (3402 kg) | $0.00 |
| FE9 | Emissions, Federal requirements | $0.00 |
| GBA | Black | $0.00 |
| GU5 | Rear axle, 3.23 ratio | $0.00 |
| H0Y | Jet Black, Leather-Appointed seating surfaces 1st and 2nd row | $0.00 |
| IOK | Audio system, Chevrolet Infotainment 3 Premium system with Google built-in | $0.00 |
| L84 | Engine, 5.3L EcoTec3 V8 | $0.00 |
| MHS | Transmission, 10-speed automatic | $0.00 |
| R7N | Not Equipped with Steering Column Lock | ($50.00) |
| R9Y | Fleet Free Maintenance Credit. | ($34.00) |
| RD4 | Wheels, 20" x 9" (50.8 cm x 22.9 cm) painted aluminum with machine face and Argent Metallic pockets | $800.00 |
| SFE | LPO, Wheel locks, set of 4 | $85.00 |
| SFZ | LPO, Black bowtie emblems, front and rear | $265.00 |
| VQ2 | Fleet processing option | $0.00 |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15261. Data Updated: Dec 2, 2021 12:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT ( ✓ Complete )

| | | |
|---|---|---|
| XCI | Tires, 275/60R20SL all-season, blackwall | $0.00 |
| | **SUBTOTAL** | **$60,461.00** |
| | Adjustments Total | $0.00 |
| | Destination Charge | $1,695.00 |
| | **TOTAL PRICE** | **$62,156.00** |

**FUEL ECONOMY**

Est City:14 MPG

Est Highway:19 MPG

Est Highway Cruising Range:456.00 mi

Columbia PRICE = 55,150.00
S.C. IMF 500.
TEMP TAG N/C
$55,650.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15261. Data Updated: Dec 2, 2021 12:23:00 AM PST.

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 8213

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/03/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 01/07/22 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | CHIEF LT TAHOE<br>INTERIOR DUO LIGHTS<br>********** | | |
| 1 | WHE-IW54UFX | 2021 TAHOE INNEREDGE XLP<br>DUO WECAN 12 6 LED DUO<br>*SPECIFY COLORS* | 1131.60 | 1131.60 |
| | | **FRONT WINDSHIELD LIGHT** | | |
| 6 | WHE-I2D | ION DUO SERIES RED/WHITE<br>4 GRILLE, 2 CARGO | 102.60 | 615.60 |
| 2 | WHE-TCRHD5-D | TRACER 5 LAMP DUO<br>RED/WHITE<br>RUNNING BOARDS | 729.60 | 1459.20 |
| 2 | WHE-TLI2D | ION T-SERIES LINEAR DUO R/W<br>FLUSH BY TAG/RED FLASH<br>WHITE REVERSE/NO TAG<br>BRACKET | 99.00 | 198.00 |
| 2 | WHE-VTX609D | VERTEX SPLIT RED/WHITE<br>2-REVERSE | 74.40 | 148.80 |
| 2 | WHE-VTX609R | VERTEX RED<br>2-TAIL FLASH | 71.40 | 142.80 |
| | | ***NO AFTER MARKET<br>HEAD LIGHT FLASHER**** | | |
| 1 | WHE-ITRAYW10 | 10 lamp tray wecan, choose<br>10 solo, duo or trio lighthe<br>and mount | 765.60 | 765.60 |
| 10 | WHE-ISDK | INNER EDGE FST/RST DUO<br>RED/AMB | 30.60 | 306.00 |
| 1 | WHE-IS548 | 2021 TAHOE UPPER REAR<br>HOUSING FOR 8 OR 10 LAMP<br>MODEULES, n/c when ordered | 0.00 | 0.00 |
| | | ABOVE REAR FST | | |

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
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Customer No.: COLUMBIACITY
Quote No.: 8213

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

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FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/03/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 01/07/22 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | WITH RED AMBER LIGHTS | | |
| 2 | WHE-LINSV2R | LINZ6 V SERIES COMBO, RED<br>180 WARNING/PUDDLE LIGHT<br>under mirror lights | 154.20 | 308.40 |
| 1 | WHE-LSVBKT54 | 20201 Tahoe under the side<br>view mirror mount for 2<br>LINSV2 series purchase separ<br>sold as a pair | 16.80 | 16.80 |
| 1 | WHE-HHS4200 | SIREN AMP WITH HANDHELD<br>CONTROLLER SUPPORTS WECAN<br>(CANCTL5) | 438.60 | 438.60 |
| 1 | WHE-SA315P | Speaker 100 watt<br>mt brkt (sak*) not included | 125.00 | 125.00 |
| 1 | WHE-SAK1 | SA315 Mt Kit Universal | 0.00 | 0.00 |
| 1 | WHE-CANEM16 | CARBIDE 16 OUTPUT EXP<br>MODULE FOR DUO<br>LIGHTS/ STEADY AND FLOOD OPT | 145.80 | 145.80 |
| | | TAHOE WILL HAVE HANDHELD<br>SIREN AND HANDHELD RADIO<br>WITH OEM CONSOLE | | |
| 1.000 | | LABOR TO INSTALL<br>ABOVE EQUIPMENT<br>WITH CUSTOMER RADIO/TRA<br>CHGR | 1275.00 | 1275.00 |

| | |
|---|---|
| Quote subtotal | 7077.20 |
| Sales tax @ 2.00000% | 116.04 |
| Sales tax @ 6.00000% | 348.13 |
| Quote total | 7541.37 |

Pricing subject to Manufacture price increases

Thank You

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT ( ✓ Complete )

# Window Sticker

## SUMMARY

[Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT — MSRP:$58,600.00

Interior:Jet Black, Leather-Appointed seating surfaces 1st and 2nd row

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

## OPTIONS

| CODE | MODEL | MSRP |
|---|---|---|
| CK10706 | [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT | $58,600.00 |
| | **OPTIONS** | |
| 1LT | LT Preferred Equipment Group | $0.00 |
| A50 | Seats, front bucket | $0.00 |
| ATV | Seats, second row bucket, manual | $795.00 |
| C6H | GVWR, 7500 lbs. (3402 kg) | $0.00 |
| FE9 | Emissions, Federal requirements | $0.00 |
| GBA | Black | $0.00 |
| GU5 | Rear axle, 3.23 ratio | $0.00 |
| H0Y | Jet Black, Leather-Appointed seating surfaces 1st and 2nd row | $0.00 |
| IOK | Audio system, Chevrolet Infotainment 3 Premium system with Google built-in | $0.00 |
| L84 | Engine, 5.3L EcoTec3 V8 | $0.00 |
| MHS | Transmission, 10-speed automatic | $0.00 |
| R7N | Not Equipped with Steering Column Lock | ($50.00) |
| R9Y | Fleet Free Maintenance Credit. | ($34.00) |
| RD4 | Wheels, 20" x 9" (50.8 cm x 22.9 cm) painted aluminum with machine face and Argent Metallic pockets | $800.00 |
| SFE | LPO, Wheel locks, set of 4 | $85.00 |
| SFZ | LPO, Black bowtie emblems, front and rear | $265.00 |
| VQ2 | Fleet processing option | $0.00 |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15261. Data Updated: Dec 2, 2021 12:23:00 AM PST.

Vehicle: [Fleet] 2022 Chevrolet Tahoe (CK10706) 4WD 4dr LT ( ✓ Complete )

| | | |
|---|---|---|
| XCI | Tires, 275/60R20SL all-season, blackwall | $0.00 |
| | **SUBTOTAL** | **$60,461.00** |
| | Adjustments Total | $0.00 |
| | Destination Charge | $1,695.00 |
| | **TOTAL PRICE** | **$62,156.00** |

**FUEL ECONOMY**

Est City:14 MPG

Est Highway:19 MPG

Est Highway Cruising Range:456.00 mi

Columbia Price = 55,150.00
S.C. Imf 500.
Temp Tag N/C
$55,650.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 15261. Data Updated: Dec 2, 2021 12:23:00 AM PST.

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 8342

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/14/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 01/13/22 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | WHE-IX54UFZ | 21 Tahoe XLP Inneredge,<br>10 3-led solo w/ led tds,<br>2 Indiv driv/pass unit/both<br>sides of front windshiled | 599.00 | 599.00 |
| 4 | WHE-WIONB | ION WIDE ANGLE BLUE<br>grille lights | 88.20 | 352.80 |
| 2 | WHE-WIONE | ION, WIDE ANGLE BLACK HOUS<br>blue / white split<br>cargo WINDOWS SIDE REAR | 88.20 | 176.40 |
| 1 | WHE-HHS3200 | HHS3200 HAND-HELD SIREN | 359.40 | 359.40 |
| 1 | WHE-SA315P | Speaker 100 watt<br>mt brkt (sak*) not included | 125.00 | 125.00 |
| 1 | WHE-SAK1 | SA315 Mt Kit Universal | 0.00 | 0.00 |
| 1 | WHE-D808000 | DOMINATOR 8 BLUE<br>rear window | 375.00 | 375.00 |
| 1 | WHE-DBKT4 | DOMINATOR ANGLE MOUNT BKT | 14.40 | 14.40 |
| 2 | WHE-TLIB | ION T-SERIES LINEAR LT BLUE<br>FLUSH BY TAG | 81.00 | 162.00 |
| 2 | WHE-VTX609B | VERTEX BLUE<br>REVERSE | 67.80 | 135.60 |
| 1.000 | | LABOR TO INSTALL<br>ABOVE EQUIPMENT<br>2022 TAHOE | 975.00 | 975.00 |
| 1.000 | | LABOR TO INSTALL<br>CUSTOMER SUPPLIED<br>NEW HANDHELD RADIO | 150.00 | 150.00 |
| 1 | TES-454562 | SEE STI-CO/ CCAS-SB-7-800<br>800/ 760-896 MHz<br>ADHESIVE/20' LMR195<br>No Connector UNDER HEADLINER<br>17' COAX W/MINI UHF | 125.00 | 125.00 |

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
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COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/14/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 01/13/22 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | TES-372675 | LOOSE CONNECTOR | 21.35 | 21.35 |

| | |
|---|---|
| Quote subtotal | 3570.95 |
| Sales tax @ 2.00000% | 48.92 |
| Sales tax @ 6.00000% | 146.76 |
| Quote total | 3766.63 |

Pricing subject to Manufacture price increases

Thank You

# APPENDIX: NON-COLLUSION AFFIDAVIT

State of_____)
)ss.
County of _____ being first duly sworn deposes and says that:

(1) He is_____of_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)_____

_____
(Title)

**Subscribed and sworn to before me**

**this _____day of _____, 20_____**

_____
**(Notary Public)**

**My commission expires _____**

# APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.

- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.

- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Consultant), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(s), nor does Offeror or Offeror's Subcontractors have any interest that

would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my Subcontractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or Subcontractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

6. I have complied with the following:

"No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. All questions must be directed to the Procurement/Contracting Officer for this solicitation, listed on the cover page."

**List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.**
**Please check only one box below.**

**No known actual or potential Conflicts of Interest are subject to disclosure.**

**All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

_____

_____

_____

_____

7. I warrant that should I become aware of an actual or potential conflict of interest involving my company or Subcontractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

8. By signing this statement, I certify for myself and on behalf of my company and any of my Subcontractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or Subcontractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

_____

_____

_____

_____

10. **Prior to the solicitation release date, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

**Subscribed and sworn to before me**

**this _____day of _____, 20_____**

_____

**(Notary Public)**

**My commission expires _____**

# APPENDIX: SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES

## SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES

### INCLUDING LABOR SURPLUS UTILIZATION PLAN

**INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.**

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

☐ SBE ☐ MBE ☐ WBE ☐ Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted_____%

Total **MBE Participation Percentage** to be subcontracted_____%

Total **WBE Participation Percentage** to be subcontracted_____%

Total **Other DBE Participation Percentage** to be subcontracted_____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

_____

_____

_____

_____

# LABOR SURPLUS UTILIZATION PLAN

**In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas.** A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

**If your business is located in a labor surplus area, Please check here:** ☐

**Define the LSA here**_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

**By submitting this document, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.**

| | |
|---|---|
| **Print Name** | **Business Name** |
| **Signature** | **Date** |

# APPENDIX - 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: _____

Headquarters Address: _____

_____

_____

Local Office Address,
if applicable: _____

_____

_____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? 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-responsible.

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

Name/Title: _____

Phone Number: _____

Form Completed by: _____ _____
Authorized Signature Date

# Business Information Record for Subconsultants/Subcontractors

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

**M□□□ □E □□PE□ □N□ REF□EC□ ON□□ □□O□E PROVI□IN□ □ □ERVICE □NO □INE □□RI□E □□RO□□□□**

| □usiness Name □as shown on □ □or □□M.□b□□□ □□N□□□ C□□E □ □I□□pplicable□ | City o□ Columbia Vendor number | □er□ices and□or Materials Pro□ided | Cost o□□er□ices and□or Material □□Value□ | Percenta□e o□ □otal Contract | M□E, □ □E, □□E, □□E, □□E, C□□E □ndicate all that apply□ | Minority Association Code (If applicable - Use 2 letter Code – See Key Below) |
|---|---|---|---|---|---|---|
| | | | | % | | |
| | | | | % | | |
| | | | | % | | |
| | | | | % | | |
| | | | | % | | |
| | | | | % | | |

**□ey: Minority□□ omen Owned □usiness Enterprise □ssociation Code**

**AF –** Asian American Female
**AM –** Asian American Male
**BF –** African American Female
**BM –** African American Male
**FB –** Non-Minority Female Owned
**HF –** Hispanic American Female
**HM –** Hispanic American Male
**NF –** Native American Female
**NM –** Native American Male

**COM□INE□ □O□□□ □□□ □MO□N□ □□□□□□□□□□□□□□□□□□□□□□□□□□**
**□O□□□ CON□R□C□ □MO□N□:** **□□□□□□□□□□□□□□□□□□□□□□□□□□□□**

I certify this information is true, correct, complete and active.

Business Name: _-_____

Representative Name/Title: _____

Date: _____

## Business Information for Subconsultants Subcontractors Continued

**List information for each Subcontractor or Subconsultant below.**

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____ ) (____ )
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____ ) (____ )
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____ ) _____ (_____ ) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____ ) _____ (_____ ) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

Federal ID # Vendor #

# □PPEN□I□ □□I□I□□□ION □N□ C□□IM □I□□OR□

Has your company ever failed to complete work awarded to it? □Yes □No
If yes, please provide project name(s), contact information for owner, year(s), and reason why. Attach relevant documentation.

_____

_____

_____

Have you ever paid liquidated damages on any project? □Yes □No If yes, state the project name(s), year(s), and reason why.

_____

_____

_____

Has your company filed any legal claims associated with any work your company has performed within the last five years?
□Yes □ No If yes, state the entity name(s), year(s), case number, and reason why.

_____

_____

_____

Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? □ Yes □ No If yes, state the entity name(s), year(s), and reason why:

_____

_____

_____

Has your present company ever been suspended or debarred? □ Yes □ No If yes, state the year(s) and reason why:

_____

_____

_____

**Document Body:**
We respectfully request Council's approval for this purchase using the the City of Columbia's Procurement Code Section 2-205, at the following cost.

| **2 Chevrolet Tahoes** | | |
|---|---|---|
| Base Price | $ | 125,685.83 |
| SC State Taxes | $ | 1,000.00 |
| **PO Total** | $ | 126,685.83 |

We respectfully request Council's approval for this purchase using the SC State Contract 4400025320 Vendor, Love Chevrolet, at the following cost.

| **Thirty-Six (36) Chevrolet Tahoe Outfitting** | | |
|---|---|---|
| Base Price | $ | 409,528.17 |
| SC State Taxes | $ | 0.00 |
| **PO Total** | $ | 409,528.17 |

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

# CONTRACT FOR SERVICES

This Contract is being awarded under State Contract #4400025320.

**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 Love Chevrolet, with legal address and principal place of business at 100 Parkridge Drive, Columbia, SC 29212 (hereinafter referred to as the "Contractor"), to provide upfitting of thirty-six (36) Tahoes, which is to be contracted out to West Chatham Warning Devices.

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

1. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and 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 prior written approval to perform the work, the City is under no obligation to compensate the Contractor for services performed.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the Notice to Proceed and a valid Purchase Order from the City of Columbia.

3. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract under the direction of Fleet Services.

4. **COMPENSATION** – (See Exhibit A)

   A. The compensation to be paid by the City to the Contractor under this Agreement, shall not exceed Four Hundred and Nine Thousand, Five Hundred Twenty-Eight Dollars and Seventeen Cents ($409,528.17).

   B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance

of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

## 5. SPECIFIC TERMS AND CONDITIONS PURSUANT STATE CONTRACT #4400025320

Contractor agrees, under the terms as outlined in the Scope of Services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. State Contract #4400025320
2. Quote
3. This Contract

## 6. MISCELLANEOUS

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

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

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, 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 this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor 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 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.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement 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.

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
12/14/2021

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____

Witness Teresa Wilson, City Manager

Love Chevrolet

_____ _____ Date:_____

Print Signature

**List of Exhibits**

Exhibit A – Quote

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 8161

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | install | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | 2021 CHEVY TAHOE<br>SLICKTOPS W/RUMBLER<br>QUOTE PER EACH<br>********** | | |
| 1 | WHE-IX54UFZ | 21 Tahoe XLP Inneredge,<br>10 3-led solo w/ led tds,<br>2 Indiv driv/pass unit | 599.00 | 599.00 |
| 2 | SOU-ENT2B3B | INTERSECTOR UNDER<br>MIRROR SURFACE MNT<br>BLUE- ENT2B3B | 140.00 | 280.00 |
| 1 | FED-PF200 | PATHFINDER SIREN LIGHT<br>CONTROLLER SELF CONTAINED<br>200 Watt, OBD II ports<br>Integrated Rumbler, Dual tone | 650.00 | 650.00 |
| 1 | FED-RUMBLER-3 | RUMBLER INC SPEAKERS<br>2 SUBS<br>WITH RBKIT2 | 575.00 | 575.00 |
| 1 | | tahoe rumbler speaker<br>bracket | 42.00 | 42.00 |
| 2 | FED-ES100C | ES100-C SPEAKER<br>(bkt sold separately) | 130.00 | 260.00 |
| 2 | FED-ESB-U | SPEAKER UNIVERSAL BAIL<br>BRACKET FOR ES100C | 0.00 | 0.00 |
| 4 | WHE-TLI2E | ION T SERIES LINERA LT DUO<br>BLUE WHITE<br>2SIDE SBUMP/2 FLUSH TAG | 94.20 | 376.80 |
| 4 | WHE-WIONB | ION WIDE ANGLE BLUE<br>2-REAR CARGO WINDOWS<br>2 FRONT FACING BUMPER | 84.00 | 336.00 |
| 1 | WHE-D808000 | DOMINATOR 8 BLUE<br>REAR WINDOW | 375.00 | 375.00 |
| 1 | WHE-DBKT4 | DOMINATOR ANGLE MOUNT BKT | 14.40 | 14.40 |

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
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Customer No.: COLUMBIACITY
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FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | install | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|

| | |
|---|---|
| Quote subtotal | 10337.21 |
| Sales tax @ 2.00000% | 170.84 |
| Sales tax @ 6.00000% | 512.53 |
| Quote total | 11020.58 |

Pricing subject to Manufacture price increases

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 8162

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | install | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | 2021 CHEVY TAHOE<br>WITH LIGHTBARS/NO RUMBLER<br>QUOTE IS PER EACH<br>********** | | |
| 1 | | FEDERAL INTEGRITY<br>LIGHBAR DUO FRONT<br>BLUE/WHITE -REAR<br>BLUE/AMBER/TD, ALLY, CRUISE | 1695.00 | 1695.00 |
| 2 | SOU-ENT2B3B | INTERSECTOR UNDER<br>MIRROR SURFACE MNT<br>BLUE- ENT2B3B | 140.00 | 280.00 |
| 1 | FED-PF200 | PATHFINDER SIREN LIGHT<br>CONTROLLER SELF CONTAINED<br>200 Watt, OBD II ports<br>Integrated Rumbler, Dual tone | 650.00 | 650.00 |
| 1 | | OBDII CABLE FOR PATHFINDER | 125.00 | 125.00 |
| 2 | FED-ES100C | ES100-C SPEAKER<br>(bkt sold separately) | 130.00 | 260.00 |
| 2 | FED-ESB-U | SPEAKER UNIVERSAL BAIL<br>BRACKET FOR ES100C | 0.00 | 0.00 |
| 4 | WHE-TLI2E | ION T SERIES LINERA LT DUO<br>BLUE WHITE/2-SIDE OF BUMPER<br>2-FLUSH MNT BY TAG | 90.00 | 360.00 |
| 4 | WHE-WIONB | ION WIDE ANGLE BLUE<br>2-REAR CARGO WINDOWS<br>2 FRONT FACING BUMPER | 84.00 | 336.00 |
| 1 | WHE-D6BBBBBB | DOMINATOR 6 B/B/B/B/B/B<br>REAR WINDOW | 285.00 | 285.00 |
| 1 | WHE-DBKT4 | DOMINATOR ANGLE MOUNT BKT | 14.40 | 14.40 |
| 1 | | MUST ORDER VEHICLE<br>WITH FLASHER NO AFTER | 0.00 | 0.00 |

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 8162

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | install | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|

| | |
|---|---|
| Quote subtotal | 10934.41 |
| Sales tax @ 2.00000% | 180.79 |
| Sales tax @ 6.00000% | 542.36 |
| Quote total | 11657.56 |

Pricing subject to Manufacture price increases

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 7879

Quote To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | 2021 CHEVY K-9 TAHOE<br>WITH LIGHTBAR<br>QUOTE IS PER EACH UNIT******<br>********** | | |
| 1 | | FEDERAL INTEGRITY<br>LIGHBAR DUO FRONT<br>BLUE/WHITE -REAR<br>BLUE/AMBER/TD, ALLY, CRUISE | 1695.00 | 1695.00 |
| 1 | FED-PF200 | PATHFINDER SIREN LIGHT<br>CONTROLLER SELF CONTAINED<br>200 Watt, OBD II ports<br>INCLUDES RECORDED DOG<br>MESSAGE<br><br>NO LIGHTS ON WHEN DOOR<br>OPENS | 650.00 | 650.00 |
| 1 | FED-RUMBLER-3 | RUMBLER INC SPEAKERS<br>**Brackets sold SEPARATELY* | 515.00 | 515.00 |
| 1 | | TAHOE 2021 RUMBLER<br>SPEAKER BRACKETS | 42.00 | 42.00 |
| 1 | | NEW 21 TAHOE OBDII<br>CABLE | 125.00 | 125.00 |
| 2 | FED-ES100C | ES100-C SPEAKER<br>(bkt sold separately) | 130.00 | 260.00 |
| 2 | FED-ESB-U | SPEAKER UNIVERSAL BAIL<br>BRACKET FOR ES100C | 0.00 | 0.00 |
| 2 | WHE-TLI2E | ION T SERIES LINERA LT DUO<br>2-SIDE OF BUMPER<br>WITH BLUE FLASH AND FLOOD | 90.00 | 180.00 |
| 4 | WHE-WIONB | ION WIDE ANGLE BLUE<br>2-REAR CARGO WINDOWS<br>2 FRONT FACING BUMPER | 84.00 | 336.00 |
| 1 | WHE-D6BBBBBB | DOMINATOR 6 B/B/B/B/B/B | 285.00 | 285.00 |

Thank You

**WEST CHATHAM WARNING DEVICES**
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

# Quote

**PAYMENT REMITTANCE:**
**2208 Gamble Rd Savannah, GA 31405**
PHONE: (912) 234-2600

Customer No.: COLUMBIACITY
Quote No.: 7879

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FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Ship To: **CITY OF COLUMBIA**
FLEET SERVICES
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

FAX NUMBER: (803) 733-8500

| Date | Ship Via | F.O.B. | Terms |
|---|---|---|---|
| 12/10/21 | INSTALL | Origin | Net 30 |

| Purchase Order Number | Sales Person | Quote Expires |
|---|---|---|
| | DENISE STEWART | 12/31/21 |

| Quantity | Item Number | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | | DECALS NEW DESIGN<br>ADD CAUTION K-9 | 350.00 | 350.00 |
| 2 | MAX-M84434RW | 6" 24 LED RED/WHT DOME LIGHT<br>W 3 POSITION SWITCH<br>MOUNTED ON REAR HATCH | 50.00 | 100.00 |
| 2 | WHE-TLMIB | MINI ION T SERIES LIGHT<br>BLUE/MOUNT ON BOTTOM<br>OF FLIP UP TAILGATE/2 PER VE | 75.00 | 150.00 |
| | | PLEASE NOTE<br>CUST WILL PROVIDE DOCKING<br>STATIONS FOR MOUNTS | | |
| 1.000 | | LABOR TO INSTALL CITY<br>PROVIDED EQUIPMENT<br>RADIO, COBAN CAMERA, PRINTER | 500.00 | 500.00 |
| | | UTILITIES ROCKET<br>BODY CAMERA DOCKING | | |
| 1.000 | | LABOR TO INSTALL<br>EMERGECNY EQUIPMENT<br>PROVIDED<br>BY WCWD | 1650.00 | 1650.00 |
| | | K-9 EQUIPMENT SHIPPING | | 225.00 |

| | |
|---|---|
| Quote subtotal | 18022.48 |
| Sales tax @ 2.00000% | 317.45 |
| Sales tax @ 6.00000% | 952.35 |
| Quote total | 19292.28 |

Pricing subject to Manufacture price increases

Thank You

# CONTRACT FOR GOODS

This Contract is being awarded using the H-GAC Contract #EF04-21

**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 COBAN Technologies, Inc. with legal address and principal place of business at 11375 W. Sam Houston Parkway S, #800, Houston, TX 77031 (hereinafter referred to as the "Contractor"), for the purchase of the FOCUS H1 In-Car Systems.

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

1. **SUPPLEMENTAL OR ADDITIONAL GOODS** – The City may require supplemental or additional goods of the Contractor or recommended by the Contractor and approved by the City in writing.

   The Contractor must obtain written approval from the City for any supplemental or additional goods prior to delivery. If the Contractor fails to obtain prior written approval for delivery, the City is under no obligation to compensate the Contractor for goods received.

2. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of an Award or a Notice to Proceed and a valid Purchase Order from the City of Columbia.

3. **SCHEDULE FOR DELIVERY OF GOODS** – The Contractor shall deliver any and all goods purchased under this Contract under the direction of Fleet Services.

4. **COMPENSATION** – (See Exhibit A)

   A. The compensation to be paid by the City to the Contractor under this Agreement, to Public Works Equipment shall not exceed One Hundred Ninety Thousand, Two Hundred Nine Dollars and Sixty Cents, ($190,209.60).

   B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance the of goods, less deductions if any, as provided, invoices shall contain the Contract

Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

## 5. SPECIFIC TERMS AND CONDITIONS PURSUANT TO H-GAC CONTRACT #EF04-21

Contractor agrees, under the terms as outlined in the quote and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or services necessary to complete the said project.

As applicable, the following additional Contract Documents combined with this contractual agreement, comprises the Contract between the Owner and Contractor and are incorporated by reference to this agreement:

1. This Contract
2. H-GAC Contract #EF04-21
3. Cost Proposal
4. All applicable bonds, insurance and other applicable documents
5. Any modifications, including Change Orders, duly delivered after execution of Contract.

## 6. MISCELLANEOUS

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

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

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, 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 this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor 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 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.

F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

G. The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;

2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

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

K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.

M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but 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.

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

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/19/2021

CITY OF COLUMBIA, SOUTH CAROLINA

_____ _____ Date:_____

Witness Teresa Wilson, City Manager

COBAN Technologies, Inc. SIGN HERE

J. Mark Griffin _____ Date: 11/30/2021

Print Signature

**List of Exhibits**

Exhibit A – Quote

SAFE FLEET Law Enforcement

COBAN | Mobile-Vision

**Quote:** Q-18967-1

**Date:** 10/14/2021, 9:54 AM
**Expires On:** 12/17/2021

COBAN Technologies, Inc.
SF Mobile-Vision, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Frieda Bates
Columbia Police Department (Columbia, SC)
#1 Justice Square
Columbia, South Carolina 29201
United States
(803) 737-4216
frieda.bates@columbiasc.gov

Bill To
Columbia Police Department (Columbia, SC)
Accounting Division
PO Box 147
Columbia, South Carolina 29217
United States

| SALESPERSON | EXT | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|---|---|---|---|---|
| Tyler Hall | x | tyler.hall@safefleet.net | | Net 30 |

Focus H1 In-Car Video System **Installation is not included**

| LINE NO. | PART # | DESCRIPTION | UNIT PRICE | QTY | EXTENDED |
|---|---|---|---|---|---|
| QL-0114878 | FOCUS-51-00 | FOCUS H1 IN-CAR SYSTEM - PACKAGE 2<br>2 CAMERAS AND WIRELESS MICROPHONE<br>Features:<br>• 4.3" touchscreen monitor<br>• GPS<br>• Crash Sensor<br>• Smart Power Module (SPM) w/ UPS<br>• 16 GB internal Solid State OS drive<br>• 128 GB internal Solid State Fail-Safe drive<br>• 64 GB removable Thumb Drive<br>• Internal 802.11 A/G/N/AC wireless card<br>• Backseat wide angle IR camera with built in covert microphone<br>• Front facing HD low profile color camera<br>• Wireless microphone & receiver<br>• Three year limited hardware warranty | USD 5,250.00 | 28 | USD 147,000.00 |
| QL-0114882 | MZZ-01 | MOUNTING<br><br>For secure mounting within the vehicle | USD 100.00 | 28 | USD 2,800.00 |
| QL-0114883 | FOCUS-04-06 | FOCUS H1 64 GB SECURED PEN DRIVE | USD 250.00 | 2 | USD 500.00 |
| QL-0114884 | WLIC-01 | COBAN DVMS SOLUTION<br>• Per Active Device<br>• Software License with First Year Technical Support | USD 150.00 | 28 | USD 4,200.00 |
| QL-0114879 | FOCUS-02-00 | FOCUS BWC VEHICLE INTEGRATION DOCK<br><br>Automatic vehicle trigger activation and temporary in-field charging<br>Playback, tagging, and Wi-Fi upload through COBAN In-Car Video System | USD 475.00 | 28 | USD 13,300.00 |
| QL-0114880 | LFEE-050 | SHIPPING - IN CAR VIDEO SYSTEMS | USD 50.00 | 28 | USD 1,400.00 |
| QL-0114881 | LFEE-054 | SHIPPING - Vehicle Dock for BWC | USD 15.00 | 28 | USD 420.00 |
| QL-0114885 | LFEE-006 | FEE- TAX RATE 8% | USD 13,569.60 | 1 | USD 13,569.60 |
| | | | **Focus H1 In-Car Video System TOTAL:** | | USD 183,189.60 |

| | |
|---|---|
| **TOTAL:** | USD 183,189.60 |

**Terms & Conditions**

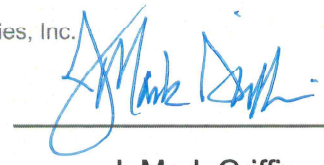
Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above $2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

| COBAN Technologies, Inc. | | Columbia Police Department (Columbia, SC) | |
|---|---|---|---|
| Signature: |  | Signature: | |
| Printed Name: | J. Mark Griffin | Printed Name: | |
| Title: | Vice President - Safe Fleet Law | Title: | |
| Dated: | 11/30/2021 | Dated: | |

Houston-Galveston Area Council

# H-GAC Procurement Program

H-GAC is committed to ensuring consistency in its procurement practices, transparency in the process, and the fair and equitable treatment of those who participate in procurements with H-GAC.

Our mission is to facilitate the procurement of goods and services in an open, fair, transparent, and economically competitive environment. The H-GAC Procurement Program strives to foster collaborative business relationships between our contractors and H-GAC.

## Open Procurement Solicitations

Due to COVID-19, H-GAC is alternatively accepting electronic proposals in lieu of hardcopies via Secure ShareFile location. Please reference any posted Letter of Clarification under the specific Solicitation for submission instructions.

Cloud Operations Pilot Apprenticeship Training Provider
HS-WKF-TRAINPROV-11-21

---

Commuter and Transit Pilot Project - Call for Partners
TRN18-06

---

H-GAC Main Website Redesign
DS-HGACWEBSITE-11-2021

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Livable Centers Study for Cloverleaf
TRN21-04

View Closed Solicitations Response Listings

# Procurement Forecast

H-GAC procures a wide variety of goods and services and we are committed to increasing participation in our procurement program. The H-GAC Procurement Forecast assists entities in doing business with H-GAC. Our goal is to assist firms by publishing this forecast to provide procurement opportunities as early in the acquisition process as possible.

All procurement opportunities greater than $50k will be advertised according to state law and the solicitation package will be available on this website for download. Procurements less than $50k are sent out by H-GAC procurement staff for quotes/bids at the time of need.

If you are interested in becoming part of the solicitation list for any procurement, please submit your information to purchasing@h-gac.com.

Download the Procurement Forecast

# Fiscal Year 2019 Contracts and Procurement Summary

- Spending on procurement and contracting activities expressed as a total: $22,634.371.70
- Spending on procurement and contracting activities expressed per capita*: $1.68
- Total number of publicly posted/advertised bidding and contracting opportunities: 28
- Total number of Purchase Orders issued: 1020
- Total number of closed bids / solicitations or awarded contracts: 56
- Total dollar amount of bids received - Invitations for Bids/Quotes (Informal): $11,868,390.40
- Total dollar amount of received for request for proposals (Formal): $10,768,981.70

* Per capita data is based 2017 US Census population estimate of 7,064,712 for the 13 county H-GAC region.

We respectfully request Council's approval for this purchase using the HGAC Contract #EF04-21 Vendor, COBAN Technologies, Inc., at the following cost.

| **Twenty-Eight (28) FOCUS H1 In-Car Systems** | | |
|---|---|---|
| Base Price | $ | 169,620.00 |
| 8% Taxes | $ | 13,569.00 |
| **PO Total** | $ | 183,189.60 |

Sec. 2-204.-Item (10) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through cooperative contracts.

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# PROFESSIONAL SERVICES AGREEMENT
## Employer-sponsored Health Clinic

THIS **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is entered into this 1st day of January 2022 (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 *[insert rough number]* employees, and from time to time such employees and their dependents 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 seekor 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 maybe 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.

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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 amendment s 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:

1. implement appropriate measures designed to ensure the security, integrity, and confidentiality of PHI;
11. protect PHI against any known or anticipated threats or hazards to the security or integrity of such information;
111. protect against unauthorized access to, or use of, PHI that could result in harm to any Individual;

1v. 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 Vl.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. TERMANDTERMINATION

A. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Term").

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

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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: Shelley Janssen, MD

As to Purchaser:
City of Columbia
1737 Main Street
Columbia, South Carolina 29201
Attention: Pamela Benjamin

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

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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 below.

**City of Columbia**

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/9/2021

**Doctors Care, P.A.**

By: DocuSigned by: B388039675F8430...

Its: Chief Medical Officer

Date: 12/9/2021

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# 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 bums
- 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 spirometery or audiogram

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# EXHIBITB

## 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.

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# EXHIBITC

## COMPENSATION

1. Compensation for the provision of Services shall be as follows:

| Com12onent | Billing Cycle | Amount |
|---|---|---|
| Clinic Fee (including but not limited to Contracted Medical Team compensation and administrative services) | Monthly | $59,912.25 per month |
| 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 | $5,833.33 per month |

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 ($15^{th}$) day after the receipt of the invoice.

**SOLE SOURCE AGREEMENT**
**GOODS AND SERVICES AGREEMENT**

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

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

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2022. An option to renew or continue purchasing goods and services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at https://www.columbiasc.net/procurement-contracts/rules-regulations , or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Contractor's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions.

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

6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed Sixty-Two Thousand, Seven Hundred Thirty-Nine dollars and 36/100, ($62,739.36) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice

submitted must describe the items and show payment calculations. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor and related to the services required by this AGREEMENT 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 AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this AGREEMENT 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.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

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

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

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

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

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

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

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

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

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

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

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

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

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

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

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

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: _____

Witness

By: _____

Title: City Manager

Date: _____

**International Dioxcide Inc.**

By: _____

Witness

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/2/2021

Exhibit A

Requisition # R213184

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Canal Water Treatment Plant (1) Division,

a new ADOX 1-1/2" MG2 flow paced chlorine dioxide generator to include all parts, labor, (2)

startup, commissioning, on-site training, crating and freight.

as a sole source procurement from International Dioxide, Inc. (3)

based upon the following justifications Please attached document (4)

ClO2 Equipment: ~~$ 59,783 + Optional Equipment $ 2,090 = $ 61,873~~ CES

~~x 8% for Sales Tax = $ 4,949.84 = for a Grand Total of $ 66,822.84~~ CES

CES

**This sole source is valid through June 30, 2022** **Amount $** ~~66,822.84~~ $62,739.36

| | | |
|---|---|---|
| UTILITIES<br>Department | [signature]<br>Signature of Department Head | 09/21/2021<br>Date |
| | Shannon Lizewski<br>for Signature of Purchasing Agent | 9/29/2021<br>Date |
| ***Form must be route in the order of the signatures*** | [signature]<br>Signature of Finance Director | 10/25/21<br>Date |
| APPROVED AS TO FORM<br>[signature]<br>Legal Department City of Columbia, SC<br>12/2/2021 | [signature]<br>Signature of Asst. City Manager | 11-01-2021<br>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.

Exhibit B

# International Dioxcide Inc. Equipment Proposal

12 Nov 2021

Columbia Canal Water Works
300 Laurel St
Columbia SC 29201
Attn: Phillip Miller, Superintendent

RE: Chlorine Dioxide System

Team Columbia:

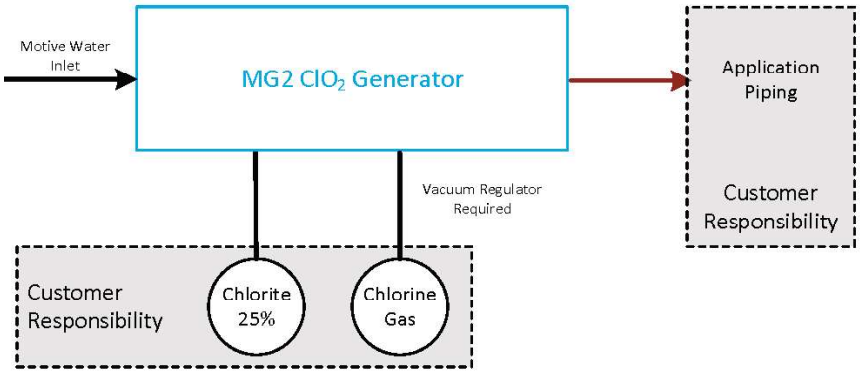
International Dioxcide, Inc., a wholly owned subsidiary of ERCO Worldwide is pleased to submit a chlorine dioxide generator proposal for your consideration. This design will use our ADOX™ 1-1/2" MG2 platform. A detailed scope of work has been provided separately.

The sizing for the Chlorine Dioxide Generation Equipment is based on a production rate of 500 pounds per day of chlorine dioxide. International Dioxcide, Inc. would be happy to discuss the engineering aspects of this technology at your earliest convenience.

**General Design Concept:**

The ADOX™ 1-1/2" MG2 Flow Paced generator utilizes the 2 chemical (sodium chlorite, chlorine gas) chlorine dioxide generation method to maximize sodium chlorite conversion efficiency. The generator is based on a vacuum eductor which provides the motive force to pull the chemicals into the reaction zone. The production rate can be adjusted via the 4-20mA plant flow signal and dose setpoints. This generator will be supplied on a stainless-steel skid and connected to a single application point.

**Overview:**




International Dioxcide, Inc. | 40 Whitecap Drive North Kingstown, RI 02852 | Tel: 401-295-8800 Fax: 401-295-7108 | Web: www.idiclo2.com www.ercoworldwide.com

International Dioxcide
AN ERCO WORLDWIDE COMPANY

## EQUIPMENT QUOTE:

| Quantity | Equipment Description |
|---|---|
| One (1) | 500 pound per day ADOX™ 1-1/2" MG2 flow paced chlorine dioxide generator. |

- 120vac, 1 phase, 20-amp power required
- Flow Paced control based on plant flow signal and dose setpoint.
- MicroLogix 1400 PLC with 7" Color Touchscreen HMI.
- Extensive use of Union connections for easy installation and maintenance.
- All piping PVC Schedule 80, Kynar, and/or Teflon.
- Water Operated Eductor
- Purge cycle
- Motive water booster pump NOT required
- Filter panel for chlorite
- 95% efficient with proper pH setpoint
- Chemical line check valves and solenoid valves included for safe operation.
- Motive Water flow meter will alarm system in event of loss of feed water.
- Electrical is NEMA 4 or better
- pH probe for conversion efficiency
- Drawings, wiring diagrams & manuals included

| | |
|---|---|
| One (1) | All modules will be assembled on one or more skids/panels, factory interconnected and tested for easy installation |
| One Lot (1) | O&M Manuals, Installation Instructions, drawings, and detailed electrical wiring |
| One (1) | Year warranty on all parts either defective or from poor workmanship |

**Total Cost of the $ClO_2$ Generation Equipment** **US$ 58,092**

**Total Cost of the $ClO_2$ Equipment Installation** **US$ Included**

The Equipment will be provided DAP Columbia - Canal St Plant (Incoterms 2020) from IDI's Facility located in North Kingstown, Rhode Island.

**Execution**

IDI will be able to ship the equipment 8-12 weeks from receipt of order. Incomplete design data may delay shipping.

**Optional Equipment**

| | | | |
|---|---|---|---|
| One Lot (1) | IDI recommended spare parts for one year of operation | US$ | Included |
| One Lot (1) | ATI Gas Detector for Chlorine Dioxide and Chlorine Gas | US$ | Included |
| One Lot (1) | Kemio Analyzer (Maintenance/consumables not included) | US$ | Included |

**Total Cost of the $ClO_2$ Optional Equipment** **US$ Included**

International Dioxcide, Inc. | 40 Whitecap Drive, North Kingstown, RI 02852 | Tel: 401-295-8800, Fax: 401-295-7108 | Web: www.idiclo2.com, www.ercoworldwide.com

**Notes:**

- The equipment survey shows no room constraints regarding generator equipment sizing. Room and accessways must accommodate a generator with approximate dimensions of 90" L x 24" W x 76" H.
- Application point piping for this system must be a minimum of 1-1/2" schedule 80 PVC, larger if pipe run exceeds 200'. Existing 2" pipe exceeds requirements.
- High Vacuum switch included to detect empty chlorine tonne cylinders.

**Sodium Chlorite Supply:**

ERCOPure™ sodium chlorite is available from International Dioxcide, Inc. ERCO is the largest producer of EPA registered sodium chlorite in North America with two independent plants and five terminals geographically located across the country.

**Precursor Chemicals & Reaction:**

The ADOX™ 1-1/2" MG2 utilizes the following precursor chemicals to generate chlorine dioxide:

- Sodium Chlorite Solution, 25%
- Chlorine Gas

This two chemical chlorine dioxide generator theoretically forms 100% efficient chlorine dioxide by the following reaction:

$$2NaClO_2 + Cl_2 \rightarrow 2ClO_2 + 2NaCl$$

The ADOX™ 1-1/2" MG2 generator has the capability of operating at greater than 95% conversion efficiency of the sodium chlorite precursor.

International Dioxcide, Inc. | 40 Whitecap Drive North Kingstown, RI 02852 | Tel: 401-295-8800 Fax: 401-295-7108 | Web: www.idiclo2.com www.ercoworldwide.com

## COMMISSIONING & START-UP:

### Installation Requirements (Customer):

- Customer to terminate piping to and from system to within 5' of generator skids.
- Existing equipment to be removed prior to scheduled installation.
- Customer responsible for transporting IDI equipment to the installation site and location.
- At least 2 feet of space required in front and 1 foot recommended on each side of the generator.
- Power drop(s) for generator available, skilled personnel available for power hookup.
- Plant flow 4-20mA signal for process control available
- Government approval for equipment is customer's responsibility

### Installation Responsibilities (Supplier):

- Hook up and commissioning of equipment by IDI Rep is in the pricing of generator.
- Startup and training to be provided, minimum 3 days

## SITE PREPARATION & INSTALLATION:

**Environmental**

Indoor location is preferred with adequate space, heating and ventilation and lighting should be considered. Smooth concrete surface for generator positioning is preferred.

**Electrical Utility**

1. Power - see above
2. Plant flow analog 4-20mA signal from customer available (flow pacing only)
3. Remote E-Stop
4. Dose Permissive dry contact
5. Remote start/stop, optional dry contact
6. Alarm, optional dry contact

**Water Utility**

A clean water source is preferred, minimum 25 US GPM (varies with eductor size). Please confirm your water specifications with the design engineers.

**Application Points**

Feed Distribution to injection points, customer will supply and install feed piping to each injection point. Existing chlorination lines can be used if sized appropriately.

**THIS SUPPLY AGREEMENT** made and entered into this ___ day of _____ 20__, by and between Premier Magnesia, LLC, a Delaware corporation, (hereinafter "Seller") with offices at 75 Giles Place, Waynesville, North Carolina, 28786 USA, and City of Columbia SC (hereinafter "Buyer") with offices at _____.

Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, from the date hereof until the termination of this Agreement, Buyer's requirements of Product as hereinafter set forth:

| | |
|---|---|
| **Initial Term** (specify dates) | (__/01/21) – (6/30/22) |
| **Product** (specify product & grade) | Thioguard® FM |
| **Container Description** (e.g. 50 lbs. bags, bulk, etc.) | Bulk Slurry |
| **Quantity** (specify; if requirements, specify min./max.) | See Exhibit A – Supplemental Terms and Conditions |
| **Delivery Destination** (specify address) | 1200 Simmon Tree Ln<br>Columbia, SC 29201 |
| **Method of Shipment** (truckloads, rail, or tankers) | Tankers |
| **Minimum Per Shipment** (pounds, tons, etc.) | Full Tanker |
| **Delivery Schedule** (specify weekly or monthly, etc.) | As requested by Buyer |
| **Price** (specify price and unit) | $2.80 per gallon |
| **Payment Terms** (e.g. Net cash 30 days from invoice) | Net 30 days from invoice date |
| **Transportation Terms** (e.g. collect; demurrage terms) | F.O.B. Destination |
| **F.O.B. Seller's Shipping Point at** (specify location) | Charlotte, NC |

THIS SUPPLY AGREEMENT IS SUBJECT TO AND INCLUDES THE ATTACHED EXHIBITS.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**City of Columbia SC**

By: _____

Title: _____

**Premier Magnesia, LLC**

By: David A. Schmidt

Title: Southeast Regional Sales Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/8/2021

## EXHIBIT A – SUPPLEMENTAL TERMS AND CONDITIONS

**Quantity**: Buyer will purchase 100% of its requirements of the Product from Seller via full tanker loads. Partial tanker shipments will not be permitted.

**Equipment Use**: Under a prior supply agreement, Seller has provided Buyer with the use the following THIOGUARD® Testing Feed System (the "Equipment") at Buyer's facility located at 1200 Simmon Tree Lane, Columbia, SC 29201 (the "Facility").

Equipment includes the following and any additional items provided by Seller to Buyer in connection with this Agreement:

- (2) 6,000 Gallon Storage Tanks
- 24" Top Access Manway
- 2" EPDM Fitting-Discharge
- 2" Ball Valve
- 2" Fitting for Level Sensor
- 3" PVC Vent
- 2" PVC Fill Port
- Painted Mixing Mount/Band System for Agitator, Blue
- (2) Fusion Flow Mixers
- Model: PG-8P
- (2) Motor: 3 HP/1750 RPM, 3/60/230-460 TEFC
- (2) Gearbox: Heavy Duty, 2 Stage, CI Helical-350 RPM.
- (2) Graco ST 23mm pumps
- 3 Phase 480v Automated Control Panel

The purpose of this Equipment is to enable Buyer to test the Equipment at the Facility in Buyer's existing sewer system with a minimum of expense and dislocation.

Except as otherwise stated herein, Seller will continue to allow Buyer to use the Equipment, at no cost to Buyer (current rental change of $1800 per month), during the Initial Term and the subsequent renewals thereafter until the end of the third renewal term of this Agreement (i.e., Initial Term plus 3 renewals thereafter). Seller will be responsible for the repair and maintenance of the Equipment until the end of the third renewal term of this Agreement. Until the end of the third renewal term, Buyer agrees not to use the Equipment for any use other than the storage and feed of THIOGUARD® FM without the prior written consent of Seller.

If this Agreement is terminated before the end of the third renewal term, Seller will remove the Equipment at Buyer's sole cost and expense, but Seller will be responsible for any damages caused solely by Seller to Buyer's property during said removal. Until the end of the third renewal term, Seller will retain ownership of the Equipment and to the extent the Equipment is damaged or destroyed due to the fault, failure, or negligence of Buyer during such time period, at Seller's option, Buyer will be responsible for the repair of any such damages or the replacement cost of the Equipment.

If this Agreement is renewed for a fourth renewal term or the parties enter into a new agreement after the end of the third renewal term, all interests, rights, and title in the Equipment will transfer from Seller to Buyer, at no cost to Buyer, and accordingly, thereafter, Buyer will be responsible for all repairs and maintenance of the Equipment. On the effective date of the fourth renewal term or a new agreement between the parties, Buyer will accept the Equipment "**AS IS, WHERE IS" AND NO OTHER WARRANTIES SHALL APPLY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. FUTHERMORE, BUYER ASSUMES ALL LIABILITY FOR FUTURE DAMAGES AND LIABILITIES ARISING FROM THE USAGE OF THE EQUIPMENT OR OTHERWISE AND HEREBY**

**RELEASES SELLER FROM ANY AND ALL SAID DAMAGES AND LIABILITIES.** Buyer agrees, within sixty (60) days prior to the effective date of the term following the third renewal (whether via an extension of this Agreement or a new agreement between the parties), to sign whatever documents Seller reasonably requires to transfer all rights, title, and interests in the Equipment to Buyer, including without limitation, a Bill of Sale.

**Pricing Escalations**: Pricing for the Initial Term will be fixed. However, Seller may adjust the pricing for each renewal term thereafter until the end of the third renewal term, upon ninety (90) days prior written notice to Buyer. Said pricing escalation will be capped at 3.25% ("Pricing Cap") (i.e., pricing for the upcoming year will not be increased by more than 3.25% of the pricing for the prior year). After the end of the third renewal term, this Pricing Cap will not apply and the Seller may supply the Product to Buyer on terms and conditions, including pricing, as mutually agreed by the parties.

**Term of Agreement:** The Initial Term is from the start date as indicated herein until June 30, 2022. This Agreement may be extended beyond the Initial Term for up to three 12-month renewal terms upon mutual agreement. If the parties mutually agree to renew this Agreement as permitted herein, all terms, conditions, and provisions of this Agreement shall remain in effect for said 12-month renewal period, subject only to the Pricing Escalations indicated above. Upon expiration of the Initial Term or any renewal period, Seller may continue to provide Buyer the Product under the terms and conditions of this Agreement for such a period of time as is reasonably necessary for Buyer to resolicit and/or secure the Product under a new agreement from another supplier (said period not to exceed 120 calendar days unless mutually agreed to in writing).

## EXHIBIT B – PRODUCT SPECIFICATIONS

Buyer's Metro Wastewater Treatment Plant operates and maintains a boost of alkalinity that controls the wastewater treatment process by utilizing the Product. Subject to the terms and conditions of this Agreement, Seller shall provide Buyer's Metro Wastewater Treatment Plant with the Product, the bulk storage, and the feeding system, and shall also maintain the Equipment on an ongoing schedule, as well as any emergency maintenance needed.

The Product must be a no brucite based product. Also, the Product must have the following specifications and/or parameters listed below:

| Parameters | City's Specifications | |
|---|---|---|
| | Maximum | Minimum |
| **Slurry Basis** | | |
| $Mg(OH)_2$ contained lb/gal | 8.0 | 7.5 |
| **Dry Solids Basis** | | |
| $Mg(OH)_2$, wt% | | 98.5 |
| [1] CaO, wt% | 0.8 | .6 |
| $SiO_2$, wt% | .35 | .20 |
| $Fe_2O_3$, wt% | .21 | .10 |
| | | |

| | | |
|---|---|---|
| [2] Median Particle Size, Micron | 6.0 | 3.0 |
| Specific Surface Area, $m^2/g$ | 20.0 | 10.0 |
| Lbs. Alkalinity/Gallon | 14.0 | 13.0 |
| % Passing 325 Mesh Sieve | 100 | 99.6 |
| [3] Stabilized Residual Test, Grams | 4.0 | 1.0 |
| NaOH Equivalent | 1 lb Equivalent to .73lb $Mg(OH)_2$ | |
| $Na_2CO_3$ Equivalent | 1 lb Equivalent to .55lb $Mg(OH)_2$ | |
| **Physical Properties of Slurry** | | |
| Solids, Weight Percent % | 62 | 58 |
| [4] Viscosity, cps | 300 | 150 |

[1] This requirement is to prevent water softening and prevent the participation of magnesium and calcium that results in sludge production and reduced reactivity/reduced alkalinity.
[2] This ensures sufficient surface area for reactivity within the wastewater.
[3] TP-112 14 Hour Stability Residual Test; this is to prevent feed tank handling and WWTP problems associated with instability of low-grade magnesium hydroxide slurry produced from uncalcined brucite, uncalcined dolimite, dolime, brucitic marble, or any caustic-enhanced or lime-enhanced versions of the former.
[4] Brookfield RVT Viscometer #3 spindle @ 100 rpm, 60 seconds at 70°F.

# EXHIBIT C - STANDARD SUPPLY TERMS AND CONDITIONS

1. TERMS OF PAYMENT – The Product is sold F.O.B. at Seller's Shipping Point. Payment is due thirty (30) days after shipment unless otherwise agreed to by Seller in writing. No cash discount is allowed. Seller may decline to perform if Buyer does not pay in accordance with these terms, or if Buyer's credit becomes unsatisfactory to Seller, except on receipt of cash or satisfactory security. If Buyer becomes bankrupt or insolvent or fails to comply with any terms and conditions of this Agreement, Seller may suspend shipments and/or immediately terminate this Agreement, but such termination shall not prejudice Seller's right to any amounts due under this Agreement. After Seller's acceptance, no changes can be made to an order unless approved by Seller.

2. TITLE, RISK OF LOSS, SHIPMENT AND FREIGHT TERMS - Title to and risk of loss of the Product shall pass to the Buyer upon shipment at the Delivery Destination or when shipment is tendered to carrier, unless Buyer otherwise directs and shall be evidence that Buyer has accepted the Product in accordance with this Agreement. Product will be shipped under a straight bill of lading naming Buyer as consignee. If the Transportation Terms hereof provide for shipments to be "freight pre-paid and added," and Seller pre-pays the carrier for the transportation of Product to Buyer, Buyer shall reimburse Seller in full. Buyer shall be liable to the carrier for all demurrage charges made by the carrier for cars, trucks, or barges held by Buyer beyond the free unloading time. Buyer shall provide immediate access to its facility for all transportation vehicles and equipment delivering Product pursuant to this Agreement and Buyer shall have available, upon the arrival of such transportation vehicles and equipment, sufficient safe unloading facilities and qualified personnel necessary to supervise the safe, prompt, and efficient unloading of Product. The Product covered by this Agreement is sold on the net weight when packed as measured by Seller's scales, which shall govern.

Buyer shall provide Seller a written order by facsimile transmission, email or by mail which allows Seller a reasonable time for preparing the shipment and which specifies the date Buyer desires the shipment to be made. In the event Buyer fails to order Product for any period set forth in the Delivery Schedule, Seller shall be relieved of its obligation to ship those installments of Product. If the Quantity provided for in this Agreement is related to Buyer's requirements, Buyer shall purchase such requirements exclusively from Seller during the term of this Agreement; provided, however that Buyer shall in all events be required to purchase during the term of this Agreement not less than any minimum amount hereinabove specified and Seller shall in no event be required to sell during the term of this Agreement more than the maximum amount hereinabove specified. Non-delivery or a nonconforming delivery of any installment of Product shall not be a breach of this Agreement on the part of Seller except as to that installment and shall not relieve Buyer from furnishing shipping instructions or from accepting the balance of the Product for the remaining term of this Agreement. Notwithstanding the above, if Seller cannot supply the minimum amount of the Product as indicated herein (one Full Tanker), Buyer reserves the right to purchase the Product elsewhere without being in violation of this Agreement.

Buyer assumes all risks and liability for the use, storage, and handling of Product once at delivery destination. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning Product delivered hereunder and will forward such information to its employees who handle, process, or sell such Product and to customers of such Product, if any.

3. TAXES - Prices do not include sales, use, excise, or similar taxes. Unless Buyer furnishes an appropriate tax exemption certificate, Buyer shall pay to Seller any such tax that Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, ownership, storage, process, use, consumption, or transportation of any of the Product sold or Work performed.

4. PRODUCT WARRANTY - Buyer shall inspect the Product for quantity and quality as soon as it has been delivered to Buyer. Seller warrants that its Product shall substantially conform to Seller's Product specifications upon shipment. If Buyer believes this warranty has been breached, it will immediately provide written notice to Seller as soon as the defect or quantity shortage becomes apparent, but no later than ten days from the date of shipment. If during the warranty period the Product fails to substantially conform to Seller's Product specifications, Seller will furnish replacement Product, F.O.B. jobsite, within a reasonable time, provided the Buyer has stored and installed the Product in accordance with Seller's instructions and provided further that Seller is given the opportunity to inspect and test the Product within fifteen (15) days from when the nonconformance becomes apparent and is given access to all necessary operating records with respect to the use of the Product.

THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE MATERIAL OR WORKMANSHIP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN. ALSO, BUYER ACKNOWLEDGES THAT THE PRODUCT SOLD IS NOT SO UNIQUE OR THE CIRCUMSTANCES SUCH THAT BUYER SHALL BE ENTITLED TO SPECIFIC PERFORMANCE.

5. LIMITATION OF LIABILITY - The liability of Seller, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or nonperformance of obligations in connection with the design, manufacture, sale, delivery, storage, installation or use of the Product or the rendition of services, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall not exceed the price for the Product related to the claim as identified on the relevant Seller invoice and shall in no event include damages for loss of profits or revenue or the loss of use of either; loss by reason of plant shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased costs of purchasing or providing equipment, materials, supplies or services outside of Seller's scope of supply; or incidental or consequential damages of any nature. No such claims shall be asserted against Seller, its agents, employees, subcontractors or suppliers, unless the injury, loss or damage giving rise to the claims is sustained prior to the expiration of the period of warranty specified herein, and

no suit or action thereon shall be instituted or maintained unless it is filed in a court of competent jurisdiction within one (1) year after the date the cause of action accrues. In no event shall Buyer be entitled, at any time, to set off against any amount payable by Buyer in connection with this Agreement, any amount owed or allegedly owed by Seller to Buyer arising from this transaction or any other transaction between Seller and Buyer or its predecessors in interest. This LIMITATION OF LIABILITY Article shall apply to and prevail over any and all provisions contained in any of the documents comprising this Agreement.

6. FORCE MAJEURE - If Seller cannot supply the minimum amount of the Product as indicated herein (one Full Tanker), Buyer reserves the right to purchase the Product elsewhere without being in violation of this Agreement.

7. BACKCHARGES - Seller will not be liable whether by back charge or otherwise, for the cost of Work performed or material or equipment furnished by the Buyer or by third parties unless such Work and the costs thereof have been approved in writing by an authorized representative of Seller.

8. NON-FIELD TECHNICAL ADVICE - It is expressly agreed that any non-field technical advice furnished by Seller with reference to the use of its Product is given gratis, and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's sole risk.

9. FIELD TECHNICAL ADVICE - If Seller furnishes a Service Engineer to Buyer's location for the purpose of providing technical or installation advice, Buyer agrees to pay Seller's standard price for that service. Seller disclaims any and all liability for the quality or workmanship of any installation unless Seller or Seller's subcontractor is providing the installation labor.

10. CANCELLATION - In the event of a cancellation of this Agreement by the Buyer for Product that are custom manufactured or otherwise made to Buyer's order, Buyer shall pay the full unit price on any portion of this Agreement for the Product in the process of manufacture or manufactured but not shipped prior to Buyer's written notice of cancellation.

11. ACCEPTANCE – This Agreement shall not be effective unless signed by an authorized representative of Seller.

12. RENEWAL TERM – This Agreement may be renewed for up to three 12-month renewal terms when one of the parties shall give to the other party at least sixty (60) days' written notice before the end of the then current term of its intention to renew this Agreement and the parties mutually agree to renew the current term within said 60-day period. If the parties fail to agree to renew or reach an amicable agreement for a new term or neither party notifies the other of its intent to renew, this Agreement will expire, and Seller will have no further obligations to Buyer other than those that accrued prior to the effective expiration date.

13. APPLICABLE LAW – This Agreement shall be interpreted and governed in all respects by the laws of the State of South Carolina.

14. ENTIRE AGREEMENT - There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth. All previous communications between the parties hereto, either verbal or written, are hereby abrogated, and withdrawn, and this Agreement constitutes the whole agreement between the parties hereto and no representative of Seller has any authority to bind Seller to any representations or warranties unless they are set forth in this Agreement. This Agreement cannot be assigned, nor may any conditions be modified, except by a duly approved supplementary agreement signed by both parties. Any provisions of a purchase order or specification which may be issued after this Agreement has been accepted by Seller and which conflict with the provisions of this Agreement, shall not be binding on Seller. If this document is incorporated by reference in a purchase order or other document, any commercial terms and conditions printed on the purchase order or other document shall be null and void to the extent they are different from this Agreement. Seller's waiver of any breach of this Agreement shall not be a waiver of Seller's rights to enforce strict compliance with this Agreement.

15. DISPUTES – Omitted.

16. NOTICES - All notices and consents required or permitted to be given hereunder shall be in writing directed to the party at its address first herein specified, or at such other addresses or emails as it may have substituted therefore by notice so given to the other. Such notice and consents shall be sent by certified United States Mail, return receipt requested, and shall be effective when deposited in the US Mail or when sent electronically via email.

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

**Contract Amendment #4**

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Carolina Tap and Bore, Incorporated

December 15, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Carolina Tap and Bore, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

| | |
|---|---|
| Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187185): | $500,000.00 |
| Amendment #1 (Cost Increase/Addition; Purchase Order# P187185): | $250,000.00 |
| Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190489): | $500,000.00 |
| Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order# P190489): | $00.00 |
| **Current Contract Amount:** | **$1,250,000.00** |
| **This Contract Amendment #4 (Cost Increase; Purchase Order# P190489):** | **$250,000.00** |
| **Revised Contract Amount:** | **$1,500,000.00** |

**This Change is Acceptable:**

**Name of Firm**
Carolina Tap and Bore, Incorporated

_____
Print Name

_____
Signature

_____
Date

**City of Columbia**
Office of the City Manager

Teresa Wilson, City Manager____

_____
Signature

_____ _____
Date Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
12/15/2021

**Carolina Tap & Bore CA#4**

| COMPANY NAME | | Total Award and Previous Amendments Percentage | Amount | CURRENT AMENDMENT (AMENDMENT #4) PERCENTAGE | $ AMOUNT | Total Contract Amount PERCENTAGE | $ AMOUNT | TYPE |
|---|---|---|---|---|---|---|---|---|
| **MAIN CONSULTANT** | Carolina Tap & Bore | 80.00'% | $ 1,000,000.00 | 80.00% | $ 200,000.00 | **80.00%** | **$ 1,200,000.00** | NA |
| **SUBCONSULTANTS** | LG Utility Contractor's Inc. (Protégé) | 20.00% | $ 250,000.00 | 20.00% | $ 50,000.00 | **20.00%** | **$ 300,000.00** | W |
| | **TOTAL:** | **20.00%** | **$ 1,250,000.00** | **100.00%** | **$250,000.00** | **100.00%** | **$1,500,000.00** | |

**Contract Amendment #4**

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

Lake Murray Utility Company, Incorporated

December 15, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Lake Murray Utility Company, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

| | |
|---|---|
| Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187184): | $250,000.00 |
| Amendment #1 (Cost Increase/Addition; Purchase Order# P187184): | $150,000.00 |
| Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190334): | $400,000.00 |
| Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order# P190334): | $00.00 |
| **Current Contract Amount:** | **$800,000.00** |
| **This Contract Amendment #4 (Cost Increase; Purchase Order# P190334):** | **$350,000.00** |
| **Revised Contract Amount:** | **$1,150,000.00** |

**This Change is Acceptable:**

**Name of Firm**
Lake Murray Utility Company, Incorporated

_____
Print Name

_____
Signature

_____
Date

**City of Columbia**
Office of the City Manager

Teresa Wilson, City Manager____

_____
Signature

_____ _____
Date Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

12/17/2021

**Lake Murray Utility Company CA#4**

| COMPANY NAME | | Total Award and Previous Amendments Percentage | Amount | **CURRENT AMENDMENT (AMENDMENT #4)** PERCENTAGE | $ AMOUNT | TOTAL CONTRACT PERCENTAGE | $ AMOUNT | TYPE |
|---|---|---|---|---|---|---|---|---|
| **MAIN CONSULTANT** | Lake Murray Utility Company | 80.00'% | $ 640,000.00 | 80.00% | $ 280,000.00 | 80.00% | $ 920,000.00 | NA |
| **SUBCONSULTANTS** | J. W. Brown Construction | 20.00% | $ 160,000.00 | 20.00% | $ 70,000.00 | 20.00% | $ 230,000.00 | W |
| | **TOTAL:** | **20.00%** | **$ 800,000.00** | **100.00%** | **$350,000.00** | **100.00%** | **$1,150,000.00** | |

**Contract Amendment #4**

Indefinite Delivery Contract (IDC) for Waterline/Hydrant Leaks Restoration Services

Columbia Water Preapproved Contractors Listing

GH Smith Construction, Incorporated

December 15, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and GH Smith Construction, Incorporated (Contractor) executed December 3, 2020 (Agreement) to increase funding for waterline/hydrant leak restoration services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Current and Proposed Change and Basis for Payment:

| | |
|---|---|
| Original Contract Amount (Term December 11, 2020 – December 10, 2021; Purchase Order# P187183): | $250,000.00 |
| Amendment #1 (Cost Increase/Addition; Purchase Order# P187183): | $200,000.00 |
| Contract Amendment #2 (Administrative Modification; Cost Increase /Addition Fiscal Year 2021 – 2022; Purchase Order# P190333): | $400,000.00 |
| Contract Amendment #3 (Time Extension December 11, 2021 – December 10, 2022; Purchase Order #P190333): | $00.00 |
| **Current Contract Amount:** | **$850,000.00** |
| **This Contract Amendment #4 (Cost Increase; Purchase Order #P190333):** | **$350,000.00** |
| **Revised Contract Amount:** | **$1,200,000.00** |

**This Change is Acceptable:**

**Name of Firm**
GH Smith Construction, Incorporated

_____
Print Name

_____
Signature

_____
Date

**City of Columbia**
Office of the City Manager

Teresa Wilson, City Manager

APPROVED AS TO FORM
Legal Department City of Columbia, SC
12/17/2021

_____
Signature

_____ _____
Date Witness

**G. H. Smith CA#4**

| COMPANY NAME | | Total Award and Previous Amendments Percentage | Amount | **CURRENT AMENDMENT (AMENDMENT #4)** PERCENTAGE | $ AMOUNT | **TOTAL CONTRACT AMOUNTS** PERCENTAGE | $ AMOUNT | TYPE |
|---|---|---|---|---|---|---|---|---|
| **MAIN CONSULTANT** | G. H. Smith Construction | 80.00'% | $ 680,000.00 | 80.00% | $ 280,000.00 | **80.00%** | **$ 960,000.00** | NA |
| **SUBCONSULTANTS** | Smoak Construction (Protégé) | 20.00% | $ 170,000.00 | 20.00% | $ 70,000.00 | **20.00%** | **$ 240,000.00** | W |
| | **TOTAL:** | **100.00%** | **$ 850,000.00** | **100.00%** | **$350,000.00** | **100.00%** | **$1,200,000.00** | |

**Contract Amendment #3**

SD8450 Stormwater Bond Program Management Services
RFQ005-17-18-SL
Woolpert, Incorporated

November 22, 2021

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Incorporated (Engineer) executed March 27, 2018 (Agreement) to extend the Agreement for the second of the two (2) additional one (1) year periods from January 1, 2022 to December 31, 2022, and to increase funding for continued program management services.

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Proposed Change and Basis for Payment:

| | |
|---|---|
| Original Contract Price (Term March 7, 2018 – December 31, 2020; PO# P170466): | $1,015,115.00 |
| Contract Amendment #1 (Cost Increase/Addition; PO# P180619): | $3,000,000.00 |
| Contract Amendment #2 (Cost Increase/Addition and Time Extension from January 1, 2021 to December 31, 2021; PO# P180619): | $1,500,000.00 |
| **Current Contract Total:** | **$5,515,115.00** |
| **This Change Amendment #3 (Time Extension from January 1, 2022 to December 31, 2022; Funding Increase PO# P180619):** | **$1,770,400.00** |
| **Revised Contract Price:** | **$7,285.515.00** |

**This Change is Acceptable:**

**Name of Firm**
Woolpert, Incorporated

Flint Holbrook
Print Name

Signature

12/17/2021
Date

**City of Columbia**
Office of the City Manager

Teresa Wilson, City Manager
Print Name

Signature

Date

Witness

APPROVED AS TO FORM
Legal Department City of Columbia, SC
11/29/2021

EXHIBIT A



WOOLPERT

# SCOPE OF SERVICES

## Stormwater CIP Bond Program Management Services – 2018

### Introduction

The City of Columbia has a multifaceted Stormwater Management Program and does an excellent job of managing all phases of its regulatory, capital project and support programs. The City accomplishes this work with minimal staff. Likewise, public works is responsible for daily operations and maintenance of the City's stormwater system. The system itself is aging and critical points within the system are at, or beyond, capacity. Further, the City has limited access to critical waterways which hampers crucial maintenance activities. As a result, the City is embarking on an ambitious capital improvement program (Stormwater CIP Bond Program) to address multiple needs.

The Program Manager (referred to herein as the PM or Woolpert) has an intimate knowledge of the City's watersheds, stormwater system and Stormwater Management Program. During Woolpert's tenure as one of the City's primary stormwater service providers, Woolpert has assisted the City with a variety of project types. This depth of understanding of the City's overall program ensures that, while the focus in on "getting projects in the ground", the PM is cognizant of how those projects impact other parts of the City's program. Woolpert is aware that staff is perfectly capable of managing and implementing stormwater projects of all types. Therefore, Woolpert's primary function is to be an extension of City staff – assisting where needed and beneficial. The goal is to reduce workload on City staff, not to increase it.

Woolpert met with City staff on December 12 and 21, 2017, to discuss the state of the City's Stormwater CIP Bond Program and how Woolpert can help alleviate staff work load and further strengthen the City's Stormwater Management Program. The requested assistance has been divided into three (3) parts which describe work to be completed under the Stormwater CIP Bond Program Management Scope of Services through December of 2018; 1) Capital Improvement Project Services, 2) Asset Management Program Services, and 3) Program Management and Other Services.

**Program Plan** - A Program Plan document will be developed (see Part 3: Program Management and Other Services, Task 1) that will describe the PM's role/level of effort on all project related tasks as described in this scope or services. The Program Plan will include processes, procedures, and protocols that will be used by the PM and the sub-consultants to ensure efficient interaction with City staff and to assist in the implementation of the Stormwater CIP Bond Program (the Program).

**Project Plan** - For individual CIP projects a Project Plan may be developed to serve as a guide for the managers to follow to ensure the necessary processes and procedures are being used during the project implementation.

For clarity purposes definitions of various terms found within this scope of services are found below:

| | |
|---|---|
| Stormwater Management Program | All activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area. |
| Stormwater CIP Bond Program **(The Program)** | All activities necessary to complete the stormwater CIP projects approved to be completed within the City within the next five years. |

| | |
|---|---|
| Stormwater CIP Bond Program Management Project (The Project) | The activities and the implementation of the tasks within this scope of services. |
| Stormwater System | Consists of curb inlets, catch basins, pipe, open ditches, natural streams, wetlands, ponds, lakes and stormwater detention and water quality facilities. |
| Woolpert (The PM) | Includes all Woolpert and/or subconsultant staff who make up a part of the program management team charged with implementing the tasks within this scope of services. |

The City and the PM can potentially be working with various parties related to the Project. The relationships among these parties is described below:

**City and Designers:** The City has and will enter into separate agreement(s), the "City-Designer Agreement", with one or more Designers to provide for the design of stormwater capital improvement projects (CIP) and other smaller scale stormwater system improvement projects and certain design-related services during the construction phase of these projects. These projects will be referred to as Project(s) within this scope of services.

**City and Contractors:** The City has and will enter into separate contract(s) with one or more Contractors for the construction of the Program projects. The Contractor shall perform the work, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Project contract documents.

**Working Relationship:** In providing the PM's services described in this agreement, the PM shall endeavor to maintain, on behalf of the City, a working relationship with the Contractor(s) and Designer(s). In most cases communications between Woolpert and the City will occur between the Woolpert project manager and the City.

**Limitations:** Nothing in this Agreement shall be construed to mean that the PM assumes any of the responsibilities or duties of the Contractor(s) or the Designer(s). The Contractor will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project(s) and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project(s) and shall perform in accordance with the agreement between the Designer and the City. The PM's services shall be rendered compatibly and in cooperation with the services provided by the Designer under the agreement between the City and Designer. It is not intended that the services of the Designer and the PM be competitive or duplicative, but rather complementary. The PM will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the agreement between City and the Designer.

**Fee Determination** - Fees have been developed (see Part 3: Program Management and Other Services) for tasks where an hourly estimate could be developed to complete a task. Otherwise, tasks in the scope will be assigned a fee bank that will be used for tasks as requested by the City until the fee bank is depleted. Additional fee may be requested from the City in the case that the fee bank balance is insufficient to complete requested tasks within the contract period. The basic services to be provided will be directed towards the following activities:

**Part 1: Capital Improvement Project (CIP) Services**

- Task 1 Project Prioritization / Identification
- Task 2 Concept Plan Development
- Task 3 Construction Plan Review and Approval
  - *Identify LID/GI opportunities*
  - *Calculating Pollutant Trapping Efficiencies*
  - *Value Engineering*
  - *Compliance with City's Design Standards*
  - *Constructability Review*
- Task 4 Project Permitting
- Task 5 Construction Administration / Inspections / Project Closeout
  - Bid Phase Services
  - Construction Administration Services
- Task 6 Maintenance Easement Review and Acquisition Services
- Task 7 Project Management / Other

**Part 2: Asset Management Program Services**

- Task 1 Goal Setting
- Task 2 Asset Criticality
  - *Probability of Failure*
  - *Consequence of Failure*
  - *Criticality Analysis*
- Task 3 Inventory Assessment
- Task 4 Policy Development
  - *Asset Management Policy*
  - *Extents of Service Policy*
  - *Levels of Service Policy*
- Task 5 Strategy Documents
  - *Condition Assessment Strategy*
  - *Data Management Strategy*
  - *Life Cycle Analysis*
- Task 6 Field Data Collection Procedures
  - *Inventory Pilot Data Collection for Man-made Systems*
  - *Inventory Pilot Data Collection for Natural Systems*
  - *Field Data Collection and Data Management Training*
- Task 7 Condition Assessment
- Task 8 Asset Management Plan

**Part 3: Program Management and Other Services**

- Task 1 Kickoff Meeting and Program Plan Development
- Task 2 Public / Private Project (P3) Services
- Task 3 Public Outreach Services
- Task 4 Project Administration
- Task 5 Other Duties as Assigned

# Part 1: Capital Improvement Project (CIP) Services

## Introduction

The Columbia Water program is designed to identify and fund construction projects for upgrading, rehabilitating or expanding the City's infrastructure. Columbia Water includes projects for the drinking water treatment and distribution system, the wastewater collection and treatment system, the stormwater drainage system, street-scaping and other projects as identified by the City. The City typically develops a 5-year CIP list with projects allotted to different years based on priority. This scope of work is written to assist with implementation of stormwater drainage infrastructure in accordance with the overall goals of the Columbia Water program.

The PM is prepared to offer a variety of services that can aid City staff in all facets of the Program throughout the project timeline.

## Scope of Work

### Task 1 Project Identification / Prioritization *(PROGRAM START-UP)*

One of the goals of the Program is to develop a defensible and carefully-planned capital improvement project (CIP) prioritization process that considers the overarching goals of the City's stormwater program. These projects may include not only those projects currently identified in the Columbia Water program, but other conceptual projects identified in various watershed studies. Projects may address flooding issues, water quality issues, or both.

The PM team will consider previously identified Columbia Water project needs as well as those projects identified in the Gills Creek, Smith Branch, and Rocky Branch watershed and other studies (e.g., Five Points studies by various consultants). The PM team will identify factors that are important to the City and develop scoring criteria. Typical factors that the City may consider in weighing CIP opportunities include, but are not limited to, fiscal responsibility, citizen perception, public safety, recreational value, aesthetics, water quality, flood reduction, and project costs. Based on the criteria identified by the City, the PM will develop a CIP scoring system and prioritization spreadsheet that will allow for an equitable comparison of different types of projects that meet different objectives, across different watersheds.

The PM will use existing CIP documents, the results of the CIP scoring, and the annual CIP budget to produce an initial 5-year capital improvement plan including schedule and assignment of projects to either the City or the PM. As the asset management program and associated future condition assessment/criticality efforts develop, the initial CIP prioritization can be updated with newly identified projects. It is also anticipated that the assignment of projects may change over the duration of the Project, but the initial prioritization schedule will provide guidance for developing and efficiently utilizing City and PM resources. The prioritization approach and the results of this effort will be compiled in a guidance document.

Developing the criteria and the CIP spreadsheet will require the following:

1. Draft of initial ranking criteria by the PM
2. Meeting with the City to refine the criteria
3. Development of the scoring system based on identified criteria
4. Meeting with City staff to demonstrate CIP spreadsheet and adjust scoring criteria
5. Review of watershed studies for additional project identification
6. Development of conceptual costs for newly identified projects
7. Initial scoring of all projects by the PM
8. Meeting with City staff to complete scoring process
9. Development of draft guidance document

10. Development of final document

The PM will develop the draft 5-Year CIP Plan and submit it to the City for review and comment. The comments will be used to finalize the plan and it will be submitted to the City for review and approval.

Task 1 Deliverables:

1. Draft 5-Year CIP Plan
2. Final 5-Year CIP Plan
3. CIP prioritization tool
4. Guidance document describing the analysis process and tool for repeatability
5. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 1 Expectations/Assumptions:

1. The City will provide the PM with existing CIP plans and documents that will be used in the development of the draft and final CIP Plans. A portion of the PM's task will be to combine and merge the existing information the City will provide into a more comprehensive, organized plan.

## Task 2 Concept Plan Development *(PROJECT IMPLEMENTATION)*

Although the City has an identified list of projects to be implemented, there may be new projects identified through citizen requests, asset failure, requests from other City departments, or special circumstances (e.g., flood event). The City has existing watershed plans that should be reviewed for potential projects as well. The PM team is prepared to assist in collecting appropriate field data, performing modeling, evaluating alternatives and developing conceptual plans and costs.

**Conceptual Plan Development and Cost Estimate** – The PM will work with the City to identify projects where concept plans are desired and determine which services will be required to determine the feasibility of a project. Services may include collecting field data (i.e. storm drainage system information, property boundaries, utility locations), developing storm water quality and quantity models, evaluating alternatives, developing conceptual plan layouts, estimating design and construction costs, and creating feasibility reports.

Task 2 Deliverables:

1. Field data collection GIS files
2. Storm water quality/quantity models and report
3. Alternatives analysis
4. Conceptual plan layouts and cost estimates
5. Feasibility reports
6. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 2 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than $4M to manage through December 31, 2018. Concept Plans will be developed for one project only.
2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.

4. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.

## Task 3 Construction Plan Review and Recommendations *(PROJECT IMPLEMENTATION)*

The City has expressed interest in incorporating measures to ensure CIP project plans include innovative stormwater technologies and implement measures to ensure project plans are cost effective and substantially free of error. The PM will assist the City on an as needed basis with the following.

**Project Plans** – For individual CIP projects a Project Plan may be developed to serve as a guide for the managers to follow to ensure the necessary processes and procedures are being used during the project implementation. Individual Project Plans will be developed as requested by the City for specific CIP projects.

**Identify LID/GI Opportunities** - Linking traditional flood control projects to water quality enhancements has become essential as communities try to achieve higher return on their investments with CIP projects, but also address regulatory requirements while responding to community concerns about resiliency. This is not uncommon for the people of Columbia as they have lived through record rainfall and the effects on receiving water quality. Integrating Green Stormwater Infrastructure (GSI) where feasible and cost-effective will bring strong community regulatory support. The PM will assist the City in evaluating projects that were previously designed for retrofit opportunities and establish an evaluation protocol for upcoming projects that would integrate water quality enhancement into the preliminary design phase. Where feasible the cost per pound removal, cost per treatment area, O&M and community benefits will be tracked on a per project basis.

**Calculating Pollutant Trapping Efficiencies** - In response to regulatory requirements to calculate BMP removal rates, the PM created the IDEAL (Integrated Design, Evaluation and Assessment of Loadings) model for SCDHEC to aid in design of LID/GSI practices. The model's runoff treatment algorithms are process-based by predicting runoff rates and pollutant loads and routing these loadings through best management practices using technologies that have been experimentally validated. Using isothermic relationships along with accepted decay, settling and infiltration methods, pollutant trapping in BMPs is computed rather than assigned. This model has been used in the design of the bio-retention area for Earlewood Park. The PM will utilize the IDEAL model in calculating pollutant trapping efficiencies during the design of LID/GSI BMPs, when appropriate.

**Value Engineering** - The PM team has the capability to ensure that projects meet City standards while maximizing the value of the project. Value engineering services will depend on the project type. Often, value engineering (providing technically "equal" options at a cost savings) is provided by the construction contractor and reviewed/approved by the engineer. The team has appropriate subject matter experts to review those recommendations. As well, during our constructability and LID/GSI review, we can also evaluate potential alternatives for cost savings and added value.

**Compliance with City's Design Standards** - The key to design management is thoroughly understanding the City's project goals, design standards, specifications and stakeholder expectations. We are very familiar with the City's design and construction specifications through our previous work for the City and private projects developed within the City. Likewise, our teammates Chao and 4D are intimately aware of City standards. At the request of the City, the PM will review construction plans and design calculations for compliance with the City's design standards.

**Constructability Review** - The PM will utilize subs familiar with the City of Columbia and the typical issues that arise with the local contractors for constructability reviews before projects are bid thereby reducing the number of construction change orders. The PM will work with the City to develop a constructability review procedure that can be implemented at key milestones during a project's lifecycle at the request of the City.

Task 3 Deliverables:

1. Project Plans (for individual CIP projects, as requested)
2. LID/GI Opportunities Procedure and Report

3. Pollutant removal efficiency calculations
4. Value Engineering Review Procedure and Report
5. QA/QC Procedure and Report
6. Design Standards Compliance Review Report
7. Constructability Review Procedure and Report(s)
8. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 3 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than $4M to manage through December 31, 2018.
2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
4. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.

## Task 4 Project Permitting *(PROJECT IMPLEMENTATION)*

In general, the designer selected for project design will be responsible for obtaining the appropriate permits. The PM, however, will track permitting efforts and provide assistance as necessary to ensure adequate project progress. At the request of the City, the PM will support the program by performing third-party permit compliance inspections. These inspections and reporting can document permit compliance and serve to identify issues before a notice of violation letter is received.

Task 4 Deliverables:

1. Permit Status Tracking Reports
2. Third-Party Permit Compliance Reports
3. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 4 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than $4M to manage through December 31, 2018.
2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.

## Task 5 Construction Administration / Inspections / Project Closeout *(PROJECT IMPLEMENTATION)*

Traditional construction administration activities such as field observations and shop drawing and payment review will utilize standardized forms and processes developed in conjunction with the City. These processes will be automated for digital submission and storage. Each project team will be assigned a team leader responsible for all project management activities and the team leader will report directly to the PM's project manager. To the extent possible, construction administrators / inspectors will be selected from our local teammates, 4D Engineering and Chao and Associates. These firms have experienced and capable inspectors that are well versed in the City's construction standards. The PM has six Certified Erosion Prevention and Sediment Control Inspectors (CEPSCI) and five SC post-construction BMP inspectors with construction inspection experience that will assist when needed. Training sessions can be developed for the construction administrators, inspection staff and City staff to standardize reporting processes and construction

administration procedures. For larger, more complex projects, the team may draw from our national experts located in regional offices. A Program Plan document will be developed (see Part 3: Program Management and Other Services, Task 1) that will describe the PM's role/level of effort on project administration. Items like number of plan sets, contract documents, question response format, etc. will be described in an individual Project Plan (i.e. each design/construction project may require a Project Plan depending on the complexity of the project) and be used to direct the bid and construction administration services described below.

### *Task 5.1 Bid Phase Services*

As requested by the City, the PM shall provide bid administration services during the bid phase of the project as listed below:

**Request for Proposal (RFP) and Bid Package Development** - The PM will provide support to Columbia in preparing scopes of work for the selection and award of contracts for Design and Construction Contracts. Following award of task orders and or contracts, the PM may provide support in the administration of contracts and execution of work. This work may include the development and/or review of the various Request for Proposals (RFPs) or bid packages, assisting with procurement meetings, reviewing award recommendations, reviewing contract scopes and budgets, assistance in administering contracts, and other support as requested by the City.

**Finalize Advertisement for Bid** – The PM will work with the City to establish pre-bid dates and bid dates to finalize the contracts advertisement.

**Final Preparation of Contract Documents for Advertisement** – The PM will make final revisions to the contract documents prior to printing for prospective bidders. The number of sets of contract documents to be printed will be determined on a per project basis.

**Distribution of Plan Sets** – The PM will send copies of Plan Sets and specifications to interested parties at the request of the City Project Manager. The number of Plan Sets and specifications to sell to interested parties will be determined on a per project basis.

**Respond to Questions from the City, Bidders, & Suppliers** – The PM will be available to discuss and respond to all appropriate questions concerning the contract document from the City, Bidders, and Suppliers. If any written responses will be documented in an addendum.

**Attend Pre-Bid Meeting** – The PM will attend a pre-bid meeting for each contract that the City's Contract Administration staff will conduct at City offices.

**Prepare Contract Addendums** – The PM will coordinate with the City's Contract Administration staff and issue addenda as appropriate. Up to three addendums for each contract bid will be provided, if necessary.

**Attend Bid Opening** – The PM will attend a bid opening for each contract conducted by the City's Contract Administration staff at City offices.

**Prepare Bid Tabulation** - The PM will make copies of all bids received, prepare the bid tabulation, and review all bids for accuracy and responsiveness for each contract. The PM will notify the City's Project Manager and Contract Administration Section of any errors, omissions, and discrepancies prior to determining the low bidder.

**Review Qualifications of 3 lowest bidders** – If requested by the City, the PM will evaluate the qualifications of the three lowest bidders for responsiveness and financial information. The PM will notify the City's Project Manager and Contract Administration Section of any errors, omissions, and discrepancies prior to recommendation an award of each contract.

**Prepare Recommendation for Award** – Upon completion of review of the three lowest bidders, the PM will prepare a written recommendation of award for each contract to CMU's Project Manager and Contract Administration Section.

**"Conformed Document" Preparation and Distribution** – The PM will incorporate all addenda issued during the bid phase to create the "conformed documents" for each contract. The "conformed documents" will become the contract documents executed by the low bidder and the City.

**Construction Contract Execution Assistance** - Upon receipt of the contract documents from the low bidder, the PM will review these documents to assess if the required documentation and signatures have been included. The PM will send the completed contract documents to the City's Contract Administration Section. Upon receipt of the contract documents executed by the City, the PM will forward it to the Contractor with an established contract Notice to Proceed.

### *Task 5.2 Construction Administration Services*

As requested by the City, the PM shall provide construction administration services during the construction phase of the project as defined below:

**Pre-construction Conference and Meeting Minutes** – The PM will schedule a pre-construction conference and prepare a letter notifying the Contractor of the meeting. The PM and the City Project Manager will hold the pre-construction meeting at City offices. If requested by the City the PM will provide the Contractor with copies of plans and specifications. The PM shall prepare minutes of the pre-construction conference.

**Construction Survey Stake Out** – The PM will provide construction survey stake out coordination and field layout services. Specific tasks and an hourly estimate related to this process will be conveyed to the City as survey projects are requested by the City and the project details are communicated to the PM.

**Shop Drawing Reviews & Tracking & Distribution** – The PM will review and process Shop Drawings for each contract. A shop drawing submittal, review and status tracking spread sheet will be developed for each contract.

**Request for Information (RFIs) Review & Tracking** – The PM will review and process RFIs for each contract. A RFI, submittal, review and status tracking spread sheet will be developed for each contract.

**Change Order Request Reviews and Development** – The PM will review and make recommendations to the City regarding change order requests in accordance to the Contract Documents. The PM will develop the actual change order document on the City standard change order forms. The specific number of change order reviews and change orders will be determined as specific projects are assigned to the PM.

**Field Order & Work Change Directives Issues** – The PM will review and issue field orders and work change directives in accordance with the Contract Documents. The specific number of field orders and work directive changes will be determined as specific projects are assigned to the PM.

**Resident Project Representative (RPR) Services** – The PM will provide a full time RPR at construction sites in accordance with construction contract documents. The purpose of the RPR is to assist the PM in observing performance of the work of Contractor. The RPR is the PM's agent, will act as directed by and under the supervision of the PM, and will confer in regarding his/her actions. A detailed description of the services to be provided by the RPR will be included in the Program Plan.

**Verbal Communications with Resident Project Representative (RPR)** – The PM will maintain primary communications with the PM's RPR on a regular basis, and secondary communication with the City RPRs on an as-needed basis. City RPRs will maintain primary communication with PM's RPR.

**Construction Contract Administration and Observation Services** – The PM will provide qualified inspection personnel (Resident Project Representative(s) (RPR)) who will be assigned to specific construction projects to observe and report on contractor compliance with construction documents. Resident Project Representative (RPR) is the PM's agent at the site, will act as directed by and under the supervision of the City, and will confer with the PM regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the PM and Contractor, keeping the City

advised as necessary. The assigned RPR will audit construction progress and is not expected to be able to observe all construction activities in multiple locations.

**Office Engineering Site Visits** – The PM's office staff and engineers will make regular site visits to each contract to observe that the work is proceeding in accordance to the contract documents in accordance to the Contract Documents. It is anticipated that a site visit will occur an average of once per week for each contract.

**Monthly Pay Request Review and Progress Review** – The PM will review and process Monthly Pay Requests and forward to the City for payment.

**Monthly Progress Meeting, Meeting Minutes, and Distribution** – The PM will schedule regular construction progress meetings in accordance to the contract documents for each contract with the City "and the contractor.

**Digital Photograph and File Records Maintenance** – The PM office staff and engineers will develop and maintain office file records of digital photographs taken by its RPR and maintain office files of project documentation on each contract.

**Record Drawing Maintenance (During Construction)** – The PM will maintain draft Record Drawings for each contract while the work progresses from data collected by the PM's and the City's RPRs during construction.

**Record Drawing Preparation - Final Drawings** – The PM will prepare final Record Drawings for each contract from data recorded during construction, survey data collected by the surveyor, and as provided by Contractor at the end of construction. A list of materials installed on the contract will be included on the final record drawings.

**Final Inspection, Permit Certification and Certificate to Operate Permitting** – The PM and the City's RPRs will conduct an inspection of the work of observed items requiring completion prior to issuing a Certificate of Substantial Completion. The PM and the City will conduct a final inspection and document observed deficiencies to be completed prior to final acceptance of the work. The PM will receive and approve Final Payment request and forward to the City for payment.

**One Year Warranty Inspection** – If requested, the PM will participate with the City in conducting a one-year warranty inspection of the work to help identify any defective work. The City will be responsible for having any defective work corrected.

**Erosion and Sediment Control Permitting Fees** - If requested by the City, the PM will pay for any required permit application fees to SCDHEC.

**Project Closeout Services** – At the request of the City Project Manager, the PM will assist the City in acquiring the necessary documents to formally closeout projects. Currently the City does not employ a formalized standard for closing out a construction project when it has been completed. Specifically, the City desires a more formalized standard for digital plan submittals, record drawings, and required GIS data that designers submit for projects. The PM will work with City staff to develop a work flow process as well as the standards that need to be followed when designers send digital submittals to the City.

Task 5 Deliverables:

1. Standardized forms and protocols for various tasks outlined in Task 5
2. Deliverables may vary between construction projects
3. Project Plans for individual projects

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 5 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than $4M to manage through December 31, 2018. Construction oversight will be performed on two of the above projects and full-time management will occur one project only.

2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
4. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.

## Task 6 Maintenance Easement Review and Acquisition Services *(PROJECT IMPLEMENTATION)*

Various City Program projects involve improvements to waterways and drainage systems that are situated on private property or other land for which the City does not maintain a temporary or permanent easement to perform maintenance or improvements.

**Maintenance Easement Review** - The outcome of this task is to identify locations for access from public right-of-way for construction and long-term maintenance, and extent of easements to accomplish construction along the water course and maintenance routes parallel to the stormwater system to provide means for maintenance vehicles and equipment movement.

Data collected under other program tasks relating to project background information will be used for this investigation. The following activities may be performed to support this task:

a. Compile updated concept maps of the projects to indicate extent of the project and surface features that may conflict with proposed improvements, parcel boundaries and right-of-way limits,
b. Apply general limits of project grading and/or disturbance for each proposed improvement using general design principles and experience with natural channel design and Stormwater BMP construction to estimate limits of project activity.
c. Evaluate existing land use and surrounding development for temporary and permanent access entrances and routes. The number and location of the access points should take into consideration difficulty of construction, type of equipment necessary for implementation of improvements and maintenance, and impact to private property.
d. Concept maps for each project will be augmented to illustrate extent of easement needs for review by the City. It is anticipated one round of reviews will be conducted by City Staff.
e. Easement acquisition costs will be estimated for each project.

**Easement Acquisition Services** – The PM will work with City staff in acquiring easements as outlined in the Project Concept Maps described above. The following activities may be performed to support this task:

1. Determine ROW/Easement extents (provide survey services as needed)
2. Identify property owners
3. Identify appropriate temporary and/or permanent easement boundaries and extents
4. Prepare easement documents
5. Assist City to obtain easements

The protocol to be used when obtaining easements for the City will be developed and included in the Program Plan as described in Part 3: Program Management and Other Services.

Task 6 Deliverables:

1. Project Concept Maps illustrating limits of easements
2. Project Table indicating easement area to acquire and estimated costs
3. A maximum seventy-five (75) draft and final easement/rights-of-way plans
4. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 6 Expectations/Assumptions:

1. Up to 400 hours will be used to complete this task. Additional fee may be necessary as the City identifies areas where easement acquisitions are required throughout the contract period.

## Task 7 Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope or work and fees associated with general program management services.**

# Part 2: Asset Management Program Services

## Introduction

The City of Columbia owns, operates, and maintains a stormwater conveyance system comprised of pipes, inlets, junction boxes, ditches, natural systems, and various constructed Best Management Practices. Like many communities, the City currently maintains the system on a reactive basis. However, reactive operation and maintenance of stormwater systems is less efficient and costlier than a proactive asset management program.

The tasks below provide the framework to develop a stormwater asset management program for the City of Columbia. It should be noted that all the tasks below do not have to be fully implemented to begin managing assets in a more proactive manner and, while some tasks need to be completed before others, not all tasks must be completed in the order shown below.

## Scope of Work

### Task 1 Goal Setting *(PROGRAM START-UP)*

Prior to developing the CIP and Asset Management programs, it is important to clearly and succinctly identify the City's goals for the programs. Goals should match the City's mission, budget goals, and stakeholder expectations. The goals set during this process will set the direction for the remaining tasks in this scope of work.

The PM will gather and review stormwater related ordinances, the City budget ordinance, Columbia Water program goals, and other documents related to the City's overarching goals and vision. Using these documents, the PM will prepare a draft set of Stormwater CIP program and Asset Management program goals. The PM will then conduct a meeting with appropriate City staff (e.g., GIS, Streets, Utilities, etc.) to review and revise the goals.

Task 1 Deliverables:

1. Draft set of Stormwater CIP and Asset Management Program Goals
2. Final set of Stormwater CIP and Asset Management Program Goals
3. Meeting(s) with City staff and meeting minutes

An asset management program capable of supporting regulatory compliance, risk-based asset decision-making activities, and continuous operational improvement will provide significant value to the City. The City has already developed and implemented many foundational components, including a partial GIS-based asset inventory and associated asset information management systems (ArcGIS and Cityworks). The PM will leverage these existing data sets and systems to determine priority areas for data collection and implementation of asset management policies and practices. The PM will assist the City in further developing foundational components of the asset management system, including, but not limited to, asset management policy and strategies, asset information, asset information systems, and asset management decision support tools as described below.

### Task 2 Asset Criticality *(PROGRAM START-UP)*

Not all assets are created equal. Some are more critical than others. The industry defines critical assets as those that have an inherently high consequence of failure. For example, failure of a particular asset (or system of assets) that would cause loss of life, economic damage, or environmental damage may be considered a critical asset. Criticality is the product of an assets probability of failure (condition) and the consequence of the asset's failure. The higher the product of these two conditions, the higher the asset's criticality rating (or Business Risk Exposure (BRE)).

**Probability of Failure** - Because a condition assessment of individual assets has not been conducted, The PM will utilize a simple surrogate for condition such as age of pipe to determine the probability of failure (POF). Each of the City's major watersheds (Broad River, Congaree River, Gills Creek, Lower Saluda River) will be further defined by identifying smaller subbasins. The sizes of the smaller basins will be determined in cooperation with the City and prior to prioritization. Subbasin size is generally determined by size, geometery, and location within the City considering project budgets and timelines for implementation.

The items below will be applied to each subbasin to aid in the prioritization for additional field inventory, condition assessment, and CIP prioritization.

1. Relative age of the system (as assigned to each subbasin with assistance from City staff)
2. Existing available maintenance records (Number of maintenance actions taken within a subbasin)

Using the two factors above, The PM will calculate a POF score for each subbasin for use in determining the final BRE score. As data is collected on each asset, an individual asset's POF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's POF score.

**Consequence of Failure** – The PM will work with the City to develop a consequence of failure rating system for its physical stormwater assets. It will be a desktop exercise, using available mapping data and the institutional knowledge of the City's staff to develop a consequence of failure (COF) rating system for each asset. This rating system will then be applied on a subbasin basis to provide an initial COF score. Typical COF factors include the following:

1. Structural damage due to flooding
2. Blocked emergency access
3. Nuisance flooding
4. Environmental impacts (i.e. erosion, water quality impacts, etc.)
5. Inconvenience to citizens of repair and/or replacement
6. Relative financial impacts (residents/businesses)
7. Potential for loss of life

As data is collected on each asset, an individual asset's COF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's COF score.

**Criticality Analysis** - Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE will be prepared and applied. The BRE score for each subbasin will then be used to prioritize subbasins for additional survey, condition assessment, and will be used in the CIP prioritization process. Other factors to be considered in the prioritization process may include; areas where inventory data exists, age of inventory data, presumed reliability/accuracy of existing data, and areas where projects have been identified for immediate implementation.

In future years as data is collected on each asset, an individual asset's BRE score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's BRE score.

It is anticipated that a minimum of three meetings with City staff will be required to develop the POF, COF, criticality analysis, and prioritization.

Task 2 Deliverables:

1. Assignment of Consequence of Failure (COF) to identified subbasins
2. Assignment of Probability of Failure (POF) to identified subbasins
3. Initial calculation of BRE and prioritization of subbasins for additional survey and condition assessment
4. Guidance on developing and applying POF, COF, and BRE to individual assets
5. Meeting(s) with City staff and meeting minutes

Task 2 Expectations/Assumptions:

4. Participate in discussions and development of COF and POF rating system. Provide all appropriate and available GIS data and maintenance records for the system.
5. The PM will assign COF, POF, or BRE ratings to subbasins only. As individual asset data becomes available, the PM may assist with scoring of those assets as well, however, scoring of individual assets is not included in the fee estimate associated with this task.

## Task 3 Inventory Assessment

*(PROGRAM START-UP)*

A comprehensive stormwater asset management program requires an accurate inventory of the City's physical stormwater assets. Best practices dictate that this inventory should be field captured using survey and other prescribed data collection techniques. Prior to the field captured / verified asset locations, other verified source records (as-built drawings, sub-division plats, aerial imagery, and others, etc.) may be used to develop an initial inventory. The PM will use inventory data obtained in the existing watershed studies, supplemented with the City's existing stormwater GIS database to create an initial asset inventory geodatabase compatible with Cityworks. The resultant asset inventory should be loaded into the City's existing ArcGIS geodatabase and should be the single system of record for maintaining and managing the City's physical stormwater infrastructure inventory.

Utilizing the BRE scores for each watershed and the inventory assessment, the PM will work with City stormwater management staff to identify and prioritize watersheds for further storm system conveyance inventory data collection.

The PM will review the existing stormwater geodatabase (consisting of stormwater outfalls, and system data) model and make recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations may include, but not be limited to, network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality. An appropriate data capture plan focused on closing all inventory gaps in a reasonable time period will be developed as part of this task.

The PM will develop a set of attribute fields for data to be collected for the system inventory that can be configured in Cityworks by the City. Once these attributes have been determined a data dictionary will be developed for use in data collection and management. This will define the level of accuracy required and the general means and methods to collect the information.

Task 3 Deliverables:

1. Identification of areas requiring additional survey data
2. Recommendations for enhancements to the geospatial database
3. Data collection protocols (i.e., list of needed attributes, data dictionary, and field data collection standards)
4. Final Data Capture Plan
5. Meeting(s) with City staff and meeting minutes

Task 3 Expectations/Assumptions:

2. Provide appropriate staff to help identify locations requiring survey data. Assistance may require several on-site meetings and/or field visits.
3. The PM will not be providing configuration of the City's existing Cityworks system.

## Task 4 Policy Development

*(PROGRAM START-UP)*

There are several policy statements that support an effective Asset Management program. These policies include; an overarching asset management, extents of service, and levels of service policies. The PM will review existing policy statements from similar communities and prepare draft policy statements for the City's review. The PM will then

conduct a maximum of three (3) work sessions with appropriate staff from various departments to further refine the policies.

**Asset Management Policy** - An overarching Asset Management Policy will be developed that defines the City's goals and vision for the asset management program, assigns roles and responsibilities, and provides guidance for implementation. It is critical that City leadership understand and accept this policy. As part of this task, The PM will develop presentation materials to help educate City Council on the importance of adopting this policy.

**Extents of Service Policy** - It is important for the City to establish boundaries for the program related to system operation and maintenance activities. For example, some communities define the beginning of a public conveyance system where drainage from two or more properties/parcels join. Other communities only operate and maintain that portion of the system that lie within road right-of-way or easements. Identifying which components of the drainage system are owned operated and maintained by the City is also necessary. For instance, the more common components include pipes, culverts, inlets, junction boxes, and ditches. Some communities also consider BMPs, curb and gutter, and natural systems (streams) as a community asset. The PM will assist the City in developing an extents of service policy for the program that includes consideration of asset types, boundaries, special circumstances and emergency repairs.

**Levels of Service Policy** - Understanding the desired level of service (LOS) associated with the stormwater management system is critical to establishing an appropriate Asset Management program. This understanding begins with identifying expectations of key stakeholders (e.g., citizens, city leaders, staff, etc.). Typically, there are two components to an LOS policy; one associated with system functionality and one associated with system operation and maintenance (O&M). For example, a functionality LOS may include criteria such as, 1) no structural flooding during the 100-year storm, 2) all bridges and culverts should meet a 25-year LOS, 3) all piped systems should have a minimum of a 5-year capacity, etc. In order to meet the functionality LOS, certain maintenance, repair, and replacement activities must be applied to the system. O&M LOS criteria may include items such as, 1) inspect and clean the entire system over a five (5) year period, 2) replace 10% of the most critical assets each year, etc.

The PM will provide a draft document identifying typical levels of service utilized in other similar communities and/or applicable industry standards for review by the City. City requested revisions will be made and a final LOS policy will be prepared.

Task 4 Deliverables:

1. Draft Asset Management, Level of Service and Extents of Service policy statements
2. Final Asset Management, Level of Service and Extents of Service policy statements
3. City Council presentation materials
4. If needed, support to attend one City Council work session and one Council meeting to assist in approvals.
5. Facilitation of a work session with City staff
6. Meeting(s) with City staff and meeting minutes

Task 4 Expectations/Assumptions:

1. The City will obtain approval for proposed levels of service prior to the PM's development of the final Asset Management Plan.

## Task 5 Strategy Documents *(PROJECT IMPLEMENTATION)*

In addition to policy statements that provide general guidance to the program, several strategy documents should also be developed to provide more specific direction. These strategy documents include; 1) Condition Assessment Strategy, 2) Data Management Strategy, and 3) Life Cycle Analysis Strategy. The PM will prepare drafts of each document for City

review. The PM will then prepare final documents based on City comments. It is anticipated that a minimum of two meetings will be needed to prepare and review the three documents.

### *Task 5.1 Condition Assessment Strategy*

To properly inform the City's planned Operations & Maintenance (O&M) and Capital Improvement Planning (CIP) work processes, a thorough understanding of the stormwater infrastructure conditions must be developed and maintained over time. The PM will work with the City's stormwater staff to define and document appropriate asset condition inspection programs for each of the City's physical stormwater assets identified in the Extent of Service policy to include rating criteria and inspection frequencies.

First, an appropriate industry-standard asset condition-rating system will be determined for each of the major asset classes. There are several different industry standard condition scoring models for consideration, including the NASSCO PACP (Pipeline Assessment Certification Protocol) and MACP (Manhole Assessment Certification Protocol) rating systems. The PM will recommend an asset condition scoring model that includes both a structural condition score and an operational score for each of the assets identified in the Extent of Service policy.

The PM will then define an asset inspection program to be adopted by the City for implementation. The asset's structural and operational conditions should be scored based on the previously developed / adopted scoring system(s). Appropriate asset condition assessment protocols will be identified including techniques such as visual inspections, CCTV, and/or pole cameras (for pipes and manholes) and visual inspections for streams, ditches, open channels, and outfalls. Lastly, a condition assessment schedule will be developed (based on the O&M LOS) whereby each of the City's physical stormwater assets gets inspected and condition-rated on a regularly scheduled basis.

The PM will also make recommendations on the tools to be used to capture the condition ratings (GIS and/or Cityworks AMS for field inspections; commercial CCTV software for the PACP and MACP inspections data). The PM will also make recommendations on the Cityworks AMS inspections that should be configured to support real-time condition scoring of the assets.

**Task 5.1 Deliverables:**

1. Draft Condition Assessment Strategy document containing the following:
   a. Scoring system for asset condition
   b. General condition assessment protocols
   c. Recommendations for data capture tools
   d. Draft condition assessment schedule
2. Final Condition Assessment Strategy document
3. Meeting(s) with City staff and meeting minutes

**Task 5.1 Expectations/Assumptions:**

1. The PM will not procure or implement recommended data capture tools.
2. Cityworks AMS configuration is not included in this scope of services.

### *Task 5.2 Data Management Strategy*

For the asset inventory, asset condition, and asset criticality information to be kept up-to-date, remain relevant, and support the City's O&M and CIP decision-making processes, several data management policies, strategies, and supporting workflows may need to be developed and implemented.

Some asset data management recommendations are included in each of the field data collection tasks (e.g., data dictionaries, determination of appropriate attribute for data collection, etc.) and in previous Cityworks projects completed for the City. In addition, the City has already established certain processes and protocols related to asset data

management for its sanitary sewer system. Recognizing, however, that the City may still need some support with data management related to this project (e.g., collecting, tracking, and analyzing stormwater related work orders), the PM will provide data management support from our Subject Matter Experts.

Task 5.2 Deliverables:

1. Meeting(s) with City staff and meeting minutes

### *Task 5.3 Life Cycle Analysis Strategy*

A key component to making repair and replacement decisions for stormwater infrastructure is understanding the corrective actions the City may employ, the circumstances under which each action is taken, and the cost of each corrective action. Using an assets condition score and remaining useful life combined with the life cycle cost for various corrective actions, the most cost-effective action can be determined.

As an example, given a pipe with a remaining life of ten years in relatively poor condition, is it more cost effective to continue making point repairs or to replace the pipe? The Life Cycle Assessment strategy will provide data and recommendations for tools to make such decisions. Specifically, the strategy document will include the following.

1. A list of typical corrective actions taken by the City
2. Budget level costs associated with each corrective action
3. Recommendations for software tools used in life cycle decision making

Task 5.3 Deliverables:

1. Draft Condition Assessment Strategy document containing the following:
   a. Scoring system for asset condition
   b. General condition assessment protocols
   c. Recommendations for data capture tools
   d. Draft condition assessment schedule
2. Final Condition Assessment Strategy document
3. One work session to review all three strategy documents

## Task 6 Field Data Collection Procedures *(PROJECT IMPLEMENTATION)*

This task includes the development of standard operating procedures for collection of field data and condition assessment information to be used in the development of the asset management program. As funding allows, this scope also includes collection of field data.

### *Task 6.1 Inventory Pilot Data Collection for Man-made Systems*

The goal of this task is to develop a piped system inventory program to locate and map the City's stormwater system including pipes, inlets, and junction boxes. The program will consist of developing an approach to inventory methods and attributes to be collected. A geodatabase will be developed that can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying "flags" for work orders in the Cityworks system.

The following tasks will be completed within this program:

1. Develop the method – an approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Develop the piped system geodatabase configuration
3. Submit SOP and database structure to City for review; refine and finalize based on comments from the City

4. Determine an appropriate pilot area(s) for inventory to further refine the process and inventory costs
5. Inventory the identified pilot area
6. Refine the database and procedures based on this pilot test
7. Prepare GIS mapping for the inventoried area

Since it is presently unknown which areas will require such information, this task include a designation fee amount for the collection of inventory data and the associated preparation to obtain the field data (See Fee Estimate).

Task 6.1 Deliverables:

1. Draft Inventory SOP and geodatabase structure
2. Final Inventory SOP and geodatabase structure
3. Identified pilot areas for inventory
4. Mapping data from inventoried areas
5. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

### *Task 6.2 Inventory Pilot Data Collection for Natural Systems*

The goal of this task is to develop a stream inventory/assessment program to assess stream condition, develop CIP projects, and integrate data into the asset management program for identifying stream reaches that need immediate repair, as well as reaches that need to be inspected at a higher frequency due to unstable or changing conditions and likelihood of public safety concern or infrastructure damage (i.e., potentially compromising the integrity of sidewalks, pipes, buildings). The program will consist of developing a customized, simplified approach to the inventory methods and parameters of information collected. A geodatabase will be developed that can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying "flags" for work orders in the Cityworks system.

The following tasks will be completed within this program:

1. Develop the method – a simplified, customized approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Desktop analysis of the stream network – develop stream reach ID structure and subdivide the streams into discreet segments for inventory
3. Develop natural system database
4. Work with the City to identify preferred metrics for asset management (AM) – restoration needs and repeat inspection schedule and integrate the repeat inspections into the database for AM
5. Submit SOP and database structure to City for review; refine and finalize based on comments from the City
6. Inventory/assess streams that are required as a pilot test for the program for a predetermined amount of time
7. Develop criticality analysis, stream restoration opportunities, and refine the database based on this pilot test
8. Review with the City, determine desired improvements to the SOP documentation and database structure and adjust

Task 6.2 Deliverables:

1. Stream Inventory SOP and geodatabase structure
2. Stream network reach ID structure in GIS
3. Stream inventory prioritization and desktop criticality analysis (this task will also be conducted along with efforts under Task 2)
4. Meeting(s) with City staff and meeting minutes

**Note: Processes and procedures developed under this task will be included in the Program Plan**

**Task 6.2 Expectations/Assumptions:**

1. City and PM staff will coordinate and schedule the field work in a manner that is agreeable to both parties.
2. The PM will communicate the schedule for field work for this task to the City such that a City representative can participate in the field work if desired/available.

### *Task 6.3 Field Data Collection and Data Management Training*

**Field Data Collection Training** - Upon completion of the data collection SOPs in Tasks 6.1 and 6.2 for the storm system inventory the PM will provide the necessary training to the appropriate City staff for SOP implementation. Data collection training will occur concurrently with the inventory work performed in Tasks 6.1 and 6.2.

**Database/Software Training** – The PM shall provide on-site training for City staff on the use of the software associated with the field data collection and data management SOPs. This may include training on the data collection software that the City uses to collect field data (e.g. GILware, ESRI products, etc.) as well as training on ESRI software (e.g. ArcGIS, ArcMap, etc.) used to manage and store information after it has been collected in the field.

**Task 6.3 Deliverables:**

1. Field training on inventory data collection procedures
2. On-site software training

**Note: Processes and procedures developed under this task will be included in the Program Plan**

## Task 7 Condition Assessment *(PROJECT IMPLEMENTATION)*

The overall condition of stormwater assets is critical in determining potential corrective actions and setting budgets. In general, communities begin condition assessment of assets with the most critical assets as determined through the criticality analysis completed in Task 2. The PM team has the capabilities of providing visual assessments as well as performing CCTV documented assessments.

Based on the results of the criticality analysis and prioritization work under Task 2 of the scope, the City will identify areas where condition assessment is desired. Since it is presently unknown which areas will require such information, this task will include a designated fee amount for the collection of condition assessment data and the associated preparation to obtain the field data (See Fee Estimate). The PM will not proceed with any work associated with this effort without written authorization from the City.

**Task 7 Deliverables:**

1. Condition assessment scoring for all assets included in assessed areas

## Task 8 Asset Management Plan *(PROJECT IMPLEMENTATION)*

The PM will combine the policy statements and strategy documents into a draft Asset Management Plan framework including an overview of the program goals and objectives, executive summary, and general program guidance. As additional data is collected on individual assets, this plan will necessarily need to be updated and expanded.

**Task 7 Deliverables:**

1. Draft Asset Management Plan
2. Final Asset Management Plan
3. Meeting(s) with City staff and meeting minutes

## Task 7 Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope or work and fees associated with general project management services.**

# Part 3: Program Management and Other Services

## Introduction

The key to a successful program is to ensure proper project management protocol is followed during the implementation phase of the program. Communication, a succinct and a clear scope of work, and full understanding of roles and responsibilities is crucial to successful program implementation. Further, one of the measurements of the success of the overall program will be the garnering of broad based public support of the efforts to get the Program Management program completed in accordance with City and stakeholder goals and expectations.

The PM also intends to investigate opportunities to initiate a Public/Private Project (P3) delivery model for the execution of some or all the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals.

## Scope of Work

### Task 1 Kickoff Meeting and Program Plan Development *(PROGRAM START-UP)*

**Kickoff Meeting -** Prior to the initiation of work on the development of the program, the project team will meet with the City to discuss overall program management strategies. A key goal of the meeting will be to identify specific protocols that will be used by the PM during the implementation of the various tasks described within the scope of services. Team leaders from subs will be included in this meeting for introduction to City staff and to exchange contact information for future communications.

**Program Plan -** Based on the information gathered during this meeting an overall Program Plan will be developed that will be used by the PM and subs to support existing City services. Additionally, individual projects may also require development of customized individual Project Plans. Some of the action items scheduled to be discussed during the meeting will include but may not be limited to:

1. **Communication, Decision Making and Reporting Protocol -** Communication, decision making and reporting protocol will be reviewed and commented on. Reporting formats to be used while implementing the various scope tasks will be discussed.
2. **Roles and Responsibilities -** Roles and responsibilities for both the City and the team will be established.
3. **Work Flow Diagram -** Any additions, deletions and other revisions to the Work Flow Diagram, as shown below, will be discussed and made as appropriate.
4. **Program Control Documents –** The PM will work with the City to identify and create appropriate program control documents such as forms, checklists, project logs, protocols and processes, procurement documents, standards for submittals, and project close-out forms.
5. **Budget and Project Tracking Protocol -** Budget and project tracking protocol will be established, per the City's needs. The PM typically uses Microsoft Project and customized spreadsheets for project and budget tracking, but we are familiar with a variety of systems and will use the City's preferred methods of tracking and reporting.

Information gathered during the meeting will be used to develop a draft Program Plan for review and comment by the City. A final plan will be developed and submitted to the City. The Program Plan may change from time to time and processes, protocols, and procedures are refined throughout the implementation of the project. Updated Program Plans will be submitted to the City as they are revised.

Task 1.1 Deliverables:

1. Program Management Meeting with City staff and meeting minutes
2. Draft Program Plan document outlining the management strategy and protocols to be used during the

project
3. Final Program Plan document
4. Other meetings with City staff, if necessary

## Task 2 Public/Private Project (P3) Services

The City desires to investigate opportunities to initiate a P3 project delivery model for the execution of some or all the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals. The PM will work with City Staff in understanding recent trends in using P3 for public infrastructure initiatives specifically for stormwater and other utility infrastructure, including the development of a Community-based P3 (CBP3) delivery model. Comparisons to other delivery methods will be conducted such as design-build (DB), design-bid-build (DBB), and construction manager at risk (CMAR).

### *Task 2.1 P3 Meeting* *(PROGRAM START-UP)*

The PM will conduct a meeting with City staff outlining various delivery methods comparing them to a P3 method. As part of the meeting, the PM will include the following:

a. Presentation of CBP3 examining current programs in the Chesapeake Bay
b. Compare CBP3 to DB, DBB, and CMAR
c. Facilitate group discussion on alternative delivery applications to the Program, outlining advantages and disadvantages. Areas of focus will include design, permitting, easement acquisition, construction procurement, business inclusion, community outreach, and project success criteria.
d. Consensus building for the development of a project evaluation strategy to be applied to current Program projects.

Task 2.1 Deliverables:

1. Meeting facilitation with City staff
2. PowerPoint presentation
3. Memo summarizing the outcome and decisions from the meeting

Note: Processes and procedures developed under this task will be included in the Program Plan

### *Task 2.2 P3 Evaluation Matrix* *(PROGRAM START-UP)*

The PM will perform an evaluation of the Program projects against the agreed upon evaluation strategy. The result of the evaluation will be a matrix summarizing the project's ability to achieve program goals utilizing the various delivery methods.

a. Project data will be provided to the PM by the City for each project to be evaluated, including but not limited to project narrative, concept map illustrating geographical extent of improvements planned, existing GIS data representing planimetric, utility, parcel, and topographical data, and project cost estimate and data supporting cost estimate.
b. It is assumed that up to 22 projects will be evaluated corresponding to the list of Bond projects.

Task 2.2 Deliverables:

1. Data Request Memo, and Data Evaluation Memo
2. Project Evaluation Matrix
3. Geodatabase containing data compiled for project evaluation

Note: Processes and procedures developed under this task will be included in the Program Plan

### *Task 2.3 Individual Project P3 Implementation*

As requested by the City, and once a delivery model has been created, the PM will coordinate with the City and private entities on individual projects to establish the P3 contractual agreement. The PM will work with the contracted groups during the implementation of a project to ensure that the terms of the contract are followed and that projects are completed on schedule. A more detailed scope and fee for this task will be prepared for City approval at the end of Task 2.2.

Task 2 Deliverables:

1. Work session with City staff
2. Work session meeting minutes
3. Technical Memo including Project Evaluation Matrix
4. Establish P3 agreements on an individual project basis

Note: Processes and procedures developed under this task will be included in the Program Plan

## Task 3 Public Outreach Services

### *Task 3.1 Develop a Public Outreach/Public Involvement Communications Plan* ***(PROGRAM START-UP)***

The PM will coordinate and collaborate with City staff to develop and begin implementation of a comprehensive Public Outreach/Public involvement Communications Plan for the Program initiative. The Communications Plan will be designed to inform and engage key stakeholders and the public and will be dependent upon the use of a variety of both traditional and innovative tools and communication strategies. The PM will hold a preliminary meeting to determine the public outreach/public involvement expectations of the City and to further identify the key components and strategy of the plan. A draft plan will be developed and presented to the City for comments. A final plan will be drafted and submitted to the City.

### *Task 3.2 Develop a Single Message and Logo for the Program* ***(PROGRAM START-UP)***

In collaboration with City staff, the PM will develop a complimentary logo or visual image for the Program. The logo will serve as a basis for creating instant recognition in electronic and print communications. The development of the logo will be a collaborative process to ensure that the image is positive and represents the ongoing progress of the Program implementation effort for stakeholders as well as the general public. The logo will be used on all project related signage to keep the public aware of the progress of the Program. A logo will be developed and submitted to the City for review and comments. Based on the comments, revisions will be made to the logo and submitted to the City for approval.

### *Task 3.3 Development of the Program Web Page* ***(PROGRAM START-UP)***

The PM will collaborate with City staff in the development of a web page for relating information and content regarding the introduction and ongoing progress of the Program. Collaboration will be needed with the City's Clean Water 2020 staff to ensure consistency across platforms and that the stormwater program disseminates a similar message.

**SharePoint Website Development** – In the negotiation meeting, the City expressed an interest in utilizing the SharePoint platform that was developed as a part of the City's Clean Water 2020 Program. The PM will work with the City's Engineering Administrator to identify functionalities that exist within the current SharePoint platform that can be beneficial in managing parts of the Project. The PM will work with the Engineering Administrator to develop or add to the existing platform the functionality to manage parts of the Project, as necessary.

### *Task 3.4 Public Impact of individual Stormwater Projects* ***(PROJECT IMPLEMENTATION)***

The PM, in collaboration with City staff, will examine the potential public impact of each of the projects included in the Program and develop categories of public outreach and engagement for each of the projects. Since different outreach

efforts will be needed based on the type and complexity of the individual projects, the PM will develop this list as a way of projecting the level of public involvement effort over the course of the three to five year program. A memo describing the public impact of individual projects will be developed and submitted to the City.

### *Task 3.5 List of Key Stormwater Program Stakeholders* *(PROJECT IMPLEMENTATION)*

The PM will develop a list of key stakeholders that may need to be informed about the status of the program on a continuous basis. This list may include businesses and residential community leaders in the potential impacted areas, City Council members, County Council members or other elected officials, EMS services, School District Transportation officials, etc. Although this list may become more refined and extended for individual projects, the list will be developed at the beginning of project implementation and will be used to keep key Stakeholders informed throughout the life of the program.

### *Task 3.6 Project Related Public Outreach/Involvement Plans* *(PROJECT IMPLEMENTATION)*

The PM will develop and begin implementation of individual Public Outreach/Public Involvement Communication plans for any design or construction projects that are assigned to the PM and that are started during the first six-month contract period. These plans will be developed upon the request of the City and submitted to the City for review and approval.

### *Task 3.7 Community Meeting Facilitation* (PROJECT IMPLEMENTATION)

At the request of the City, the PM will facilitate public meetings for individual design and construction projects. This can include ensuring that logistical arrangements, meeting notices and advertisements as well as documentation for all public meetings and public hearings, including responses to comments from the public are completed efficiently and to the satisfaction of City staff and City Council.

**Task 3 Deliverables:**

1. Overall Public Outreach/Public Involvement Communications Plan for the Program
2. Program logo
3. Assist in development of the Program webpage
4. Report identifying the Public Impact of individual stormwater projects
5. List of Key Program Stakeholders
6. Individual project related public outreach/public involvement plans
7. Public meeting facilitation services for individual stormwater projects
8. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

**Task 3 Expectations/Assumptions:**

1. Fees for Tasks 3.4, 3.6, and 3.7 are based on the assumption that the City will issue the PM three (3) construction projects ($1M, $0.5M, and $0.1M) to manage through December 31, 2018. No public outreach services will be performed on one (1) of the projects listed above.
2. Fee estimate will change if the City desires the PM to perform all or parts of these tasks on additional projects.

## Task 4 Project Administration *(PROJECT IMPLEMENTATION)*

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress

reports. Other tasks may arise during the contract period and the PM will address these tasks on an as-needed basis as requested by the City.

**Bi-monthly Status Meetings** - Monthly status meetings shall be held by the City's Project Manager and the PM twice per month (twice per month) during the Project. Items discussed during the bi-monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the City's Project Manager. The PM shall prepare and submit minutes of these meetings to the City's Project Manager within one (1) week of the meeting. The PM or City's Project Manager shall schedule the meetings. The City's Project Manager reserves the right to cancel or call for additional meetings as deemed necessary.

**Monthly Status Reports** - The PM shall prepare monthly status reports and deliver the reports to the City's Project Manager a minimum of three (3) business days prior to the monthly status meeting or by the last working day of the month, if a meeting is not held. The status report shall summarize work completed, percent complete to date for the schedule and budget, the work scheduled to be completed for the upcoming month, and identify any outstanding issues or decisions that must be resolved by City staff or the project team. The City will provide the PM with a standard format for the progress report. At the request of the City's Project Manager, the Engineer shall make all plans and Project work available for review and examination by City staff.

**City Council Interaction** - A key to implementing a successful stormwater program is ensuring the buy in of City Council members by educating them on aspects of the Stormwater Program. The PM will be available for meetings, work sessions, and council meetings as requested by the City.

**Fiscal Year 2018/2019 Work Plan** – Considering the goals and accomplishments achieved while completing this scope of services, the PM will work with City staff to develop a detailed work plan for the 2018/2019 fiscal year. The work plan will span from January 1, 2018 through December 31, 2019 and will include a detailed fee estimate for each task.

Task 5 Deliverables:

1. Project team meetings will be conducted throughout the duration of the project
2. Meeting minutes for monthly status meetings
3. Includes preparation of monthly progress reports
4. Personnel planning, scheduling, budget control monitoring
5. Subconsultant coordination

## Task 5 Other Duties as Assigned *(PROJECT IMPLEMENTATION)*

During the project term tasks related to the implementation of the City's Stormwater Management Program, and not identified in this scope of services, may be requested by the City. Fee estimates and schedules for completing these tasks will be developed as they are assigned to the PM.

# Fee Estimate / Project Schedule

| Task | | Fee Estimate | Approximate Schedule |
|---|---|---|---|
| **Part 1:** | **Capital Improvement Project (CIP) Services** | | |
| Task 1 | Project Prioritization / Identification | $39,164 | Part 3, Task 1 through June 30 |
| Task 2 | Concept Plan Development | $49,735 | As Required |
| Task 3 | Construction Plan Review and Approval | $79,785 | As Required |
| Task 4 | Project Permitting | $69,000 | As Required |
| Task 5 | Construction Administration/Inspections/Project Closeout | $399,337 | As Required |
| Task 6 | Maintenance Easement Review and Acquisition Services | $19,154 | As Required |
| | **Part 1 Total Fee/Schedule:** | **$656,175** | See Above |
| **Part 2:** | **Asset Management Program Services** | | |
| Task 1 | Goal Setting | $8,622 | Part 3, Task 1 + 10 days |
| Task 2 | Asset Criticality | $24,540 | Part 2, Task 1 through August 31 |
| Task 3 | Inventory Assessment | $14,890 | Part 2, Task 1 through August 31 |
| Task 4 | Policy Development | $14,340 | Part 2, Task 1 through August 31 |
| Task 5 | Strategy Documents | TBD | --- |
| Task 6 | Field Data Collection Procedures | TBD | --- |
| Task 7 | Condition Assessment | TBD | --- |
| Task 8 | Asset Management Plan | TBD | --- |
| | **Part 2 Total Fee/Schedule:** | **$62,392** | NTP+10 days through August 31 |
| **Part 3:** | **Program Management and Other Services** | | |
| Task 1 | Kickoff Meeting and Program Plan Development | $70,672 | NTP + 10 days |
| Task 2 | Public / Private Project (P3) Services | $62,360 | Part 3, Task 1 through June 30 |
| Task 3 | Public Outreach Services | $57,624 | Part 3, Task 1 through December 31 |
| Task 4 | Project Administration | $92,700 | NTP through December 31 |
| Task 5 | Other Duties as Assigned | TBD | --- |
| | **Part 3 Total Fee/Schedule:** | **$283,356** | NTP through December 31 |
| | Reimbursable Expense: | $13,192 | --- |
| | **Total Fee/Schedule:** | **$1,015,115** | NTP through December 31 |

Note: Days refer to working days. NTP =Notice to Proceed. Expenses requiring reimbursement will include but are not limited to mileage and meeting supplies.

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# Exhibit B – Labor Rates

**This is to be submitted in a separate sealed envelope.**

Firm Name: Woolpert, Inc.

Please provide Hourly Rates for all labor categories of personnel expected to be assigned to the project.

| | | |
|---|---|---|
| **Principal**<br>Description: | >30 years, PE, maintains client relationship | $ 265 /hour |
| **Project Director**<br>Description: | >30 years, PE, provides overall project direction and meeting QA/QC standards | $ 210 /hour |
| **Project Manager**<br>Description: | >15 years, PE, responsible for project planning, scheduling, budgeting, reporting, and deliverables | $ 175 /hour |
| **Senior Professional Engineer**<br>Description: | >10 years, PE, provides expertise and coordinates the technical execution of specific job tasks | $ 135 /hour |
| **Professional Engineer**<br>Description: | >5 years, PE, interprets, organizes and executes specific job assignments | $ 125 /hour |
| **Engineer**<br>Description: | <5 years, PE, interprets, organizes and executes specific job assignments | $ 115 /hour |
| **Junior Professional Engineer**<br>Description: | <5 years, performs engineering computation, prepares reports, conducts evaluations, design analyses, and design development | $ 100 /hour |
| **Environmental Scientist**<br>Description: | >5 years, provides technical support in the areas of regulatory compliance, environmental sciences, and planning and supervision | $ 95 /hour |
| **Technician**<br>Description: | >5 years, performing basic tasks associated with data collection, field sampling, data analysis, and report writing | $ 80 /hour |
| **GIS Analyst**<br>Description: | >10 years, GISP, responsible for designing, developing, implementing, and addressing GIS system requirements | $ 150 /hour |
| **Business Manager**<br>Description: | >15 years, provides administrative support to management and staff, invoicing, tracking of program finances | $ 85 /hour |
| **Intern**<br>Description: | <2 years, performs simple engineering project tasks | $ 60 /hour |

Firm Name: HDR, Inc.

| | | |
|---|---|---|
| **Senior Technical Specialist**<br>Description: | 33 years, PE, National Stormwater Practice Leader, Green Infrastructure Planning/Design/Construction, CBP3 Program Management | $ 250 /hour |
| **Senior Engineer**<br>Description: | 15 years, PE, Water Quality Modeling and BMP Design, MS4 Program Management | $ 168 /hour |
| **Senior Project Manager**<br>Description: | 17 years, PE, CFM, BSCE, MS, Roadway and Drainage Engineering Design, and FEMA floodplain modeling/permitting | $ 200 /hour |
| **Senior ROW Agent**<br>Description: | 10 years, BSCE, EI, Real Estate License, Notary, ROW Services Manager | $ 140 /hour |
| **ROW Agent**<br>Description: | 28 years, BA, MPA, Real Estate License, Notary, Property Appraisal, and ROW Negotiation and Acquisition Experience | $ 120 /hour |
| **Public Outreach Specialist**<br>Description: | >13 years, BA, MPA, Strategic Communication and Public Involvement Specialist | $ 130 /hour |
| **Senior Construction Manager**<br>Description: | 21 years, PE, BSCE, Senior CM Lead, Water Utility Construction | $ 195 /hour |
| **Construction Manager**<br>Description: | 6 years, PE, BSCE, MS, Design and Construction Administration of public water, wastewater, and stormwater projects. | $ 135 /hour |

Firm Name: 4D Engineering

| | | |
|---|---|---|
| **Professional Engineer**<br>Description: | Licensed PE with at least 4 years of experience | $ 125 /hour |
| **Program Manager**<br>Description: | Project Manager with over 12 years of experience | $ 165 /hour |
| **Staff Engineer**<br>Description: | Prepares design drawings, engineering calculations, cost estimates, and specifications | $ 110 /hour |
| **CAD Technician**<br>Description: | Prepares plans and maps with AutoCAD and GIS Software | $ 90 /hour |
| **Construction Administrator**<br>Description: | Provides on-site construction observation and support during construction | $ 105 /hour |
| **Senior CAD Technician**<br>Description: | CAD Technician with over 12 years of experience | $ 115 /hour |
| **Principal**<br>Description: | A leader who has ownership in the company | $ 195 /hour |

Firm Name: Chao & Associates

| | | |
|---|---|---|
| **Principal**<br>Description: PE, maintains client relationship | $ 210 | /hour |
| **Senior Associate**<br>Description: PE, provides overall project direction and meeting QA/QC standards | $ 170 | /hour |
| **Project Manager**<br>Description: PE, responsible for project planning, scheduling, budgeting, reporting, and deliverables | $ 160 | /hour |
| **Project Engineer**<br>Description: PE, provides expertise and coordinates the technical execution of specific job tasks | $ 160 | /hour |
| **Engineer**<br>Description: PE, interprets, organizes and executes specific job assignments | $ 140 | /hour |
| **Senior CAD Technician**<br>Description: Prepares plans and maps with AutoCAD and GIS Software | $ 100 | /hour |
| **Designer**<br>Description: Prepares design drawings, engineering calculations, cost estimates, and specifications | $ 100 | /hour |
| **Drafter**<br>Description: Prepares plans and maps | $ 80 | /hour |
| **Clerk**<br>Description: Assists with preparation of documents, invoices, etc. | $ 60 | /hour |
| **Registered Surveyor**<br>Description: Professional Land Surveyor, >5 years experience | $ 95 | /hour |
| **Two Man Station**<br>Description: Two person survey crew utilizing total station equipment | $ 120 | /hour |
| **Two Man Station w/Robotic**<br>Description: Two person survey crew utilizing robotic survey equipment | $ 130 | /hour |
| **Three Man Station**<br>Description: Three person survey crew utilizing total station equipment | $ 140 | /hour |

Firm Name: PJ Noble & Associates, Inc.

| | | |
|---|---|---|
| **President/CEO-Program Manager-Public Involvement**<br>Description: >30 years, City and urban planning | $ 200 | /hour<br>Description: |
| **Director Public Relations**<br>Description: >25 years, experience and degree in communications | $ 168 | /hour |
| **Senior Community Relations Consultant**<br>Description: >25 years, experience and degree in conflict management | $ 154 | /hour |
| **Multimedia Designer/Web Developer**<br>Description: >13 years, produces multimedia files and develops websites | $ 145 | /hour |
| **Senior Administrative Support**<br>Description: >10 years, provides administrative support to management and staff | $ 70 | /hour |

Firm Name: WE3 Consultants, LLC

| | | |
|---|---|---|
| **Principal**<br>Description: A leader who has ownership in the company | $ 150 | /hour<br>Description: |

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# EXHIBIT C –SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

**INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.**

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated percentage of work that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

| | Total Contract % | First Contract Year % |
|---|---|---|
| Total **SBE Participation Percentage** to be subcontracted: | 0.5 % | 0.5 % |
| Total **MBE Participation Percentage** to be subcontracted: | 12 % | 24 % |
| Total **WBE Participation Percentage** to be subcontracted: | 12.5 % | 18 % |
| Total **Other DBE Participation Percentage** to be subcontracted: | 0 % | 0 % |
| **CDBE Participation Percentage to be subcontracted** (Sum of Above): | 25 % | 42.5 % |

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

_____

_____

_____

_____

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## LABOR SURPLUS UTILIZATION PLAN

**In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas.** A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers.

**If your business islocated in a labor surplus area, please check here:** ☐

**Define the LSA here**_____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Respondent shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

**By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.**

| | |
|---|---|
| K. Flint Holbrook | November 2, 2017 |
| **Signature** | **Date** |
| K. Flint Holbrook | Woolpert, Inc. |
| **(Print Name)** | **Business Name** |

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## EXHIBIT D –SUBCONSULTANT BUSINESS INFORMATION RECORD

**Business Information Record for Subconsultants/Subcontractors**

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

**Project: Program Management Services for Stormwater Bond**

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

| Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE # | Contact Name & Telephone | Services and/or Materials Provided | Cost of Services and/or Material ($ Value) | Percentage of Total Contract | MBE, WBE, SBE, DBE, LBE (indicate all that apply) | Is your Business CDBE Approved? Yes or No |
|---|---|---|---|---|---|---|
| Chao & Associates<br>7 Clusters Court<br>Columbia, SC 29201<br>DUNS: 189168735<br>CAGE: 3HMY5 | Gerald Lee<br>803.772.8420 | Engineering, Inventory and Mapping, Easement/RoW, Construction Management Services | *$166,242 | 16 % | MBE | Yes |
| PJ Nobles & Associates<br>2711 Middleburg Drive, Ste 106<br>Columbia, SC 29204 | Patrick Noble<br>803.256.5026 | Public Meetings and Outreach | *$76,406 | 8 % | MBE | Yes |
| 4D Engineering<br>603 South Lake Drive<br>Lexington, SC 29072<br>DUNS: 078730532<br>CAGE: 6UC92 | Charlie Deep<br>803.356.0909 | Site Design/Construction Management Services | *$182,085 | 18 % | WBE | Yes |
| HDR, Inc.<br>1122 Lady Street, Ste 1100<br>Columbia, SC 29201<br>DUNS: 187294624<br>CAGE: 1EHX1 | Ron Geiger<br>704.338.6825 | Public Outreach, Easement/RoW, LID/ GSI Design and Evaluation, Public-Private Partnerships | *$93,660 | 9 % | | |
| WE3 Consultants LLC<br>651 Brushy Ford Road<br>Saluda, SC 29138 | Bill Spearman<br>803.727.0600 | Public-Private Partnership Public Meetings and Outreach | *$3,900 | -0.4 % | SBE | Applied For |

*Some costs of services and percentages of agreement may be determined on a per project basis and may change during project **TOTAL:** $ 522,293 51% (MBE, WBE, SBE = 42%)

I certify this information is true, correct, complete and active.

**Business Name:** Woolpert, Inc.

**Representative Name / Title:** K. Flint, Holbrook/Senior Vice President

**Date:** November 2, 2017

## EXHIBIT E - PROMPT PAYMENT AFFIDAVIT

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

Re: Payment Request No. _____

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

1. ____Subcontractors, 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 subcontractors 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 subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.

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

Attach a copy of the written approval from the Department of _____.

_____
Company Name

_____
Signature

_____
Print Name

Date: _____

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

_____
Notary Public

# City of Columbia

## SD8450: Stormwater CIP Program Management Progress

December 14th, 2021

Columbia Water

Drinking Water • Wastewater • Stormwater

# Stormwater Program Management Scope of Services

**Part 1: Capital Improvement Project (CIP) Services**

Task 1 - Project Identification / Prioritization
Task 2 - Concept Plan Development
Task 3 - Construction Plan Review and Approval
- *Project Plans*
- *Identify LID/GI opportunities*
- *Calculating Pollutant Trapping Efficiencies*
- *Value Engineering*
- *Compliance with City's Design Standards*
- *Constructability Review*

Task 4 - Project Permitting
Task 5 - Construction Administration / Inspections / Project Closeout
- Bid Phase Services
- Construction Administration Services

Task 6 - Maintenance Easement Review and Acquisition Services
Task 7 - Project Management / Other

**Part 2: Asset Management Program Services**

Task 1 - Goal Setting
Task 2 - Asset Criticality
- *Probability of Failure*
- *Consequence of Failure*
- *Criticality Analysis*

Task 3 - Inventory Assessment
Task 4 - Policy Development
- *Asset Management, Extents of Service, and Levels of Service Policy*

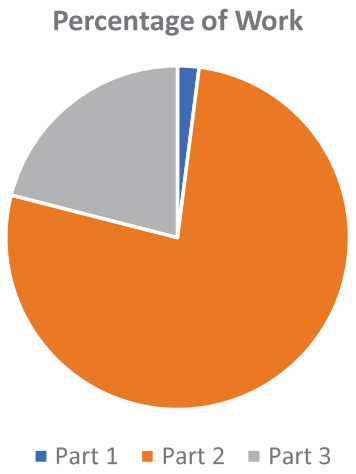
Task 5 - Strategy Documents
- *Data Management Strategy, Life Cycle Analysis Strategy*

Task 6 - Field Data Collection Procedures
- *Stormwater Inventory Assessment and Geodatabase Recommendations*
- *Inventory Pilot Data Collection for Man-made Systems*
- *Inventory Pilot Data Collection for Natural Systems*
- *Field Data Collection and Data Management Training*

Task 7 - Condition Assessment
Task 8 - Asset Management Plan
Task 9 - Project Management / Other

**Part 3: Program Management and Other Services**

Task 1 - Kickoff Meeting and Program Plan Development
Task 2 - Public / Private Project (P3) Services
Task 3 - Public Outreach Services
Task 4 - Project Administration
Task 5 – Individual CIP Tasks



## Part 1: Stormwater CIP Support Services – Current Project Phase

| Project | Phase | | | | |
|---|---|---|---|---|---|
| | Prioritize & Select | Design & Permitting | Construction | Operate & Maintain | On Hold |
| Taylor & Washington | Flooding solution under review | | | | |
| Gregg & Gervais Phase II | Flooding solution under review | | | | |
| Belvedere Stream Stabilization | | Conceptual design by City complete | | | |
| Whaley at Railroad Crossing Upgrade | | Design in progress | | | |
| Whaley & Main Stream Crossing Upgrade | | Design in progress | | | |
| Rocky Branch Stream Restoration A | | 0% (Moving to design currently) | | | |
| Penn Branch Stream Stabilization | | 100% (Moving to procurement soon) | Emergency Repair 1 & 2 | | |
| Eightmile Branch | | 0% (Moving to design currently) | | | |
| LID-40 – Allen Benedict Bioretention | | 100% (Moving to procurement soon) | | | |
| Upper Wildcat Creek Drainage Improvements | | 90% (Final plan set in progress) | | | |
| Queen Street Stormwater Improvements | | 90% (Finalizing detention pond footprint) | | | |
| Millwood Detention | | 90% (Finalizing detention pond footprint) | | | |
| Shandon Phase II Stormwater Improvements | | Design in progress | | | |
| North Tanglewood Stormwater Improvements | | 0% (Moving to design currently) | | | |
| Randall Avenue Storm Drainage Improvements | | Design by City in progress | | | |
| Harlem Heights Stormwater Improvements | | | Initial project construction nearly complete. Sampson Ave – easement acquisition | | |
| MLK Park Detention, Devils Ditch Improvements, Gills Creek Debris Removal, Earlewood Park Stream Restoration and Bioretention, Catawba Street Stormwater Improvements, Saluda Avenue Outfall Wall Repair, Storm Drainage Improvements at Public Works, Wallace Street Stormwater Improvements | | | | • | |
| Sumter & Marion Bioretention Bumpouts, Rocky Branch Stream Restoration B | | | | | • |
| **TOTALS:** | **3** | **12** | **1** | **8** | **2** |

# Part 2: Asset Management Program Services – Watershed Criticality Analysis

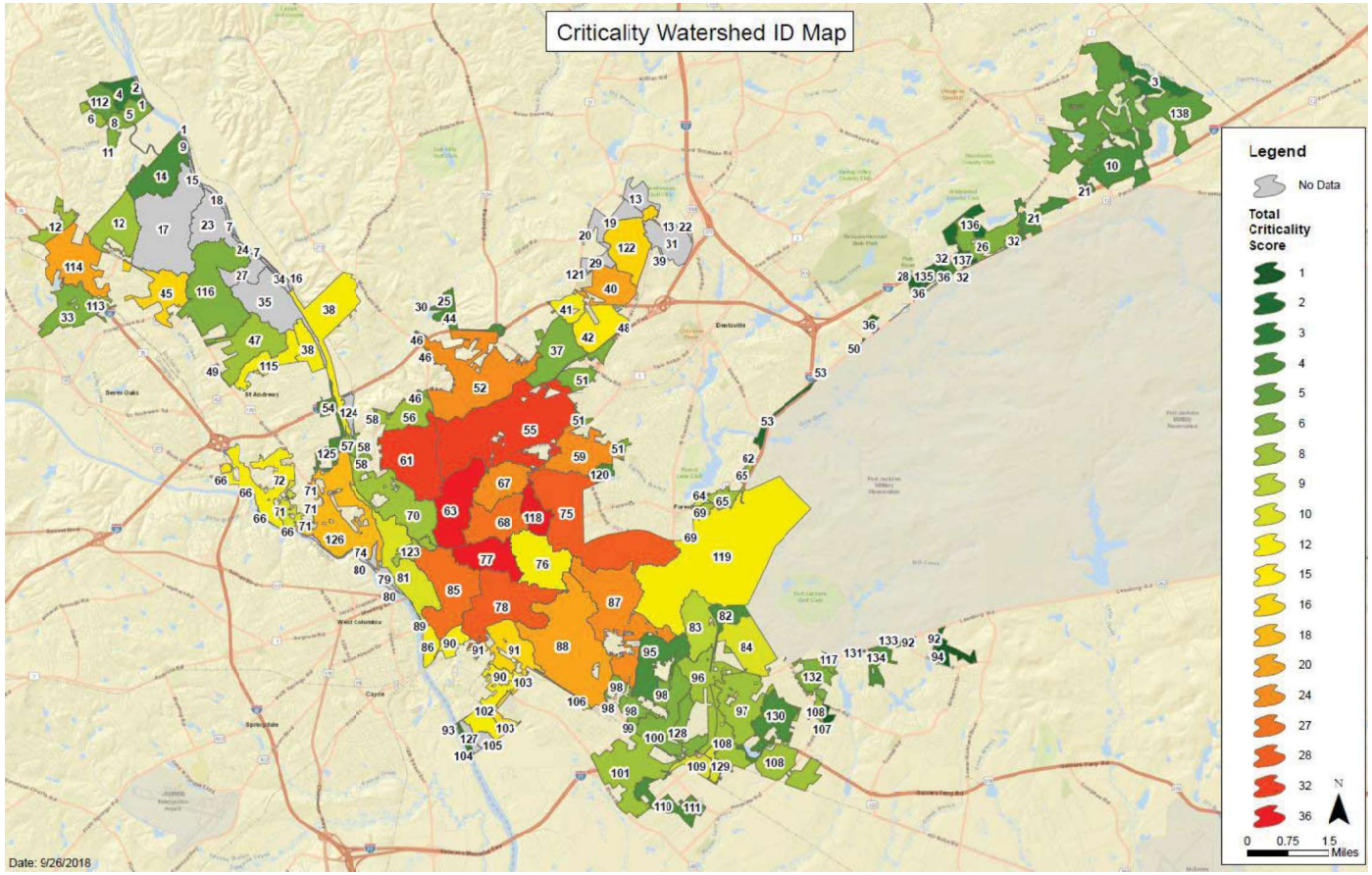
## Highlights

- Criticality analysis performed City-wide
  - Prioritizes critical watersheds
- To prioritize critical watersheds for targeted asset management tasks
  - Used Consequence of Failure (COF) and Likelihood of Failure (LOF) variables
- Provides a schedule for performing system inventory, condition assessment, operation/maintenance activities, and prioritize future CIPs

## Next Steps

- Use condition assessment data to perform asset level criticality analysis

The higher the score, the more critical the watershed



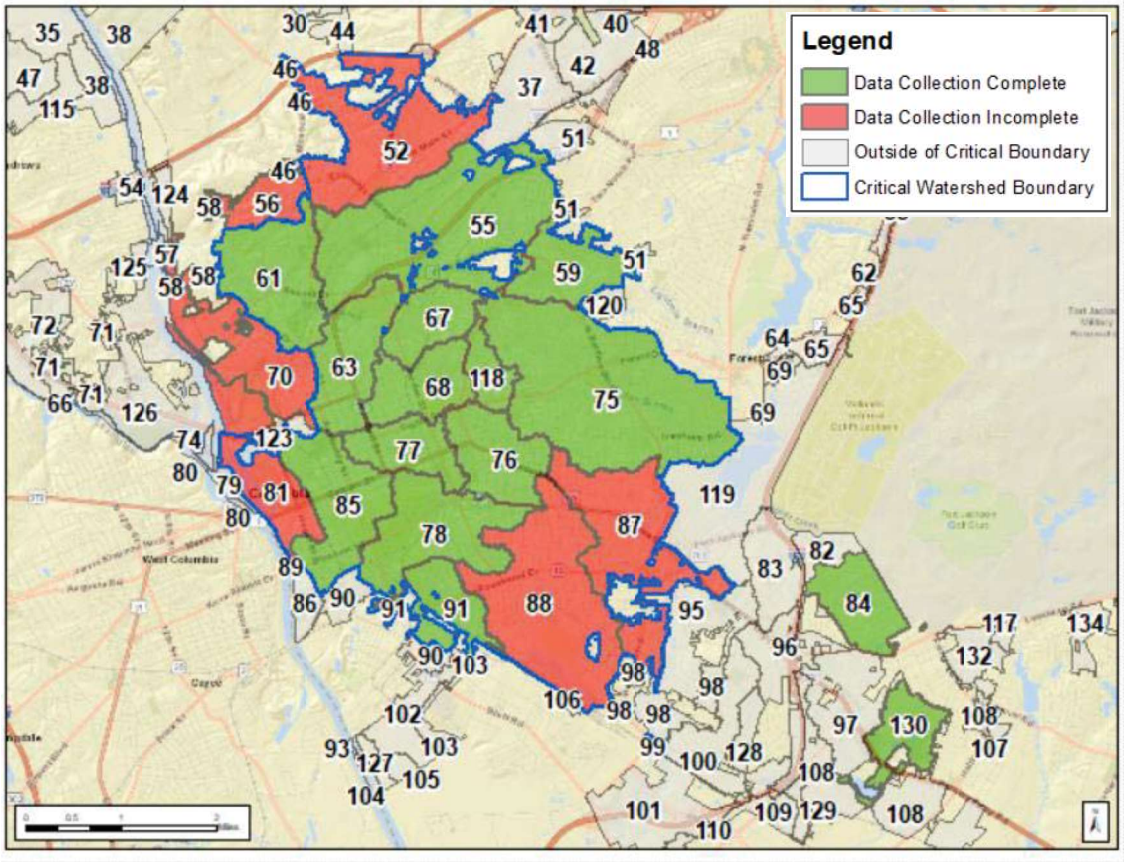
# Part 2: Asset Management Program Services - Stormwater System Inventory

## Data Collection Progress

| Watershed Data Collection Status | |
|---|---|
| Watersheds for Data Collection | 24 |
| Data Collection Completed | 14 |
| Watersheds Integrated into City GIS | 11 |

| Stormwater Structures Collected to Date | |
|---|---|
| Stormwater pipes (count) | 13,892 |
| Stormwater pipes (miles) | 209 |
| Stormwater structures | 16,177 |

## Map of Stormwater Inventory Progress

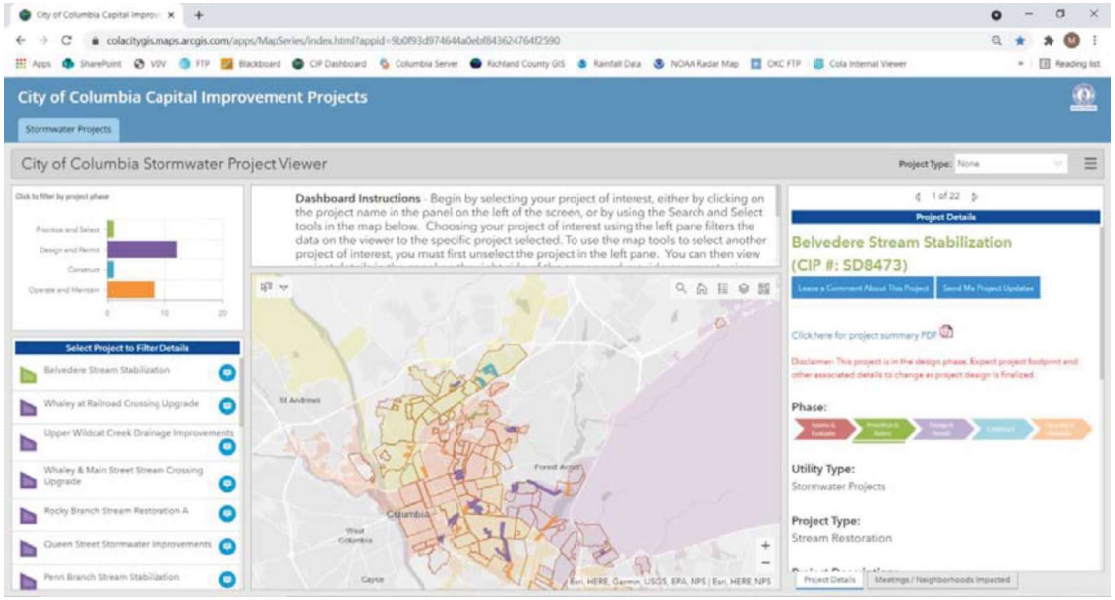


# Part 3: Program Management and Other Services – Public Outreach

## Public Outreach Metrics

| | |
|---|---|
| Number of public outreach meetings held (2018 – present) | 14 |
| Number of flyers sent out to public | 5 |
| Number of public meetings planned for 2022 | 7 |

## GIS Stormwater Project Dashboard




- GIS Dashboard is hosted and maintained by Woolpert
- Will be transitioned to City maintenance

LID-40 Project Mailer (Sent August 31, 2021)

Shandon Phase II Public Meeting (September 30, 2021)

# Part 3: Program Management and Other Services – Public Outreach - 2020-2022

| | Rocky Branch Stream Restoration A | Penn Branch Stream Stabilization | Upper Wildcat Creek Drainage Improvements | Queen Street Stormwater Improvements | Shandon Phase II Stormwater Improvements | Harlem Heights Storm Drainage Improvements | LID-40 – Allen Benedict Bioretention | Belvedere Stream Stabilization | Eightmile Branch from Danfield to Chinaberry | North Tanglewood Stormwater Improvements | Randall Avenue Storm Drainage Improvements |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **In-person Meetings** | Stakeholder Meeting Anticipated for **SPRING 2022** | Meeting Anticipated for **SPRING 2022** | | Meeting Anticipated for **FALL 2022** | Public Meeting at MLK Park Gymnasium **September 30, 2021** | Public Meeting at Fairwold Park **July 26, 2021** | Meeting Anticipated for **SPRING 2022** | Meeting Anticipated for **SPRING 2022** | Meeting Anticipated for **EARLY 2022** | Meeting Anticipated for **EARLY 2022** | |
| **Virtual Meetings** | | | Yorkshire Virtual Public Meeting **September 14, 2020** | | | | | | | | |
| **Mailers** | | Public Outreach Mailer #1 **July 15, 2020**<br>Public Outreach Mailer #2 **March 29, 2021** | Mailer Anticipated for **FALL 2021** | Mailer Anticipated for **FALL 2021** | Public Outreach Mailer #1 **September 14, 2020**<br>Mailer Anticipated for **FALL 2022** | Public Outreach Mailer #1 **August 25, 2020** | Public Outreach Mailer #1 **August 31, 2021** | | | | Mailer Anticipated for **FALL 2021** |

## Other Tasks

- SWMM Model Review (Smith Branch, Rocky Branch, LID40, MLK, Shandon Phase II, Queen Street, Upper Wildcat, Yorkshire)
- CIP Project Assistance - Various Tasks (Penn Branch, Belvedere, Harlem Heights, Millwood Detention, MLK Park, Shandon Phase II, Tanglewood, LID-40, Queen Street, Upper Wildcat, Yorkshire, Rocky Branch Stream Restoration, Belvedere, Sumter and Marion Bioretention)
- CIP Dashboard Development and Updates
- Asset Based Criticality Analysis
- Asset Management / Condition Assessment - Cutsheets for Jerry
- MS Project Scheduling and Updates
- Flood Reduction Statistics Work
- IDEAL Benefits Project Tracking Spreadsheet
- Various GIS Tasks - Data Management, Geodatabase Design, Map Making, Data Integration
- Annexation Cost Estimate and Related Tasks
- Grant Funding Application Assistance
- Gills Creek Debris Inventory
- CCTV Work Near Catawba Road
- SEP Related Work for CDM Smith
- Columbia Canal Inspection Coordination
- Stormwater Ordinance Review
- Lincoln and Gervais Street SW Cavern Investigation
- Traffic Control Coordination and Encroachment Permits
- Catch Basin Insert Research
- Survey Specifications Research
- APWA Award Application
- UAV SOP
- Green Roof Research
- Public Outreach Signage Development
- Other Miscellaneous Tasks

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-075**

*Granting an encroachment to the University of South Carolina for the use of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01*

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Barnwell Street for the installation and maintenance of a concrete sidewalk adjacent to 1307 Barnwell Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1300 block of Barnwell Street adjacent to 1307 Barnwell Street, Richland County TMS#11402-09-01, for the installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width three hundred eighty-one (381') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy Assistant City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-075

# 1300 BLOCK OF BARNWELL STREET
# ADJACENT TO 1307 BARNWELL STREET
# SIDEWALK

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to 1307 Barnwell Street |
| **Council District:** | 2 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of a sidewalk |
| **Applicant:** | University of South Carolina |
| **Staff Recommendation:** | Approval. |

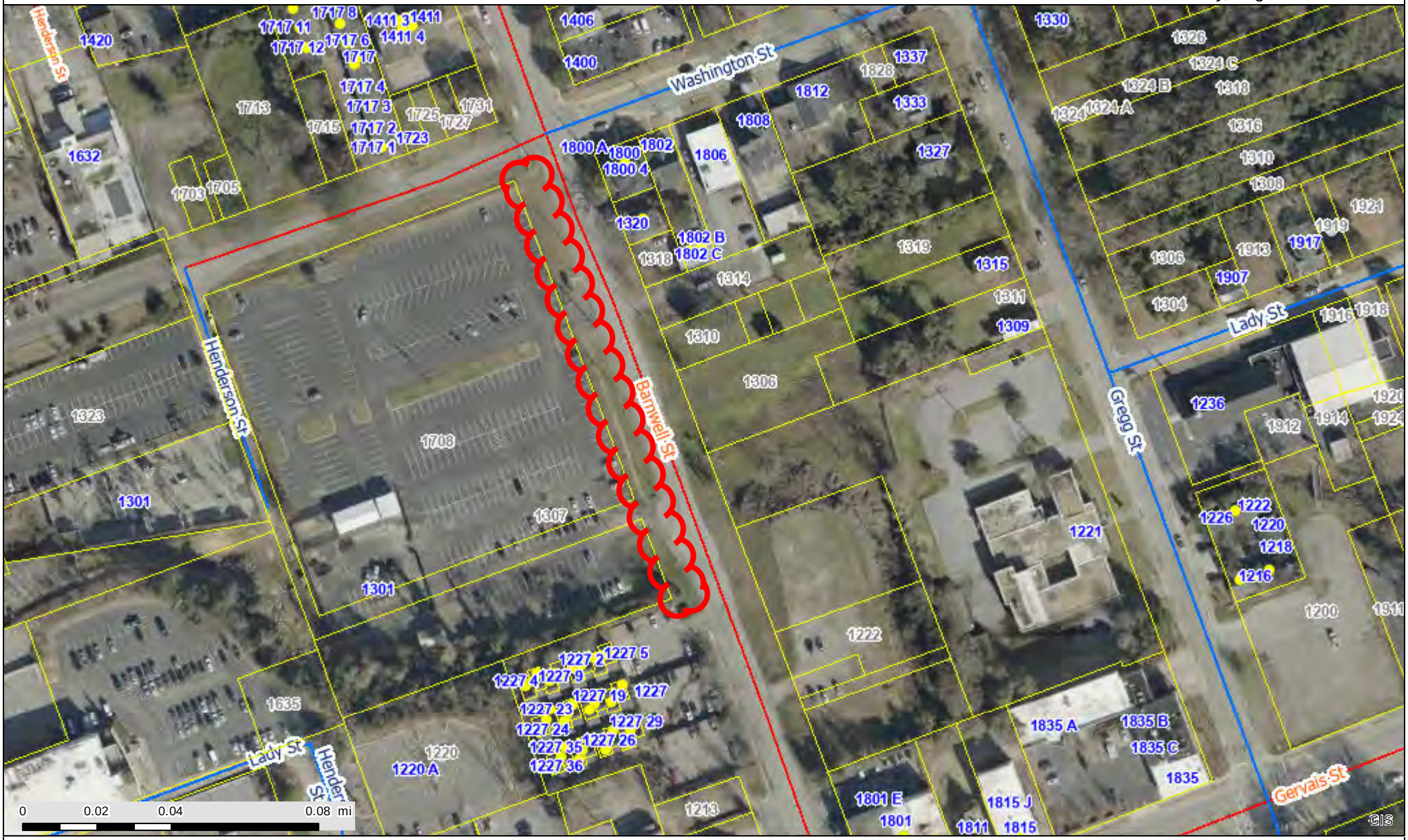
| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk measuring approximately five (5') feet in width three hundred eighty-one (381') feet in length, as shown on the attached drawings; and,<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street Division** | Recommend approval. |
| **Denny Daniels, Columbia Water Engineering** | Recommend approval. |

| | |
|---|---|
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |

# City of Columbia

## UofSC Sidewalks

Tuesday, August 3, 2021




CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia

There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department. A bond in the amount of $ 0.00 shall be posted with the City Treasurer prior to commencement of work authorized herein.

GENERAL SPECIFICATIONS

1. NOTICE PRIOR TO STARTING WORK: Before starting the work contemplated herein within the limits of the street right-of-way, City Engineer shall be notified sufficiently in advance so that he or his representative may be present while work is under way.

2. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the City of Columbia.

3. PROTECTION OF STREET TRAFFIC: Adequate provisions shall be made for the protection of the traffic at all times. Necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the traffic. The permittee agrees to observe all rules and regulations of the State, County, and City while carrying on the work contemplated herein and take all other precautions that circumstances warrant.

4. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the street. All work shall be subject to the supervision and satisfaction of the Engineering Department.

5. FUTURE MOVING OF ENCROACHMENT: If, in the opinion of the City, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of change in location of the street, widening of the street, or for any other sufficient reason, such moving or removing shall be done on demand of the City of Columbia at the expense of the permittee.

6. RESTORATION OF STREET FACILITIES UPON MOVING OR REMOVING OF ENCROACHMENT: If, and when, the encroachment contemplated herein shall be moved or removed, either on the demand of the City or at the option of the permittee, the street and facilities shall immediately be restored to their original condition at the expense of the permittee.

7. COSTS: All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the permittee.

8. PERMITTEE: The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, successors and assigns.

9. PERMISSION OF ABUTTING PROPERTY OWNERS: It is distinctly understood that this permit does not in any wise grant or release any rights lawfully possessed by the abutting property owners. Any such right necessary shall be secured from said abutting property owners by the permittee.

10. PIPES, CONDUITS, ETC.: All piping placed within the paved area, both parallel and/or perpendicular to paving, shall be installed in accordance with Ordinance of City Council Relating to Installation of Utility Lines in City Streets.

a. Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing said pavement. No pavement shall be cut unless specifically authorized herein.

b. Tunnelling shall not be permitted except on major work and as may be specifically authorized herein.

c. No excavation shall be made nearer than three feet to the edge of the pavement on any hard surfaced road unless specifically authorized herein and all trenches or tunnels within the limits of the street right-of-way shall be backfilled, and thoroughly tamped in layers not greater than six inches in thickness.

d. The section of pipe, of service and other small pipes, under the street pavement and within a distance of two feet on either side shall be continuous and without joints.

e. Unless specifically authorized herein all pipes and conduits under the street shall be placed at approximately right angles to the center line of the street and at least two feet below the surface of the street.

f. Pipes and utilities paralleling the street shall be located at a distance beyond the edge of the street surfacing and at a depth as specifically stipulated herein.

Columbia Water
Drinking Water • Wastewater • Stormwater

# CITY OF COLUMBIA
# DEPARTMENT OF ENGINEERING
## APPLICATION FOR ENCROACHMENT PERMIT

**PERMIT #**
**DATE:**

**Name of Applicant:** University of South Carolina (c/o Pete Fisher)
**Email Address of Applicant:** PFisher@email.sc.edu
**Telephone Number of Applicant:** (803) 777-9675
**Mailing Address of Applicant:** 1300 Pickens Street, Columbia, SC 29208

*Project Reference:* Barnwell Lot Sidewalk Addition

The undersigned applicant hereby applies to the City of Columbia for permit for encroachment on Street Right-of-way as shown by sketch plan below. (Include description of work and method of execution proposed; attach additional sheets if necessary.)

SKETCH PLAN

The University of South Carolina is proposing the addition of sidewalk along the front of the Barnwell Lot. This will connect the bus stop to the existing sidewalk on Barnwell Street towards Gervais Street. The Barnwell Lot is located on Barnwell St, between Washington Street & Gervais Street in Columbia, SC 29201.

See Included Site Plan for Details

Peter L. Fisher
Signature of Applicant

ENCROACHMENT PERMIT

In compliance with your request and subject to all the provisions, terms, conditions and restrictions written herein, including Ordinance of City Council defining the Privileges of Use of Streets, and Ordinance Relating to Installation of Utility Lines in City Streets, and in accordance with regulations and specifications of the City of Columbia, you are Hereby Authorized and Permitted to:

**APPROVED BY** **DATE**

This permit shall not become operative until a written acceptance of same by permittee shall have been received by the City of Columbia and further shall become null and void unless the work contemplated herein shall have been completed prior to:_____.

The undersigned permittee accepts the permit herein granted and agrees to comply with all the provisions, terms, conditions and restrictions set out herein. The undersigned permittee does hereby further agree to assume, hold harmless and fully indemnify the City of Columbia from and against any claims, demands, actions, liens, judgments or any other liability of any nature whatsoever arising from, as a result of or caused by the installation, construction, maintenance, use, moving or removing the encroachment permitted herein or by reason of the past, present or future existence of the said encroachment by any person or entity, including but not limited to any act or failure to act or carelessness or negligence by the City of Columbia or its employees. These obligations are binding upon the undersigned permittee and the permittee's heirs, successors and assigns as the case may be and shall survive the expiration of the encroachment permit, if any.

SPECIAL PROVISIONS

(In case of conflict between Special Provisions and General Specifications, Special Provisions shall go

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SITE IMPROVEMENTS FOR

# BARNWELL LOT
# SIDEWALK ADDITION

LOCATED IN COLUMBIA, SC

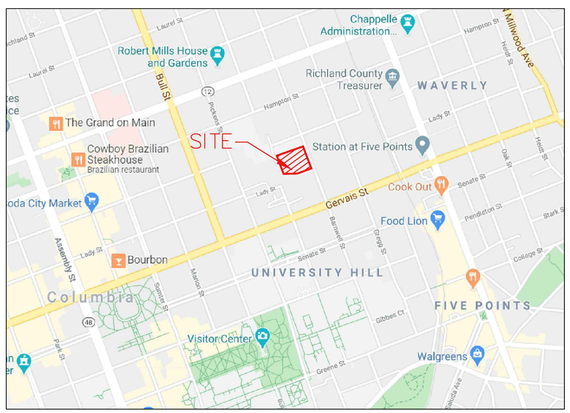
PREPARED FOR

## UNIVERSITY OF SOUTH CAROLINA

PREPARED BY

**4D ENGINEERING**

LOCATION MAP




SCALE: 1"=1,000'

DRAWING INDEX


C0 - COVER
C1 - EXISTING CONDITIONS & DEMOLITION PLAN
C2 - SITE LAYOUT PLAN
C3 - GRADING & STORM DRAINAGE PLAN
C4 - CONSTRUCTION DETAILS


3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-888-721-7877
Palmetto Utility Protection Service


**OWNER/DEVELOPER:**
**UNIVERSITY OF SOUTH CAROLINA**
1300 PICKENS STREET
COLUMBIA, SC 29208
(803) 777-9675
PFISHER@EMAIL.SC.EDU

**ENGINEER:**
**4D ENGINEERING LLC**
603 S LAKE DRIVE
LEXINGTON, SC 29072
(803) 356-0909
4DENGR@4DENGR.COM


**4D ENGINEERING**

"SUPERIOR COMPREHENSIVE ENGINEERING SOLUTIONS"

WWW.4DENGR.COM

CIVIL ENGINEERING

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 27381 CHARLES W. DEER LICENSED

REVISIONS

| # | DESCRIPTION | DATE |
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**4D ENGINEERING**
CIVIL ENGINEERING
WWW.4DENGR.COM

PROJECT
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

SCALE: NTS

PROJ NO: 20020

C0

JULY 27, 2021

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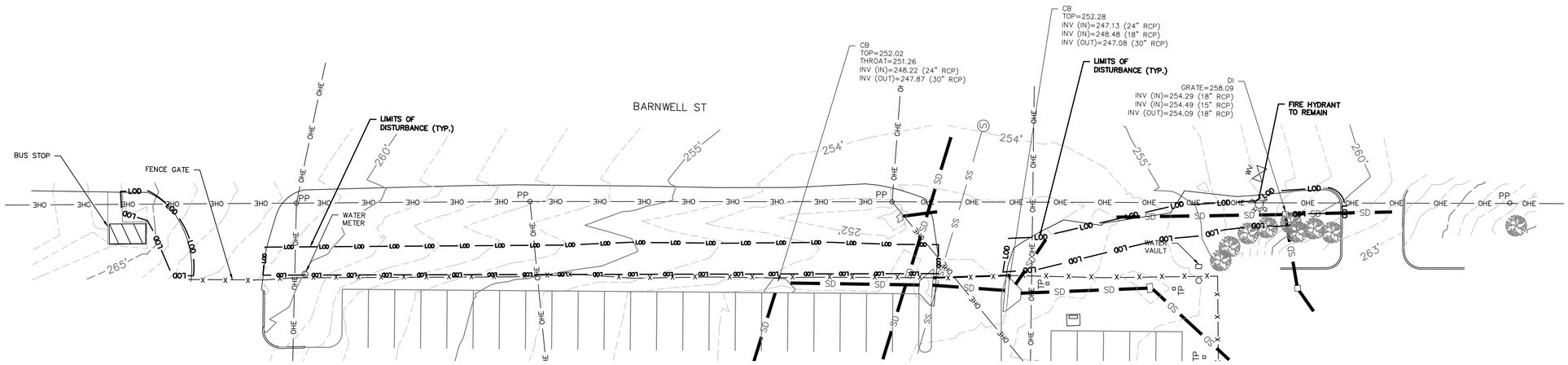
**SITE INFORMATION:**

1. DISTURBED AREA: 0.09 ACRES




3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-888-721-7877
Palmetto Utility Protection Service

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

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CIVIL ENGINEERING

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 27381 CHARLES W. HENRY P.E.

REVISIONS

| # | DESCRIPTION | DATE |
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SHEET
EXISTING CONDITIONS & DEMOLITION PLAN

PROJECT
BARNWELL LOT
SIDEWALK ADDITION
IN
COLUMBIA, SC

SCALE: 1"=20'

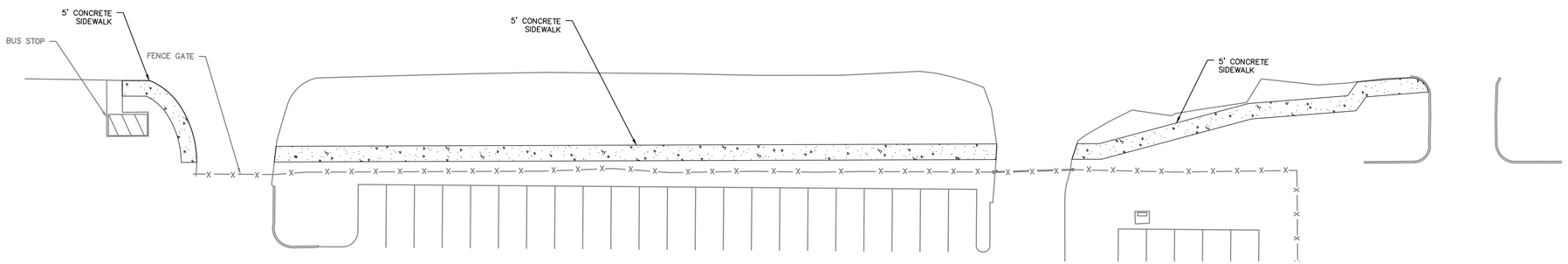
PROJ NO: 20020

C1

JULY 27, 2021

THIS DRAWING IS THE PROPERTY OF 4D ENGINEERING LLC AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE ACTUAL PROJECT SITE IDENTIFIED.

BARNWELL ST




3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-888-721-7877
Palmetto Utility Protection Service

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

4D ENGINEERING

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CIVIL ENGINEERING

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 27381 CHARLES W. DEER

REVISIONS

| # | DESCRIPTION | DATE |
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SHEET

SITE LAYOUT PLAN

PROJECT

BARNWELL LOT SIDEWALK ADDITION IN COLUMBIA, SC

SCALE: 1"=20'

PROJ NO: 20020

C2

JULY 27, 2021

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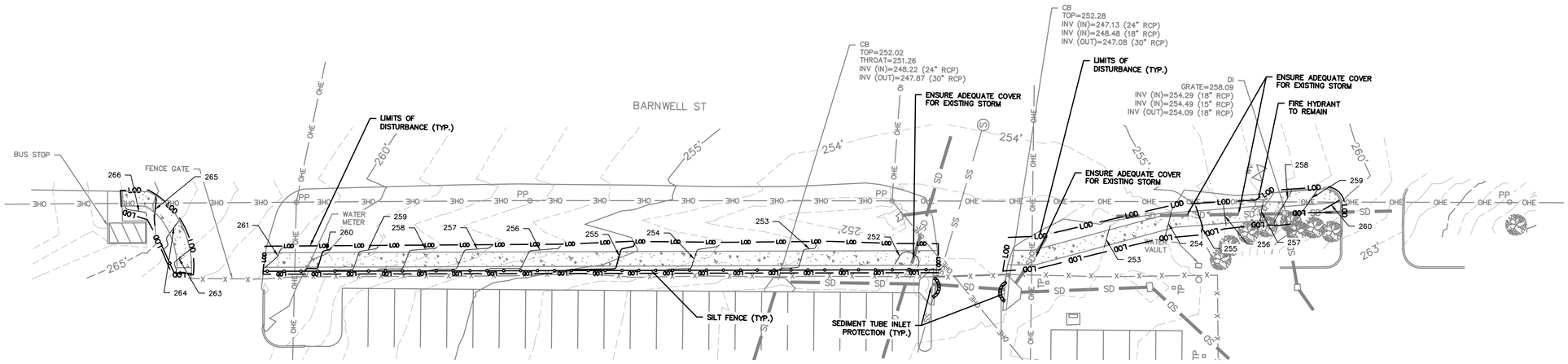


3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-888-721-7877
Palmetto Utility Protection Service

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

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CIVIL ENGINEERING

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 27381 CHARLES W. HENRY, P.E.

REVISIONS

| # | DESCRIPTION | DATE |
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SHEET

GRADING & STORM DRAINAGE PLAN

PROJECT

BARNWELL LOT SIDEWALK ADDITION IN COLUMBIA, SC

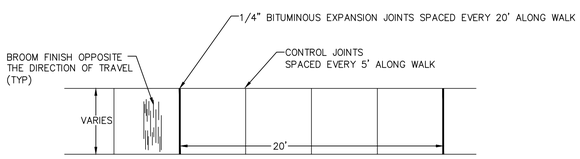
SCALE: 1"=20'

PROJ NO: 20020

C3

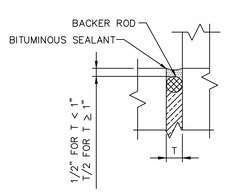
JULY 27, 2021

THIS DRAWING IS THE PROPERTY OF 4D ENGINEERING LLC AND SHALL NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE ACTUAL PROJECT SITE IDENTIFIED.



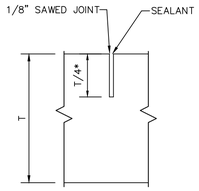

NOTES:
1. SLOPE SIDEWALKS AWAY FROM BUILDINGS AT 2% MAX CROSS SLOPE. MAXIMUM SLOPE ALONG SIDEWALK IS 5%.
2. PROVIDE 1/4" BITUMINOUS EXPANSION JOINTS BETWEEN EXISTING SIDEWALK.
3. DOUBLE SIZE OF EXPANSION JOINT WHEN ADJACENT TO A STRUCTURE.
4. SEE EXPANSION AND CONTROL JOINT DETAILS FOR ADDITIONAL REQUIREMENTS.

## SIDEWALK FINISHING DETAIL
NOT TO SCALE



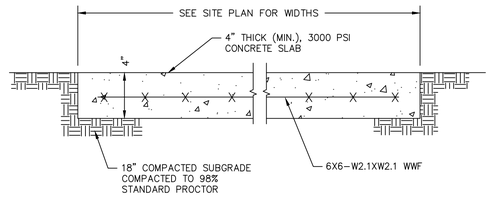

NOTES:
1. PROVIDE 1/4" BITUMINOUS EXPANSION JOINTS AS REQUIRED OR AS SHOWN ON PLANS AND 1/2" BITUMINOUS EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE PAVEMENT IS ADJACENT TO BUILDING SLAB.

## EXPANSION JOINT DETAIL
NOT TO SCALE



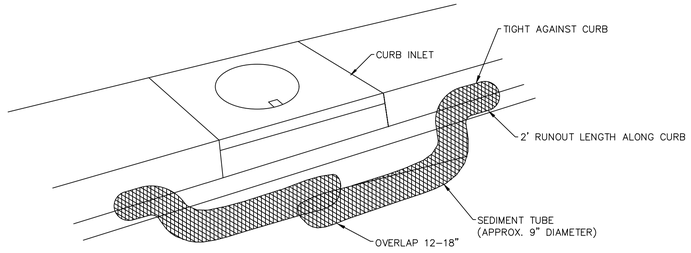

NOTES:
1. JOINTS SHALL BE EVERY 5' IN BOTH DIRECTIONS.
2. MINIMUM JOINT DEPTH = 1"

## CONTROL JOINT DETAIL
NOT TO SCALE



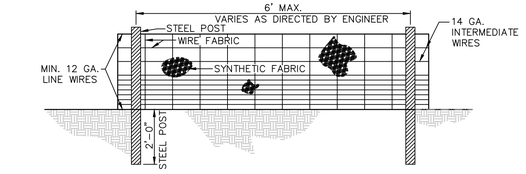

NOTE:
1. THICKEN CONCRETE SECTION TO 6" THICK FOR THE LAST 8" WHERE CONCRETE IS ADJACENT TO CURB LINE, BUILDING, OR EDGE OF PAVEMENT.

## CONCRETE SIDEWALK SECTION
NOT TO SCALE

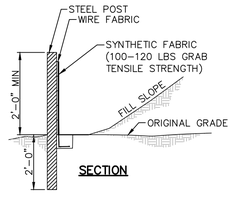



NOTES:
1. APPROVED SEDIMENT TUBES ARE 'TERRA TUBES' AND 'EROSION EEL'. CONTRACTOR SHALL SUBMIT ANY OTHER SEDIMENT TUBES TO ENGINEER FOR APPROVAL BEFORE USE.
2. PLACE AN ADEQUATE NUMBER OF SEDIMENT TUBES AROUND AN INLET TO PROVIDE COMPLETE PROTECTION. LEAVE APPROXIMATELY 3"-6" BETWEEN THE SEDIMENT TUBE AND THE INLET OR GRATE.
3. ENDS SHOULD OVERLAP 12-18 INCHES. SIDES SHOULD BE PRESSED TIGHTLY TO CURB.
4. USE SMALL ROCK BAGS TO HOLD TUBES IN PLACE IN PAVED AREAS. USE WOOD STAKES TO SECURE TUBES IN PLACE IN UNPAVED AREAS.
5. INSPECT INLET PROTECTION DEVICE BEFORE AND AFTER RAIN EVENTS, AND WEEKLY THROUGHOUT THE RAINY SEASON. DURING EXTENDED RAIN EVENTS, INSPECT AT LEAST ONCE EVERY 24 HOURS.
6. REMOVE AND PROPERLY DISPOSE OF ACCUMULATED SILT AND DEBRIS TO ALLOW FOR PROPER FUNCTION OF DEVICE.
7. COMPLY WITH ALL MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS.

## SEDIMENT TUBE INLET PROTECTION DETAIL
NOT TO SCALE




**ELEVATION**




**SECTION**

NOTES:
1. FENCE FABRIC SHALL BE A MINIMUM OF 24" IN WIDTH ABOVE GRADE AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. SYNTHETIC FABRIC SHALL BE FROM THE SCDOT APPROVED LIST OF MATERIALS.
3. STEEL POSTS SHALL BE 5'-0" IN HEIGHT AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
4. CONTRACTOR SHALL PERFORM INSPECTION AND MAINTENANCE OF SILT FENCES WEEKLY AND FOLLOWING ALL SIGNIFICANT RAINFALL EVENTS, INSURING FENCES ARE ERECT AND CLEAR, AND REPLACING ALL TORN FENCING.
5. SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT ACCUMULATION REACHES 1/3 THE HEIGHT OF THE FENCE.
6. FOR DOUBLE ROW SILT FENCE SPACE ADJACENT FENCES 3 FT. APART SO THAT SEDIMENT CAN BE REMOVED FROM BETWEEN THE FENCES.

## SILT FENCE WITH WIRE FABRIC DETAIL
NOT TO SCALE

4D ENGINEERING
"SUPERIOR COMPREHENSIVE ENGINEERING SOLUTIONS"
WWW.4DENGR.COM
CIVIL ENGINEERING

SOUTH CAROLINA 4D ENGINEERING LLC NO 4701 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA LICENSED PROFESSIONAL No. 27381 CHARLES W. KEEP

REVISIONS

| # | DESCRIPTION | DATE |
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SHEET: CONSTRUCTION DETAILS

PROJECT: BARNWELL LOT SIDEWALK ADDITION IN COLUMBIA, SC

SCALE: NTS

PROJ NO: 20020

C4

JULY 27, 2021

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-076**

*Granting an encroachment to Columbia Student Property Owner, LLC for the use of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, Richland County TMS#09013-03-06*

WHEREAS, Columbia Student Property Owner, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1400 block of Assembly Street and the 1000 block of Washington Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to its building under construction at 1401 Assembly Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1400 block of Assembly Street and the 1000 block of Washington Street adjacent to 1401 Assembly Street, Richland County TMS#09013-03-06, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width four hundred fifty-six (456') feet in length, six (6) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping, and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. The six on-street parking spaces located in the Washington Street right-of-way are public spaces and may be metered.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-076

## 1400 BLOCK OF ASSEMBLY STREET, 1000 BLOCK OF WASHINGTON STREET ADJACENT TO 1401 ASSEMBLY STREET SIDEWALKS, LANDSCAPING, IRRIGATION, AND PARKING

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to 1401 Assembly Street |
| **Council District:** | 2 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, irrigation and parking. |
| **Applicant:** | Columbia Student Property Owner, LLC |
| **Staff Recommendation:** | Approval. |

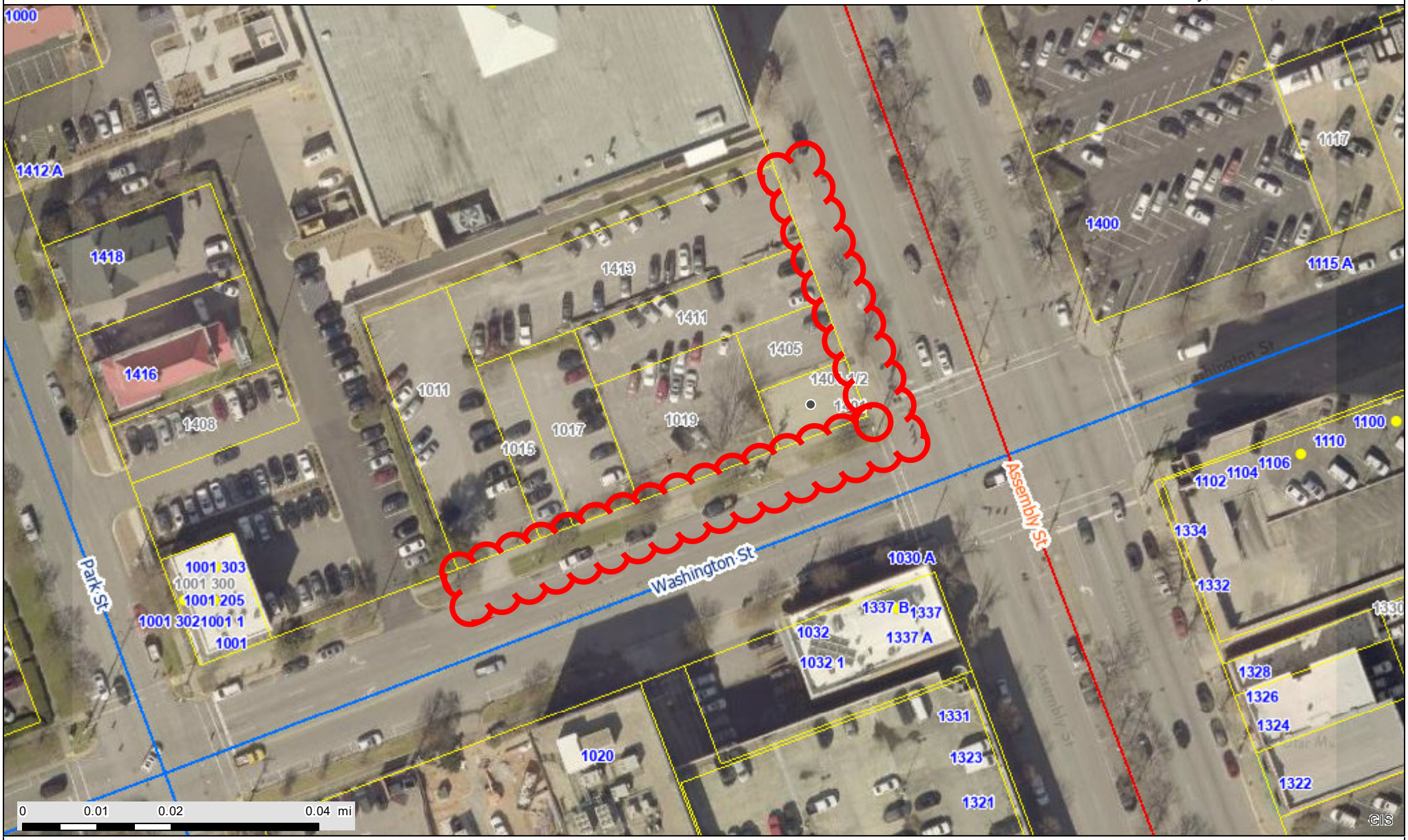
| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width four hundred fifty-six (456') feet in length, six (6) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping, and irrigation , as shown on the attached drawings; and,<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.<br>8. The six on-street parking spaces located in the Washington Street right-of-way are public spaces and may be metered. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street Division** | Recommend approval. |
| **Denny Daniels, Columbia Water Engineering** | Recommend approval. |

| | |
|---|---|
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |
| **Tori Salvant, Parking Services** | Recommend approval. |

# City of Columbia

## The edge encroachment

Friday, June 4, 2021




CITY OF COLUMBIA GIS DATA DISCLAIMER

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# REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 6/3/2021 Property Owner: CRG Acquisition LLC

Applicant's Name if different from Property Owner: Same

Contact Information: Telephone Number: (312)216-5688 Fax Number: _____

Mailing address: 1401 Assembly St. E-mail address: smithjj@realcrg.com

Business Name/Development Name for Encroachment:

**Encroachment type:** ___Wall ___ Fence ___Columns ___ Steps ___ Irrigation System _X_ Landscaping _X_ Driveway ____ Pavers _X_ Sidewalk/Walkway
Planters Awning X Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) 27'X19' concrete driveway access.

Construction material: heavy and light duty concrete, asphalt, Landscaping.

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

_____
Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

| CONTACT | DEPARTMENT | PHONE | FAX | E-MAIL |
|---|---|---|---|---|
| Johnathan Chambers | Development Services (Land Development) | 803-545-3333 | 803-343-8779 | jechambers@columbiasc.net |
| John Fellows | Development Services (Planning) | 803-545-3222 | 803-733-8647 | jsfellows@columbiasc.net |
| Brian Cook | Development Services (Zoning) | 803-545-3332 | 803-733-8647 | kbcook@columbiasc.net |
| Jerry Thompson | Development Services (Building Inspections) | 803-545-3420 | 803-733-8699 | jlthompson@columbiasc.net |
| Fanessa Pinckney | Development Services (Permits) | 803-545-3420 | 803-733-8699 | fcpinckney@columbiasc.net |
| Amy Moore | Development Services (Historic Preservation) | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net |
| Robert Harkins | Development Services (Plans Review) | 803-545-3420 | 803-733-8647 | rlharkins@columbiasc.net |
| Denny Daniels | Utilities & Engineering (Construction Management) | 803-545-3400 | 803-988-8199 | jddaniels@columbiasc.net |
| Robert Anderson | Public Works (Administration) | 803-545-3780 | 803-733-8648 | raanderson@columbiasc.net |
| Robert Sweat | Public Works (Street Division) | 803-545-3790 | 803-545-3785 | rgsweatt@columbiasc.net |
| David Brewer | Public Works (Traffic Engineering) | 803-545-3850 | 803-733-8648 | ddbrewer@columbiasc.net |
| Sara Hollar | Public Works (Forestry & Beautification) | 803-545-3860 | 803-733-8648 | sehollar@columbiasc.net |
| John Hooks | Public Works (Solid Waste) | 803-545-3800 | 803-733-8648 | jphooks@columbiasc.net |
| Chip Timmons | Risk Management | 803-733-8306 | 803-733-8245 | catimmons@columbiasc.net |
| David Koon | Fire Department | 803-545-3701 | 803-401-8839 | cfdgkoon@columbiasc.net |
| John David Spade | Parking Services | 803-545-3070 | 803-733-8523 | spade@columbiasc.net |

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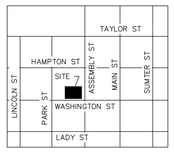


VICINITY MAP
SCALE 1"=1000'

# THE EDGE CSC

# CITY OF COLUMBIA, SC

## APRIL, 2021
## Project Number: 21-003

## INDEX OF DRAWINGS

**Civil**


**C1.1 OVERALL EXISTING CONDITIONS PLAN/SECURITY FENCING PLAN**
**C1.2 ENLARGED EXISTING CONDITIONS AND DEMOLITION PLAN**
**C1.3 POST DEMOLITION PLAN**
**C2.1 OVERALL STAKING PLAN**
**C2.2 ENLARGED STAKING PLAN - WASHINGTON STREET ENTRANCE**
**C3.1 OVERALL GRADING, DRAINAGE, AND UTILITY PLAN**
**C3.2 ENLARGED GRADING AND DRAINAGE PLAN**
**C3.3 ENLARGED UTILITY PLAN**
**C4.1 STORM DRAIN PROFILE**
**C5.1 SEDIMENT AND EROSION CONTROL PLAN**
**C6.1 DETAILS**
**C6.2 DETAILS**



7436 BROAD RIVER ROAD
SUITE 212
IRMO, SC 29063
803-781-3141
ADCENGINEERING.COM

ADC PROJECT # 21003

CLAYCO
THE ART & SCIENCE OF BUILDING
2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph: 314.429.5100 Fx: 314.429.3137

Lamar Johnson Collaborative
2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph:314.429.1010


SOUTH CAROLINA PROFESSIONAL ENGINEER
ADC ENGINEERING INC
No. 00253
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NO. 15010
ROBERT BRUCE COOK

04/15/2021

THE METROPOLITAN AT COLUMBIA
1401 ASSEMBLY STREET COLUMBIA, SOUTH CAROLINA 29201

DRAWING ISSUE

| DESCRIPTION | DATE |
|---|---|
| EXHIBIT | 06-03-2021 |

BUILDING MAP

DRAWING TITLE
COVER

DRAWING NO.
C0.0

Job # 19.0183

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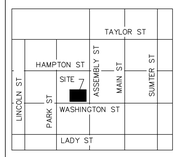
Jun 04, 2021 - 12:00pm S:\Projects\21003 The Edge\drawings\Civil\21003\21003-The Edge - plans.dwg

## LEGEND

| EXISTING | DESCRIPTION |
|---|---|
| | BENCHMARK/CONTROL POINT |
| | PROPERTY LINE |
| | BUILDING |
| | LIGHT POLE |
| | TREE |
| | BITUMINOUS SURFACE |
| | CONCRETE SURFACE |
| 309 | CONTOUR |
| x (309.50) | SPOT ELEVATION |
| x | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| UGE | UNDERGROUND ELECTRIC LINE w/LIGHT POLE |
| SS | SANITARY SEWER LINE w/MANHOLE |
| | SANITARY SEWER CLEANOUT |
| SD | STORM DRAIN LINE w/STRUCTURE |
| 1 | KEY NOTE REFERENCE |




VICINITY MAP
SCALE 1"=1000'

## UTILITY OWNER INFORMATION

**WATER / SEWER / STORM**
CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217
SCOTT ROGERS
803-545-3290

**ELECTRICAL**
DOMINION ENERGY SOUTH CAROLINA, INC.
220 OPERATION WAY
CAYCE, SC 29033
DANIEL HERNANDEZ
DANIEL.HERNANDEZ@SCANA.COM

**TELEPHONE**
AT&T
5530 FOREST DR #B
COLUMBIA, SC 29206
JASON MCNAUGHTON
260-802-1105

**TELEPHONE**
SPRINT COMMUNICATIONS
1500 HAMPTON ST
COLUMBIA, SC 29201
KEVIN COMALANDER
803-726-8318

## OWNER/ZONING/SITE INFORMATION 3

| ITEM | DESCRIPTION |
|---|---|
| TMS # | R09013-03-13 |
| OWNER | CRG ACQUISITION LLC |
| OWNER ADDRESS | 2199 INTERBELT BUSINESS CENTER DRIVE, ST LOUIS, MO 63114 |
| OWNER PHONE | 312-216-5688 |
| OWNER EMAIL | SMITHJJ@REALCRG.COM |
| ZONING | C-4 |
| SITE ADDRESS | 1401 ASSEMBLY STREET |
| TOTAL ACREAGE | 0.95 |
| DISTURBED ACREAGE | 0.95 |

## GENERAL NOTES

1. TOPOGRAPHIC SURVEY WAS COMPLETED BY SURVEY ONE, LLC ON 9/30/15, AND UPDATED ON 5/2/2016. NO BOUNDARY OR TOPOGRAPHIC SURVEY WAS PERFORMED BY ADC ENGINEERING. THE SURVEY HAS BEEN SUPPLEMENTED WITH PAST SURVEY SITE IMPROVEMENTS IMMEDIATELY SOUTH AND SOUTHEAST OF THE RICHLAND COUNTY PUBLIC LIBRARY MAIN BRANCH.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 45079C0243L, DATED 12/21/2017, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS.
4. THE CONTRACTOR SHALL NOTIFY PUPS AT 1-888-721-7877 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL UNDERGROUND UTILITIES LOCATED.

## KEY NOTES

1. SAWCUT AND REMOVE PAVEMENT TO ALLOW INSTALLATION OF NEW STORM DRAIN. COORDINATE WITH DRAWING C3.1 AND C3.2.
2. SAWCUT AND REMOVE CURB AND GUTTER AS NEEDED TO INSTALL NEW STORM DRAIN.

## GENERAL NOTES

1. EMERGENCY EXITS FROM ALL CAMPUS BUILDINGS MUST BE MAINTAINED WITH APPROPRIATE SIGNAGE. EMERGENCY EXITS MUST NEVER BE BLOCKED. A CLEAR EXIT PATHWAY MUST BE MAINTAINED AT ALL TIMES FROM EVERY EXIT DOOR DURING CONSTRUCTION. IF IT IS ABSOLUTELY NECESSARY TO BLOCK THESE AREAS IN ORDER TO DO SPECIFIC WORK, THE WORK MUST BE PERFORMED BEFORE OR AFTER NORMAL WORKING HOURS. IN ADDITION, STAFF A PERSON AT EACH OF THE AREAS FOR THE SPECIFIC PURPOSE OF DIRECTING TRAFFIC.
2. ALL EXISTING SECURITY AND FIRE ALARM SYSTEMS, WATER, SEWER, IRRIGATION LINES, STEAM PIPING, SPEAKER, ELECTRICAL, CABLE, AND DATA WIRING MUST BE MAINTAINED AT ALL TIMES. IF DAMAGED, IT MUST BE REPAIRED AND MADE OPERATIONAL BEFORE LEAVING FOR THE DAY. INFORM OWNER'S REPRESENTATIVE A MINIMUM OF 5 DAYS IN ADVANCE OF ANY KNOWN PERIODS WHERE SYSTEMS WILL BE INOPERABLE. ALL KNOWN DISRUPTIONS ARE TO BE SCHEDULED FOR TIMES BEFORE OR AFTER NORMAL WORKING HOURS.
3. PEDESTRIAN PROTECTION IS TO BE PROVIDED PER IBC TABLE 3306.1. SEE TABLE BELOW.
4. ADJUST SECURITY FENCE LOCATION AS NEEDED TO PROMOTE CONSTRUCTION. DO NOT BLOCK PEDESTRIAN OR VEHICULAR ACCESS.
5. PROVIDE ADEQUATE SIGNAGE TO DIRECT AND INFORM PEDESTRIAN TRAFFIC AT ALL TIMES.
6. PEDESTRIAN TRAFFIC SHALL BE PROTECTED BY A DIRECTIONAL BARRICADE, WHERE THE PEDESTRIAN WALKWAY EXTENDS INTO THE STREET. THE DIRECTIONAL BARRICADE SHALL BE OF SUFFICIENT SIZE AND CONSTRUCTION TO DIRECT VEHICULAR TRAFFIC AWAY FROM THE PEDESTRIAN PATH.
7. COMPLY WITH ALL CONSTRUCTION SAFEGUARD REQUIREMENTS OF IBC 2018, CHAPTER 33, LOCAL AHJ, AND SC OSE FOR THE ENTIRE DURATION OF THE PROJECT.

## PROTECTION OF PEDESTRIANS

| HEIGHT OF CONSTRUCTION | DISTANCE FROM CONSTRUCTION TO LOT LINE | TYPE OF PROTECTION REQUIRED |
|---|---|---|
| 8 FEET OR LESS | LESS THAN 5 FEET | CONSTRUCTION RAILINGS |
| | 5 FEET OR MORE | NONE |
| MORE THAN 8 FEET | LESS THAN 5 FEET | BARRIER AND COVERED WALKWAY |
| | 5 FEET OR MORE, BUT NOT MORE THAN ONE-FOURTH THE HEIGHT OF CONSTRUCTION | BARRIER AND COVERED WALKWAY |
| | 5 FEET OR MORE, BUT BETWEEN ONE-FOURTH AND ONE-HALF THE HEIGHT OF CONSTRUCTION | BARRIER |
| | 5 FEET OR MORE, BUT EXCEEDING ONE-HALF THE HEIGHT OF CONSTRUCTION | NONE |

## VEHICULAR AND PEDESTRIAN CONTROL NOTES

1. THE CONTRACTOR SHALL CONTACT THE CITY OF COLUMBIA POLICE DEPARTMENT – TRAFFIC CONTROL DIVISION PRIOR TO BEGINNING DEMOLITION. CONTACT THOMAS GOINS (803-545-3790)

## KEY NOTES

1. INSTALL SECURITY FENCE 2' FROM RETAINING WALL (NORTH FACE). COORDINATE WITH LIBRARY ON CONTINUOUS PEDESTRIAN ACCESS.




1 C1.1 EXISTING CONDITIONS PLAN 1"=20'




2 C1.1 SECURITY FENCING PLAN 1"=30'

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ADC PROJECT # 21003

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ADC ENGINEERING INC.
No. 00253

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 13310
ROBERT BRUCE STANLEY
OF AUTHORIZATION
06/30/2021

NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

| DRAWING ISSUE | |
|---|---|
| DESCRIPTION | DATE |
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN / SECURITY FENCING PLAN

DRAWING NO.
C1.1

Job # 25.002264.000

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6/18/2021 2:12:55 PM

## LEGEND

| DEMOLITION | EXISTING | DESCRIPTION |
|---|---|---|
| N/A | | BENCHMARK/CONTROL POINT |
| N/A | | PROPERTY LINE/RIGHT OF WAY |
| N/A | | BUILDING/RETAINING WALL |
| N/A | | SECURITY LIGHT |
| | | TREE |
| | | BITUMINOUS SURFACE |
| | | CONCRETE SURFACE |
| N/A | 290 | CONTOUR |
| N/A | × (290.50) | SPOT ELEVATION |
| N/A | WV | WATER VALVE |
| N/A | UGE | UNDERGROUND ELECTRIC LINE w/LIGHT POLE |
| N/A | SS | SANITARY SEWER LINE w/MANHOLE |
| N/A | SS | SANITARY SEWER CLEANOUT |
| N/A | SD | STORM DRAIN LINE w/STRUCTURE |
| N/A | | BOLLARD |
| (1) | N/A | KEY NOTE REFERENCE |

## GENERAL NOTES

1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES AND INFORMATION.
2. SEE SHEET C1.1 FOR PROPERTY OWNER AND BOUNDARY INFORMATION.
3. THE CONTRACTOR SHALL CONTACT THE CITY OF COLUMBIA POLICE DEPARTMENT – TRAFFIC CONTROL DIVISION PRIOR TO BEGINNING DEMOLITION. CONTACT THOMAS GOINS (803-545-3790).
4. IF EXISTING WATER METERS ARE LOCATED DURING DEMOLITION, CONTACT THE CITY OF COLUMBIA CUSTOMER SERVICE DEPARTMENT AT 803-545-3300 TO HAVE METER REMOVED AND LINE CAPPED.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

## VEHICULAR AND PEDESTRIAN CONTROL NOTES

1. THE CONTRACTOR SHALL CONTACT THE CITY OF COLUMBIA POLICE DEPARTMENT – TRAFFIC CONTROL DIVISION PRIOR TO BEGINNING DEMOLITION. CONTACT THOMAS GOINS (803-545-3790)

## KEY NOTES

1. SAWCUT AND REMOVE EXISTING CURB AND GUTTER WHERE INDICATED ALONG ASSEMBLY AND WASHINGTON STREET. REMOVE AND REPLACE NEAR END OF CONSTRUCTION.
2. SAWCUT AND REMOVE EXISTING SIDEWALK AT PROJECTED PROPERTY LINE.
3. SAWCUT AND REMOVE EXISTING SIDEWALK AT PROJECTED RETAINING WALL.
4. SIGN TO REMAIN.
5. COORDINATE WITH ELECTRICAL ENGINEERING PLANS ON REMOVAL OF OVERHEAD SERVICE LINES AND POLES.
6. REMOVE CONCRETE SIDEWALK TO BACK OF CURB.
7. ADJUST EXISTING VALVE PITS AND UTILITY BOXES AS NEEDED AFTER REMOVAL OF PAVEMENT (TYP.).
8. REMOVE CONCRETE RETAINING WALL AND FOOTING AS INDICATED. REMOVE CLEANLY ALONG EXISTING CONCRETE SIDEWALK. NOTIFY OWNER PRIOR TO REMOVAL (STEVE SULLIVAN 803-622-5314)
9. COORDINATE WITH CITY OF COLUMBIA PARKING SERVICES (803-545-3300) FOR BAGGING/REMOVAL/RELOCATION OF PARKING METERS AND SIGNS.
10. REMOVE VEGETATION, SOIL, AND WALLS DOWN TO NEW ELEVATIONS. COORDINATE WITH LANDSCAPE PLANS.
11. ADJUST ELEVATION OF EXISTING STORM DRAIN STRUCTURE TO ACCOMMODATE NEW GRADES.
12. REMOVE CONCRETE ENTRANCE TO DRIVEWAY.
13. COORDINATE WITH DOMINION ENERGY ON LOWERING / RELOCATING GAS LINE AS NEEDED TO PROMOTE CONSTRUCTION. COORDINATE WITH DRAWING C3.1 AND C3.2.
14. REMOVE CURB AND GUTTER AT END OF ISLAND FROM TANGENT TO TANGENT. REMOVE ASPHALT PAVEMENT TO ALLOW INSTALLATION OF EXTENDED ISLAND AND "PEDESTRIAN SAFE ZONE". COORDINATE WITH DRAWING C2.2.
15. CUT AND PATCH ROADWAY FOR INSTALLATION OF NEW STORM DRAIN. COORDINATE WITH DRAWING C3.1 AND C3.2.
16. CUT AND PATCH ROADWAY FOR INSTALLATION OF NEW 8" WATERLINE. COORDINATE WITH DRAWING C3.1 AND C3.2.
17. CUT AND PATCH ROADWAY FOR INSTALLATION OF NEW 8" SEWER LINE. COORDINATE WITH DRAWING C3.1 AND C3.2.
18. COORDINATE WITH OWNER FOR RELOCATION/ADJUSTMENT OF FIBER OPTIC LINE AS NEEDED TO PROMOTE CONSTRUCTION.
19. CUT AND PATCH ROADWAY FOR INSTALLATION OF NEW SEWER LINE. COORDINATE WITH DRAWING C3.1 AND C3.2.
20. REMOVE TRENCH DRAIN AND 6" DRAIN LINES TO JUNCTION BOX. PLUG OPENINGS IN STRUCTURE.
21. SAWCUT CONCRETE SIDEWALK ALONG PROJECTED EDGE.
22. REMOVE SIDEWALK TO EDGE OF CONCRETE BAND.
23. REPLACE/REPAIR EXISTING CONCRETE.

## LAND DISTURBANCE NOTES

1. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION UNTIL THE PRE-CONSTRUCTION MEETING IS HELD WITH THE LOCAL INSPECTOR, ENGINEER, AND SUB-CONTRACTORS WHO WILL BE ASSOCIATED WITH LAND-DISTURBING ACTIVITIES.
2. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION UNTIL ALL APPLICABLE CO-PERMITTEE AND NON-CO-PERMITTEE CERTIFICATIONS HAVE BEEN SIGNED IN THE SWPPP MANUAL TO BE PROVIDED BY THE ENGINEER.
3. THE CONTRACTOR SHALL NOTIFY THE DHEC INSPECTOR AT LEAST TEN (10) DAYS PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES. REFER TO THE APPROVED NOI PERMIT.

## DEMOLITION NOTES

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

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NO. 15310
ROBERT BRUCE
06/30/2021

NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

| DRAWING ISSUE | |
|---|---|
| DESCRIPTION | DATE |
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
ENLARGED EXISTING CONDITIONS AND DEMOLITION PLAN

DRAWING NO.
C1.2

Job # 25.002264.000

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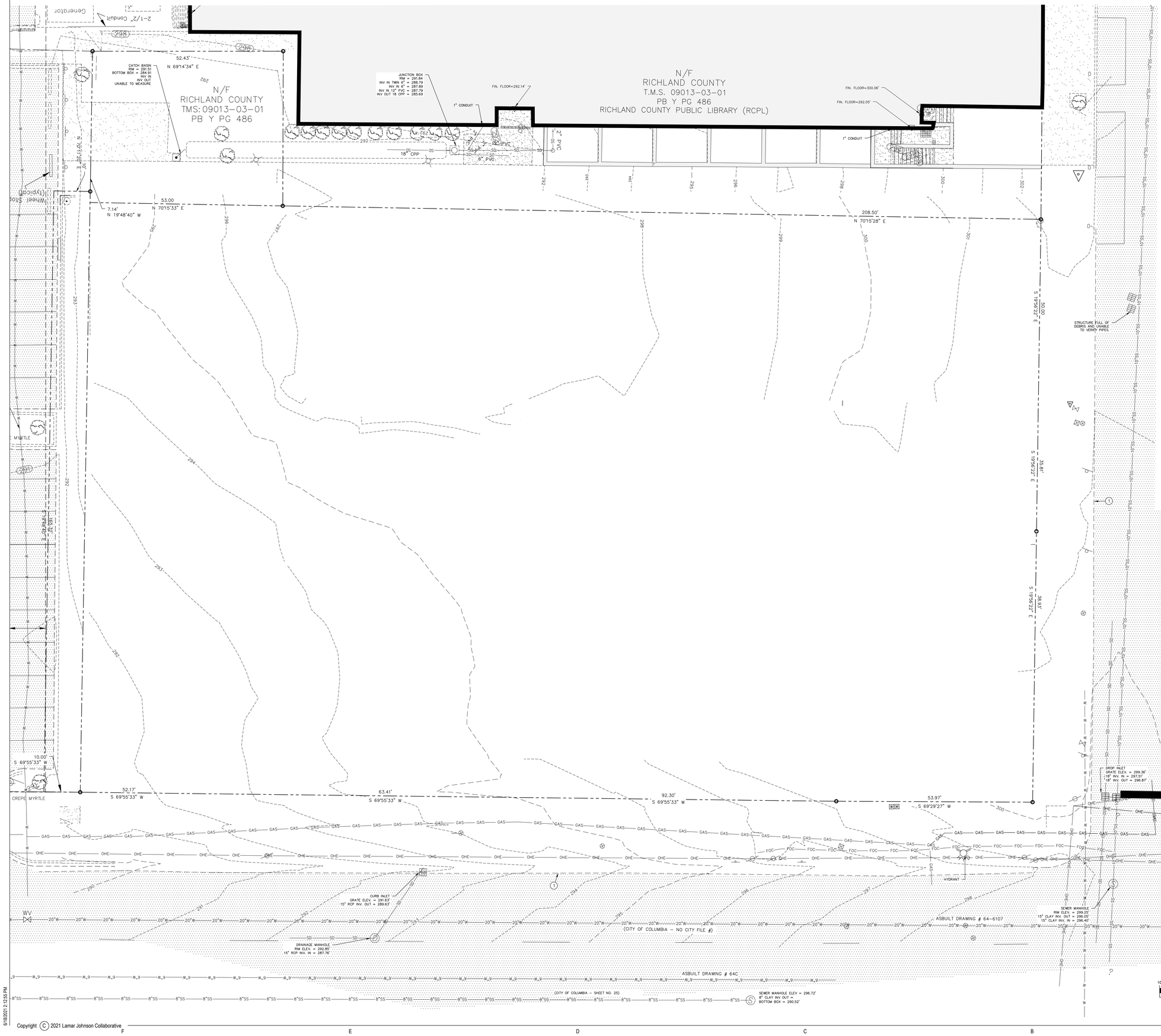


## LEGEND

| EXISTING | DESCRIPTION |
|---|---|
| | BENCHMARK/CONTROL POINT |
| | PROPERTY LINE |
| | BUILDING |
| | LIGHT POLE |
| | TREE |
| | BITUMINOUS SURFACE |
| | CONCRETE SURFACE |
| 309 | CONTOUR |
| × (309.50) | SPOT ELEVATION |
| x | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| UGE | UNDERGROUND ELECTRIC LINE w/LIGHT POLE |
| SS | SANITARY SEWER LINE w/MANHOLE |
| | SANITARY SEWER CLEANOUT |
| SD | STORM DRAIN LINE w/STRUCTURE |
| 1 | KEY NOTE REFERENCE |

## KEY NOTES

1. CURB AND GUTTER ALONG PROPERTY TO BE REMOVED AND REPLACED AT END OF CONSTRUCTION. COORDINATE WITH DRAWING C1.2.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

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STUART
06/30/2021

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# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

| DRAWING ISSUE | |
|---|---|
| DESCRIPTION | DATE |
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
POST DEMOLITION PLAN

DRAWING NO.
C1.3

Job # 25.002264.000

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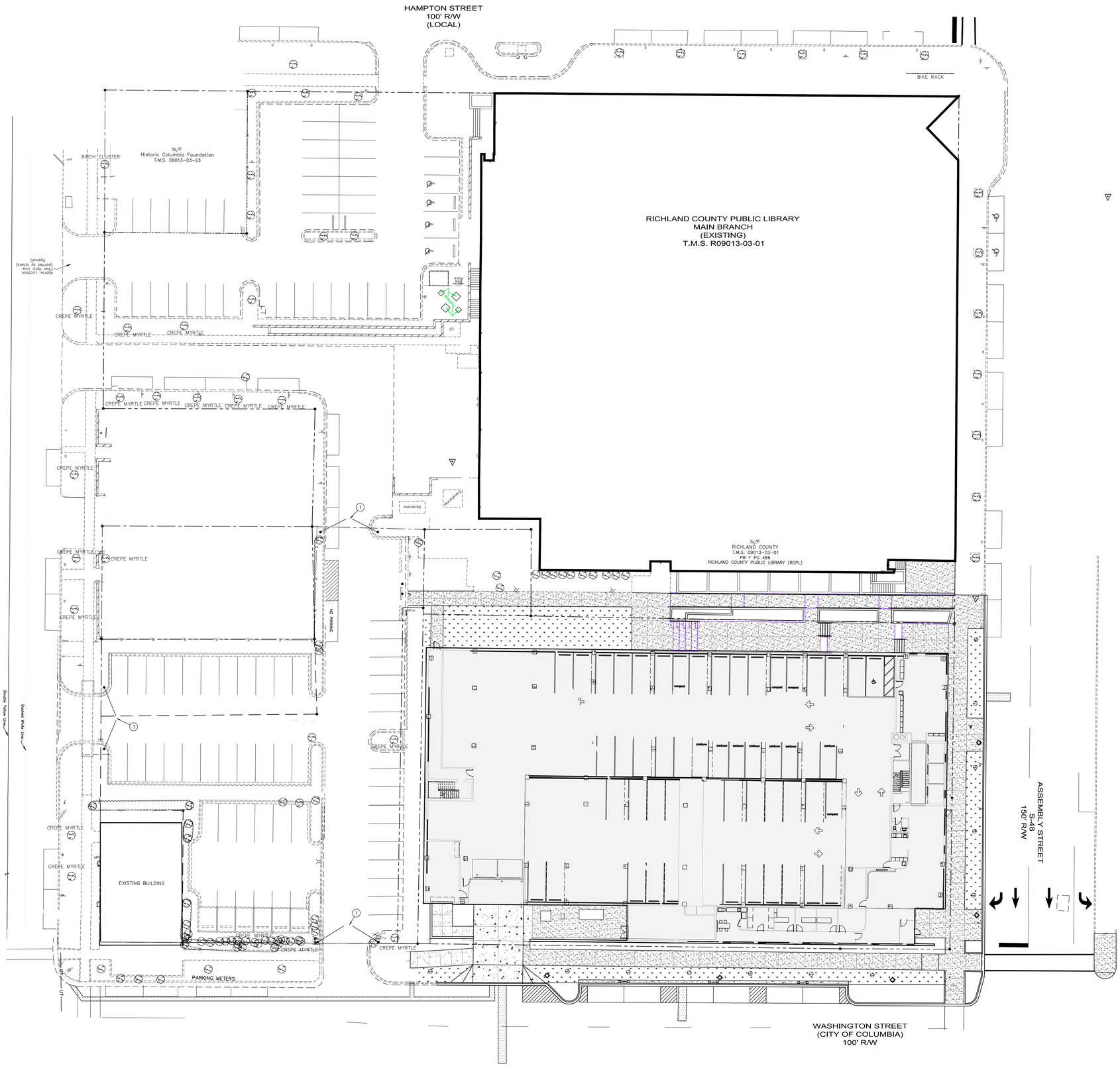


## LEGEND

| NEW | EXISTING | DESCRIPTION |
|---|---|---|
| N/A | | BENCHMARK/CONTROL POINT |
| | | BUILDING |
| | | LIGHT POLE |
| | | CURB AND GUTTER |
| | | LIGHT DUTY CONCRETE PAVEMENT |
| | | HEAVY DUTY CONCRETE PAVEMENT |
| 1 | N/A | KEY NOTE REFERENCE |

## GENERAL NOTES

1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

## KEY NOTES

1. INSTALL PIPE RAIL GATES (3). SEE DETAIL. COORDINATE WITH LIBRARY REPRESENTATIVE FOR EXACT LOCATIONS.

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

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# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

DRAWING ISSUE

| DESCRIPTION | DATE |
|---|---|
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
OVERALL STAKING PLAN

DRAWING NO.
C2.1

Job # 25.002264.000

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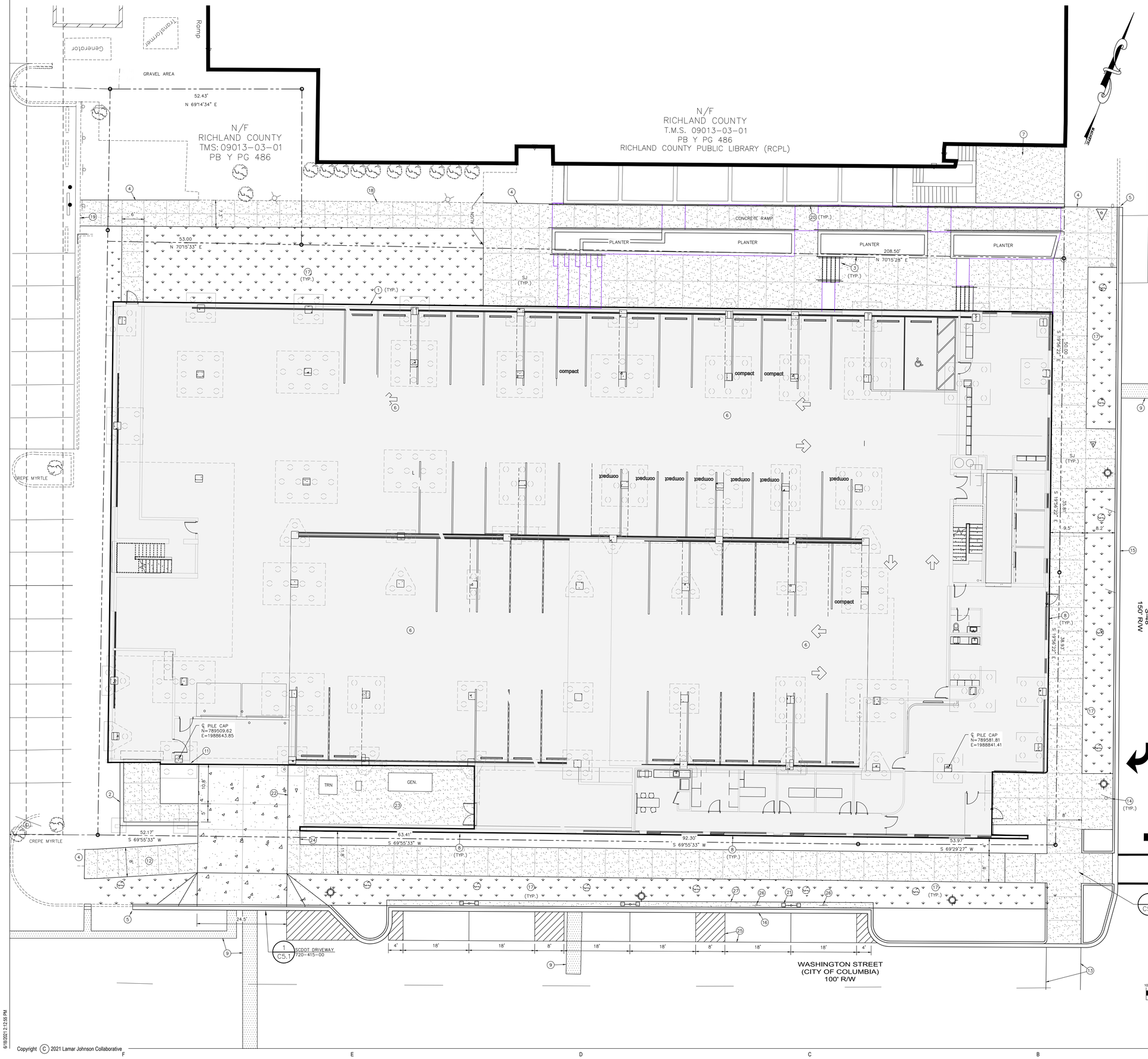
Generator
Transformer
Ramp
GRAVEL AREA
52.43'
N 69°14'34" E
N/F
RICHLAND COUNTY
TMS: 09013-03-01
PB Y PG 486
N/F
RICHLAND COUNTY
T.M.S. 09013-03-01
PB Y PG 486
RICHLAND COUNTY PUBLIC LIBRARY (RCPL)
CONCRETE RAMP
PLANTER
PLANTER
PLANTER
PLANTER
208.50'
N 70°15'28" E
53.00'
N 70°15'33" E
SJ (TYP.)
compact
compact
compact

RICHLAND COUNTY PUBLIC LIBRARY
MAIN BRANCH
(EXISTING)
T.M.S. R09013-03-01

GAS APPURTENANCE (TYPE STRUCT. UNKNOWN) POINT MARK LABELED GAS, NEXT TO DEBRIS FILED HOLE

APPROX. LOCATION GAS LINE

N/F
Historic Columbia Foundation
T.M.S. 09013-03-23

BIRCH GUTTER

DROP INLET
GRATE=296.43
INV. IN(s)=290.13
INV. IN(b)=292.13

DROP INLET
GRATE=297.20
INV. IN (a)=293.00
INV. OUT (b)=292.00

SEWER MANHOLE
RIM=296.20
INV. OUT(a)=287.84
INV. IN(b)=289.87

SEWER MANHOLE
RIM=294.03
INV. OUT(a)=286.43
INV. IN(b)=286.41
INV. IN(c)=286.32

DROP INLET
GRATE=294.32
INV. IN (a)=288.92
INV. IN (b)=291.67
INV. IN (c)= 287.37
INV. OUT (d)=287.32

DRAINAGE MANHOLE
RIM= 297.85
INV. IN (a)=293.85
INV. OUT (b)=293.85

(SHALLOW)
INV.=296.80±

Grate Vent

WATER VAULT

UNKNOWN VALVE

SEWER MANHOLE
RIM=291.57
INV. IN(a)=287.32
INV. IN(b)=287.22

DROP INLET
GRATE=291.11
INV. IN(a)=288.66
INV. IN(b)=288.41
INV. OUT (c)=288.41

(typical) Bollard

CATCH BASIN
RIM = 291.51
BOTTOM BOX = 284.91
INV IN
INV OUT
UNABLE TO MEASURE

JUNCTION BOX
RIM = 291.84
INV IN TWIN 6" = 288.79
INV IN 6" = 287.89
INV IN 12" PVC = 287.79
INV OUT 18 CPP = 285.69

N/F
RICHLAND COUNTY
T.M.S. 09013-03-01
PB Y PG 486
RICHLAND COUNTY PUBLIC LIBRARY (RCPL)

1" CONDUIT

6" PVC

18" CPP

15"SD

STRUCTURE FULL OF DEBRIS AND UNABLE TO VERIFY PIPES.

8"SS

BM = 2014 P.K. NAIL
N 789535.35
E 1985560.81
Z 291.11

8" WATERLINE (PVC)

CITY OF COLUMBIA WATER EASEMENT

EXISTING BUILDING

CATCH BASIN
RIM = 285.99
OUT 12" RCP = 281.64

PARKING METERS

12"-15" RCP @ 0.76%

A1
CB
RIM=285.75
N=789406.19
E=1988474.11

A2
JB
RIM=286.60
N=789398.40
E=1988485.90

SEWER MANHOLE ELEV = 285.33'
INV IN 8" PVC A = 278.13'
INV IN 8" PVC B = 278.13'
INV OUT 8" PVC = 277.78'

CURB INLET
GRATE ELEV = 289.63'
15" RCP INV. OUT = 289.63'

DRAINAGE MANHOLE
RIM ELEV. = 292.85'
15" RCP INV. IN = 287.76'

(CITY OF COLUMBIA – NO CITY FILE #)

ASBUILT DRAWING # 64C

(CITY OF COLUMBIA – SHEET NO. 25)

SEWER MANHOLE ELEV = 296.72'
8" CLAY INV OUT =
BOTTOM BOX = 290.52'

DROP INLET
GRATE ELEV. = 299.36'
18" INV. IN = 297.51'
18" INV. OUT = 296.87'

8" VCP
(ASBUILT DRAWING # 64C)

ASBUILT DRAWING # 64C

HYDRANT

SEWER MANHOLE
RIM ELEV. = 299.25'
15" CLAY INV. OUT = 296.05'
15" CLAY INV. IN = 296.40'

JUNCTION BOX
RIM = 300.07
INV IN A 18"
INV IN B 20"
INV OUT 20" (

SANITARY SEWER MANHOLE = 306.25 INV IN A
10" CLAY = 292.80
INV IN B 10" CLAY = 293.80
INV OUT 10" CLAY = 292.65

BIKE RACK

420.16' (field)
N 69°36'24" E

## LEGEND

| NEW | EXISTING | DESCRIPTION |
|---|---|---|
| N/A | | BENCHMARK/CONTROL POINT |
| N/A | | PROPERTY LINE |
| | | BUILDING |
| N/A | | TREE |
| 300 | 300 | CONTOUR |
| × 300.50' | × (300.50') | SPOT ELEVATION |
| | | FIRE HYDRANT |
| N/A | | LIGHT POLE |
| WV | WV | WATER VALVE |
| WM | WM | WATER METER |
| W W | W W | WATER MAIN/SERVICE |
| SD | SD | STORM DRAIN LINE w/STRUCTURE |
| SS | SS | SANITARY SEWER LINE w/MANHOLE |
| | | SANITARY SEWER CLEANOUT |
| 1 | N/A | KEY NOTE REFERENCE |

## GENERAL NOTES

1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

## KEY NOTES

1. CONNECT 15" RCP TO EXISTING CURB INLET. CUT PIPE FLUSH WITH INSIDE FACE.

GRAPHIC SCALE
20 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.

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REGISTERED LANDSCAPE ARCHITECT
STATE OF SOUTH CAROLINA
No. 1310
ROBERT BRUCE HOOD

06/30/2021

NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

DRAWING ISSUE

| DESCRIPTION | DATE |
|---|---|
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
OVERALL GRADING, DRAINAGE, AND UTILITY PLAN

DRAWING NO.
C3.1

Job # 25.002264.000

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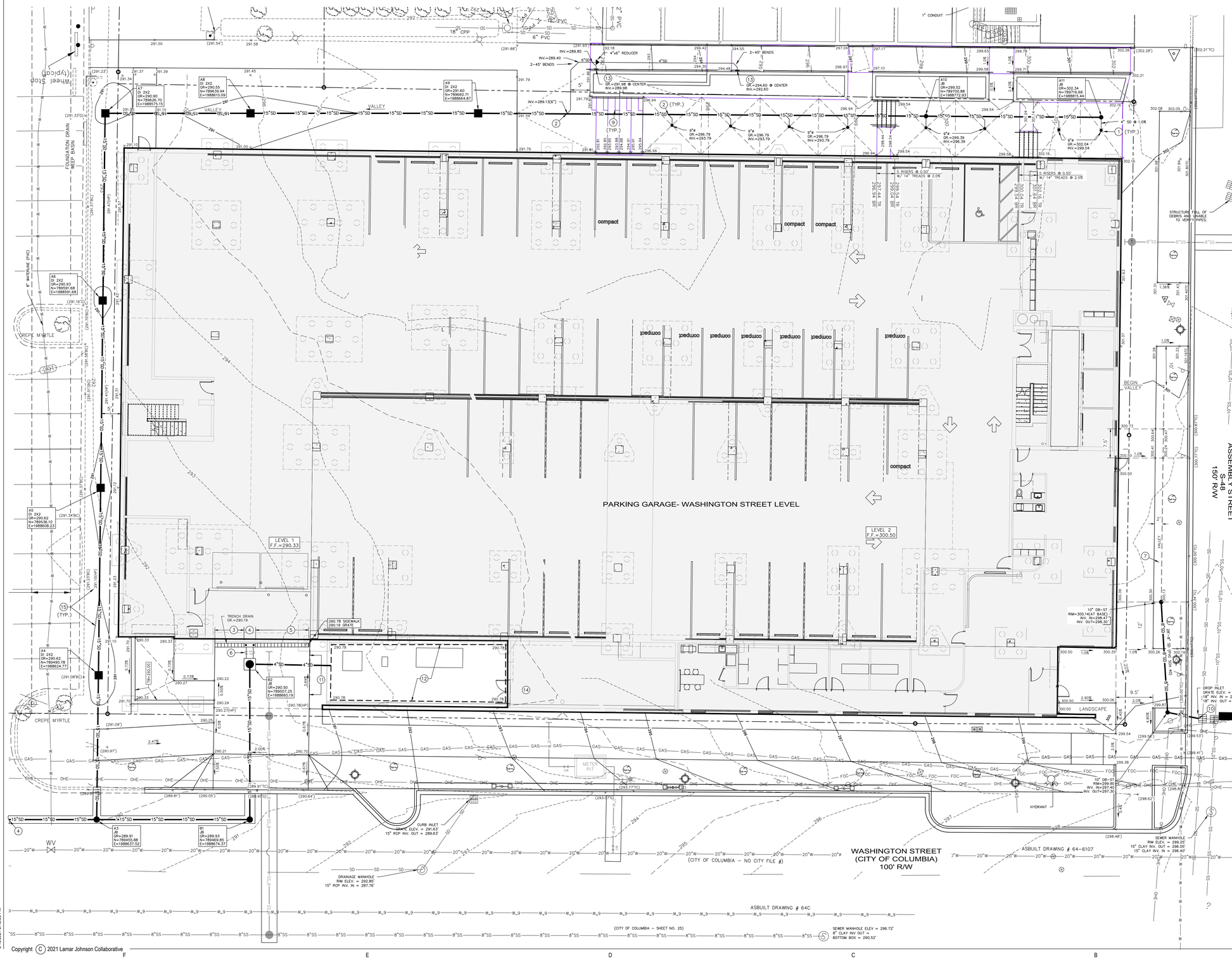
6/18/2021 2:12:55 PM




## LEGEND

| NEW | EXISTING | DESCRIPTION |
|---|---|---|
| N/A | | BENCHMARK/CONTROL POINT |
| N/A | | PROPERTY LINE |
| | | BUILDING |
| N/A | | TREE |
| 360 | 360 | CONTOUR |
| × 360.50' | × (360.50') | SPOT ELEVATION |
| | | FIRE HYDRANT |
| N/A | | LIGHT POLE |
| WV | WV | WATER VALVE |
| M | WM | WATER METER |
| W | W | WATER MAIN/SERVICE |
| SD | SD | STORM DRAIN LINE w/STRUCTURE |
| SS | SS | SANITARY SEWER LINE w/MANHOLE |
| CO | CO | SANITARY SEWER CLEANOUT |
| | | CHAIN LINK FENCE |
| 1 | N/A | KEY NOTE REFERENCE |

## GENERAL NOTES

1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

## KEY NOTES

1. INSTALL ZURN AREA DRAIN MODEL Z551. SEE DETAIL.
2. CONNECT ALL 4" STORM DRAIN LINES TO 15" STORM LINE USING AN INSERTA WYE.
3. INSTALL ACO TRENCH DRAIN S300K SLOPED CHANNEL UNITS NO. 38 THROUGH 40. CONNECT UNIT 40 TO CONSTANT DEPTH CHANNEL.
4. INSTALL ACO TRENCH DRAIN MODEL S300K CONSTANT DEPTH CHANNEL (PART NO. 69048) IN THE CENTER OF TRENCH DRAIN. INSTALL CATCH BASIN SK3-9030 UNDER TRENCH DRAIN UNIT. COORDINATE WITH MANUFACTURER REP PRIOR TO PURCHASE TO CONFIRM (JOHN WOLSTENHOLME 980-244-1748).
5. INSTALL ACO TRENCH DRAIN S300K SLOPED CHANNEL UNITS NO. 37 THROUGH NO. 40. CONNECT UNIT 40 CONSTANT DEPTH CHANNEL.
6. INSTALL 6"x8", AND 12" STORM DRAIN LINES. EXTEND 6" AND 8" PVC (SCH 40) PIPE FROM TRENCH DRAIN CATCH BASIN TO STRUCTURE B2 ON A MINIMUM 1.00% SLOPE. CONNECT 12" ROOF DRAIN FROM BUILDING TO STRUCTURE B2.
7. INSTALL FRENCH DRAIN ALONG VALLEY. CONNECT TO DRAIN BASIN.
8. CONNECT 8" STORM DRAIN TO EXISTING STRUCTURE. CUT PIPE FLUSH WITH INSIDE FACE.
9. INSTALL 6" STEP. COORDINATE WITH LANDSCAPE ARCHITECTURE PLANS FOR ADDITIONAL INFORMATION.
10. CONNECT NEW 8" STORM DRAIN TO EXISTING STRUCTURE. CUT PIPE FLUSH WITH INSIDE FACE OF STRUCTURE.
11. SIDEWALK REMAINS LEVEL AS DRIVEWAY SLOPES TO TRENCH DRAIN.
12. INSTALL FRENCH DRAIN AROUND PERIMETER OF MECHANICAL YARD. CONNECT FRENCH DRAIN TO STRUCTURE A4 WITH 4" PVC (SCH 40) PIPE ON MINIMUM 1.0% SLOPE. SEE DETAIL.
13. INSTALL ZURN DRAIN MODEL Z575 FLUSH AGAINST WALL AND 12" FROM LANDING. CONNECT 4" DISCHARGE LINE TO DRAIN AND EXTEND LINE AS INDICATED.
14. SEE ARCHITECTURAL PLANS FOR GRADE ADJUSTMENT FROM 290.78 IN MECHANICAL YARD TO 290.33 INSIDE BUILDING.
15. GRADE DRAINAGE SWALES AS INDICATED BETWEEN STRUCTURES A4 TO A7 WITH HIGH POINT CENTERED BETWEEN STRUCTURES.

## PIPING NOTES - STORM

1. ALL STORM DRAIN LINES 12" AND LARGER SHALL BE HP STORM DUAL WALL POLYPROPYLENE PIPE BY ADS (OR APPROVED EQUAL), OR RCP CLASS III UNLESS OTHERWISE INDICATED.
2. ALL ROOF DRAIN LINES SHALL BE HDPE N12 WITH WATERTIGHT JOINTS.
3. THE CONTRACTOR HAS THE OPTION OF USING RCP OR HDPE PIPE FOR ALL STORM DRAINAGE LINES.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

## GRADING NOTES

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

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )

1 inch = 10 ft.

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ADC PROJECT # 21093

SOUTH CAROLINA ADC ENGINEERING INC. No. 00253

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 11310 ROBERT BRUCE GIBSON

06/30/2021

NGBS SILVER

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| DESCRIPTION | DATE |
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DRAWING TITLE
ENLARGED GRADING AND DRAINAGE PLAN

DRAWING NO.
C3.2

Job # 25.002264.000

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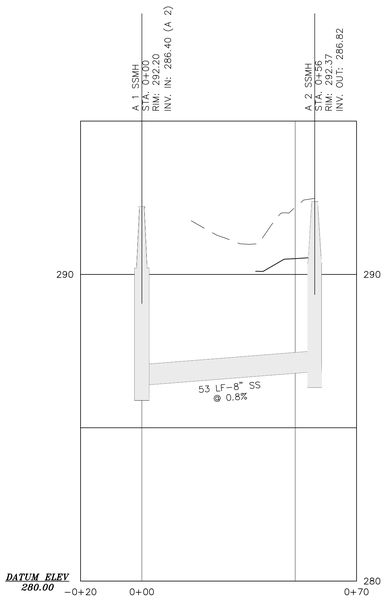
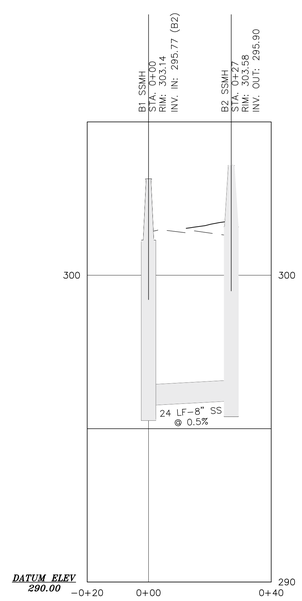



SCALE

## SS LINE A
Sta. −0+20.00−0+70.00

SCALE
HORIZONTAL: 1" = 40'
VERTICAL : 1" = 4'

## SS LINE B
Sta. −0+20.00−0+40.00

SCALE
HORIZONTAL: 1" = 40'
VERTICAL : 1" = 4'

## LEGEND

| NEW | EXISTING | DESCRIPTION |
|---|---|---|
| N/A | | BENCHMARK/CONTROL POINT |
| N/A | | PROPERTY LINE |
| | | BUILDING |
| N/A | | TREE |
| 360 | 360 | CONTOUR |
| × 829.50' | × (829.50') | SPOT ELEVATION |
| | | FIRE HYDRANT |
| N/A | | LIGHT POLE |
| WV | WV | WATER VALVE |
| W | WM | WATER METER |
| W — W | W — W | WATER MAIN/SERVICE |
| SD | SD | STORM DRAIN LINE W/STRUCTURE |
| SS | SS | SANITARY SEWER LINE W/MANHOLE |
| | | SANITARY SEWER CLEANOUT |
| X | X | CHAIN LINK FENCE |
| 1 | N/A | KEY NOTE REFERENCE |

## GENERAL NOTES

1. SEE SHEET C1.1 FOR ADDITIONAL GENERAL NOTES.

## KEY NOTES

1. CONSTRUCT "DOGHOUSE" MANHOLE OVER EXISTING SEWER MAIN. CUT EXISTING PIPES FLUSH WITH INSIDE FACE OF MANHOLE. MANHOLE TO BE CONSTRUCTED AND TURNKEY WORK COMPLETED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR.
2. CITY OF COLUMBIA APPROVED PLLUMBING CONTRACTOR TO MAKE TAP ON WATERLINE.
3. PIT FOR FIRE/DOMESTIC METER (8") PIT PROVIDED AND INSTALLED BY CONTRACTOR. METER AND VALVING PROVIDED BY THE CITY OF COLUMBIA AND INSTALLED BY CITY APPROVED PLUMBING CONTRACTOR. (OWNER PAYS CITY OF COLUMBIA FOR METER, CITY OF COLUMBIA THEN PROVIDES METER TO CONTRACTOR, METER THEN INSTALLED BY CITY OF COLUMBIA APPROVED PLUMBING CONTRACTOR). PIT OS TO BE MASONRY VAULT WITH ¾" FLOOR PLATE STEEL ON NON-SKID SURFACE PAINTED BLACK WITH 24"x24" INSPECTOR LID WITH RECESSED HANDLE. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON PIT TO ENGINEER PRIOR TO CONSTRUCTION.
4. INSTALL MANHOLE AT PROPERTY LINE.
5. CONNECT 8" SANITARY SEWER FROM BUILDING TO MANHOLE.
6. CONTRACTOR TO CONFIRM INVERT ELEVATIONS ON EXISTING SEWER MAIN. PRIOR TO CONSTRUCTION. COORDINATE INFORMATION WITH ENGINEER.
7. CONTRACTOR TO COORDINATE WITH UTILITY OWNER ON ADJUSTING EXISTING GAS LINE AS NEEDED TO ACCOMMODATE NEW WATER AND SEWER SERVICES.

## PIPING NOTES - WATER AND SEWER

1. ALL SANITARY SEWER LINES ARE PVC-SDR35 UNLESS OTHERWISE INDICATED.
2. ALL SANITARY SEWER LINES SHALL BE INSTALLED ON A MINIMUM 1.0% SLOPE UNLESS OTHERWISE INDICATED.
3. ALL WATERLINE BENDS AND TEES SHALL BE CONNECTED TO LINE USING MEGALUG RESTRAINED JOINTS OR APPROVED EQUAL.
4. ALL WATER LINES ARE DIP UNLESS OTHERWISE INDICATED.
5. FDC LINES SHALL BE DIP.

## SPECIAL NOTE

1. CONTACT STEVE SULLIVAN (803-622-5314) PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRICTION ACTIVITIES ON THE RCPL PROPERTY.

## UTILITY CLOSE-OUT INFORMATION (WATER AND SEWER)

RECORD DRAWINGS, TESTS, AND ANALYSES OF INSTALLED WATER AND SANITARY SEWER SYSTEMS ARE REQUIRED AT PROJECT CLOSEOUT.

1. RECORD DRAWINGS OF THE INSTALLED SYSTEMS, AS WELL AS RESULTS OF ALL HYDROSTATIC TESTS MUST BE PROVIDED TO THE ENGINEER PRIOR TO PLACING THE SYSTEM ONLINE. THE CONTRACTOR SHALL PROVIDE A COMPLETE RECORD OF THE INSTALLED SYSTEMS AND THE RESULTS OF THE TESTING AND ANALYSIS TO THE ENGINEER.
2. RECORD DRAWINGS SHALL BE A COMPLETE SET OF INFORMATION INDICATING THE LOCATIONS OF LINES AND APPURTENANCES. THE DRAWINGS SHALL GIVE ACCURATE LOCATIONS OF INSTALLED LINES AND APPURTENANCES BY THE USE OF IN SC STATE PLANE COORDINATES AND REFERENCES TO PERMANENT SITE FEATURES. FOR ACCURATE LOCATION OF THE LINES AND THE APPURTENANCES, THE DRAWINGS MUST SHOW TWO MEASURED DISTANCES FROM BENDS, VALVES, MANHOLES, HYDRANTS, ETC., TO PERMANENT SITE FEATURES (BUILDING CORNERS, POWER POLES, PAVEMENT EDGE, DRAINAGE STRUCTURES, ETC.). THIS INFORMATION MUST BE PROVIDED TO THE ENGINEER IN ELECTRONIC FORMAT (AUTOCAD 2015). SWING TIES SHALL BE NO LONGER THAN 150'.
3. HYDROSTATIC TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER OR THE OWNER.
4. UNDER NO CIRCUMSTANCES WILL ANY PORTION OF THE WORK BE PLACED IN SERVICE WITHOUT THE APPROVAL TO PLACE THE SYSTEM INTO OPERATION FROM ENGINEER.

## UTILITY NOTES:

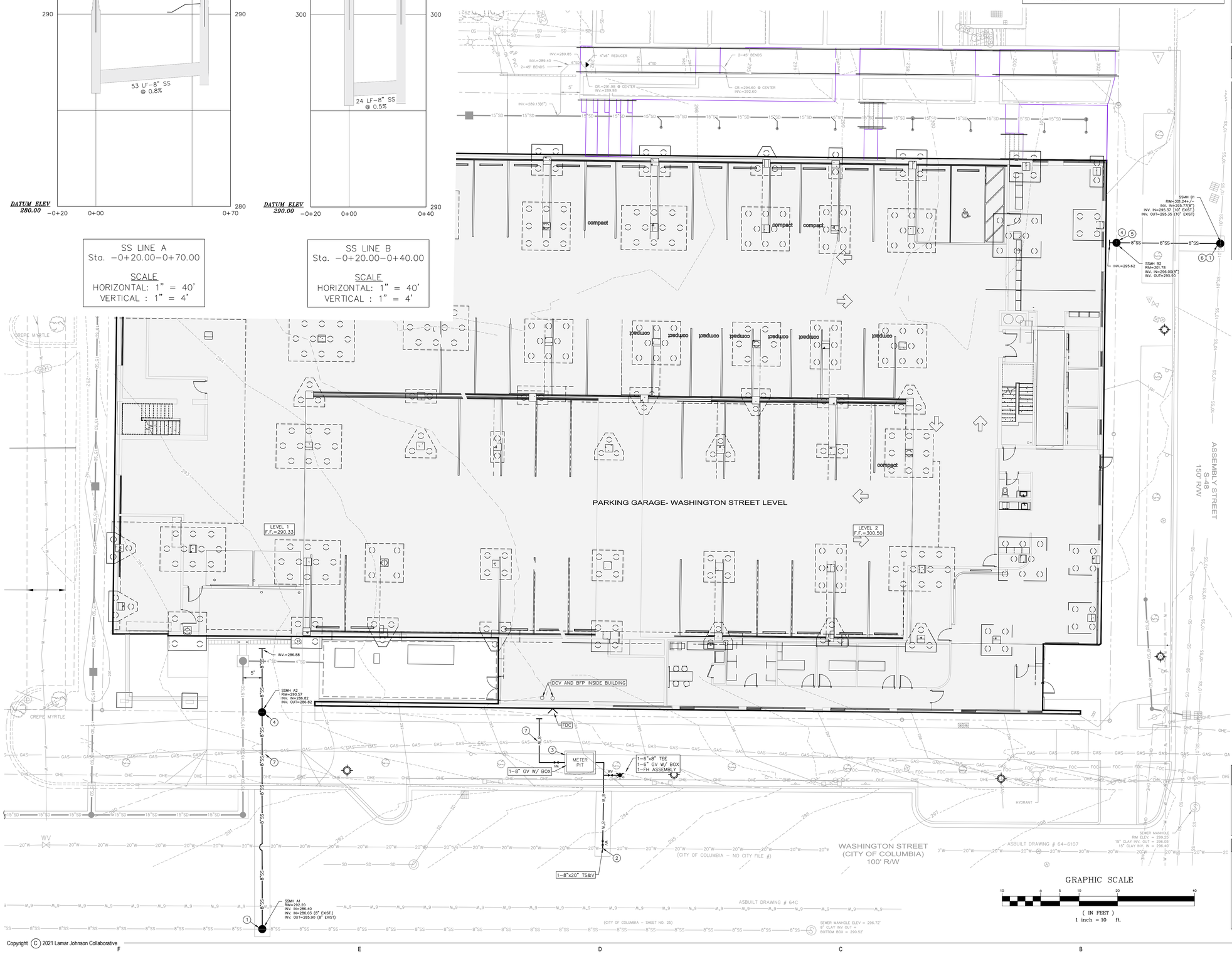
1. ALL UNDERGROUND LOCATIONS ARE APPROXIMATE PER DRAWINGS AND LOCATIONS SUPPLIED BY VARIOUS UTILITY COMPANIES.
2. CONTRACTOR MUST VERIFY ALL EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION. 72 HOURS BEFORE COMMENCING CONSTRUCTION CONTACT P.U.L.S. AT 811 FOR UNDERGROUND UTILITIES LOCATION.
3. ALL WATER TAP FEES SHALL BE THE RESPONSIBILITY OF THE OWNER. CONTRACTOR TO COORDINATE PAYMENT BY OWNER FOR ALL TAPPING OF EXISTING WATERLINES WITH THE CITY OF COLUMBIA UTILITY DEPARTMENT.
4. THE MATERIALS AND CONSTRUCTION OF ALL WATER SYSTEM FACILITIES IN THIS PROJECT SHALL BE GOVERNED BY THE CITY OF COLUMBIA STANDARD SPECIFICATIONS.
5. NO CONSTRUCTION ALLOWED UNTIL CONSTRUCTION PERMITS RECEIVED FROM CITY OF COLUMBIA AND S.C.D.H.E.C.
6. NO USAGE ALLOWED UNTIL OPERATION PERMITS RECEIVED FROM CITY OF COLUMBIA AND S.C.D.H.E.C.
7. CONTRACTOR TO PROVIDE THRUST BLOCKING OR MECHANICAL RESTRAINT ON WATER LINES AT ANY BEND, TEES, OR CHANGE IN DIRECTION IN THE LINES WHETHER SHOWN OR OMITTED ON THE PLANS.
8. NOTIFY THE CITY OF COLUMBIA 48 HOURS BEFORE COMMENCING CONSTRUCTION AND HOLD. PRE-CONSTRUCTION CONFERENCE AT SITE PRIOR TO BEGINNING.
9. PROVIDE A TEMPORARY STONE SPLASH PAD AT ALL FIRE HYDRANTS OR OTHER POINTS OF DISCHARGE DURING TESTING OF WATER DISTRIBUTION SYSTEM.
10. WHERE PVC OR POLYETHYLENE PIPE IS USED IN WATER MAIN CONSTRUCTION, A CONTINUOUS #12 GAUGE BLUE INSULATED COPPER TRACER WIRE, APPROVED BY THE MANUFACTURER FOR DIRECT BURIAL, SHALL BE INSTALLED IN THE TRENCH A MINIMUM 6" ABOVE THE TOP OF THE WATER LINE. THE TRACER WIRE SHALL TERMINATE AT EACH VALVE OR METER AND TRACKING PIPE AND PREVENT INTERFERENCE OF OPERATING THE VALVE OR METER.
11. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING ALL UTILITY CONSTRUCTION, ALL DISTURBED AREAS SHALL BE CLEANED, GRADED AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY CONSTRUCTION.
12. WATER MAINS THAT ARE CONSTRUCTED ADJACENT TO ROADS MUST BE INSTALLED A MINIMUM OF 36 INCHES BELOW THE ELEVATION OF THE EDGE OF ROADWAY. A MINIMUM OF 36 INCHES OF COVER MUST BE PROVIDED OVER THE MAINS.
13. ALL WATERMAIN 4" TO 8" TO BE AWWA C900 DR 18 PVC.
14. ON ALL FIRE LINE CONSTRUCTION, CONTRACTOR TO COMPLETE NFPA 24 CONTRACTOR'S MATERIAL AND TEST CERTIFICATE FOR UNDERGROUND PIPING TO ENGINEER AFTER TESTING AND INSTALLATION.
15. ALL FIRE LINE WATER MAIN CONSTRUCTION TO BE IN ACCORDANCE WITH NFPA 24, LATEST.
16. ALL VALVES AND FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH PRESSURE RATINGS OF 350 PSI.
17. CONTRACTOR SHALL VERIFY ALL RIM ELEVATIONS PRIOR TO CONSTRUCTION TO ENSURE A MINIMUM 3" PROJECTION OF RIM ABOVE FINISHED GRADE ELEVATION EXCEPT IN ROAD. CONTRACTOR SHALL INSURE THAT ALL MANHOLE'S LOCATED IN ROAD TO BE FLUSH WITH PROPOSED GRADE. CONTRACTOR TO ADJUST ANY EXISTING RIM TO MEET STANDARDS.
18. SEWER LINES AND MAINS SHALL CONFORM TO "10 STATES STANDARD" SECTION 29.3, AT A MINIMUM (RELATION TO WATER LINES).
19. ALL SEWER PIPES, UNLESS OTHERWISE NOTED, SHALL BE PVC AND MUST BE INSTALLED IN ACCORDANCE WITH ASTM D-2321, LATEST EDITION.
20. ALL DISTURBED UTILITY ROUTES TO BE SEEDED AS SOON AS PRACTICALLY POSSIBLE UPON COMPLETION OF CONSTRUCTION IN THAT AREA.
21. ALL MANHOLES WITHIN THE ONE HUNDRED YEAR FLOOD PLAIN OR IN ROAD TO HAVE WATER TIGHT MANHOLE COVERS.
22. ALL SANITARY SEWER LATERALS TO BE SDR 35 PVC UNLESS OTHERWISE NOTED.
23. ANY PAVEMENT OR HARD SURFACE REMOVAL NECESSARY FOR UTILITY CONSTRUCTION TO BE REPAIRED OR REPLACED WHETHER SHOWN OR OMITTED ON THE PLANS.
24. CONTRACTOR TO STERILIZE AND PRESSURE TEST ALL WATER MAINS ACCORDING TO SCDHEC REQUIREMENTS AND CITY OF COLUMBIA STANDARDS.
25. CONTRACTOR TO PROVIDE RECORD DRAWINGS AFTER UTILITY CONSTRUCTION REFLECTING LOCATIONS OF ALL STRUCTURES AND ANY INSTALLED BENDS, ETC. UTILITIES TO BE SURVEYED BY A REGISTERED LAND SURVEYOR AND A DIGITAL FILE PROVIDED TO THE ENGINEER FOR PREPARATION OF ASBUILTS AND FINAL INSPECTIONS WITH SCDHEC. REDLINED UTILITY DRAWINGS WILL NOT BE ACCEPTABLE.
26. INSTALL MAIN LINE VALVES WHERE INDICATED.

## LATERAL SEPARATION NOTES

LATERAL SEPARATION OF SEWERS AND WATER MAINS: WATER MAINS SHALL BE LAID AT LEAST 10 FEET LATERALLY FROM EXISTING OR PROPOSED SEWERS, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT A 10 FOOT LATERAL SEPARATION, IN WHICH CASE: THE WATER MAIN IS LAID IN A SEPARATE TRENCH, WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER; OR THE WATER MAIN IS LAID IN THE SAME TRENCH AS THE SEWER WITH THE WATER MAIN LOCATED AT ONE SIDE ON A BENCH OF UNDISTURBED EARTH, AND WITH THE ELEVATION OF THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

## CROSSING NOTES

1. CROSSING A WATER MAIN OVER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS OVER A SEWER, THE WATER MAIN SHALL BE LAID AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, UNLESS LOCAL CONDITIONS OR BARRIERS PREVENT AN 18 INCH VERTICAL SEPARATION; IN WHICH CASE: BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING.
2. CROSSING A WATER MAIN UNDER A SEWER: WHENEVER IT IS NECESSARY FOR A WATER MAIN TO CROSS UNDER A SEWER, BOTH THE WATER MAIN AND THE SEWER SHALL BE CONSTRUCTED OF FERROUS MATERIALS AND WITH JOINTS EQUIVALENT TO WATER MAIN STANDARDS FOR A DISTANCE OF 10 FEET ON EACH SIDE OF THE POINT OF CROSSING. A SECTION OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING.




GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

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ADC ENGINEERING, INC.
No. 00253

SOUTH CAROLINA
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No. 11310
ROBERT BRUCE [illegible]
06/30/2021

NGBS SILVER

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| DRAWING ISSUE | |
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| DESCRIPTION | DATE |
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DRAWING TITLE
ENLARGED UTILITY PLAN

DRAWING NO.
C3.3

Job # 25.002264.000

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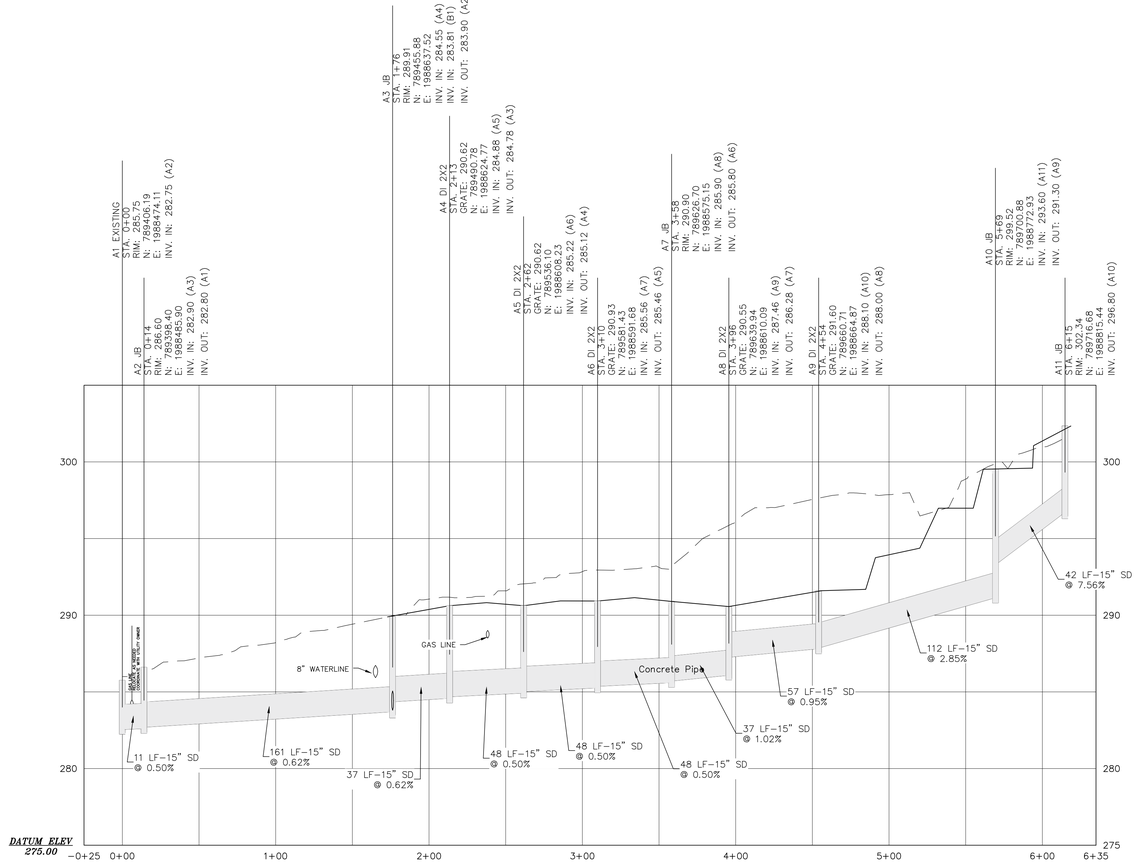


SD LINE A
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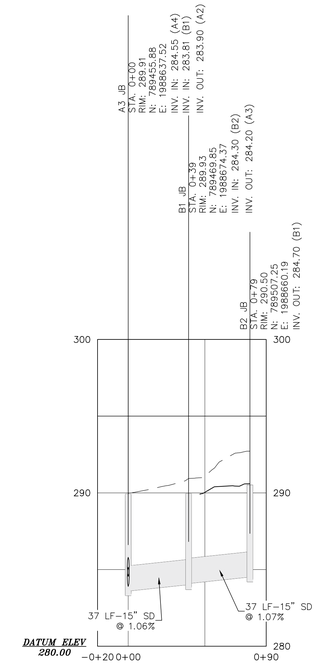
VERTICAL : 1" = 4'




SD LINE B
Sta. –0+20.00–0+90.00

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ADC PROJECT # 21093

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NO. 11390
ROBERT BRUCE CROSS
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STORM DRAIN PROFILE

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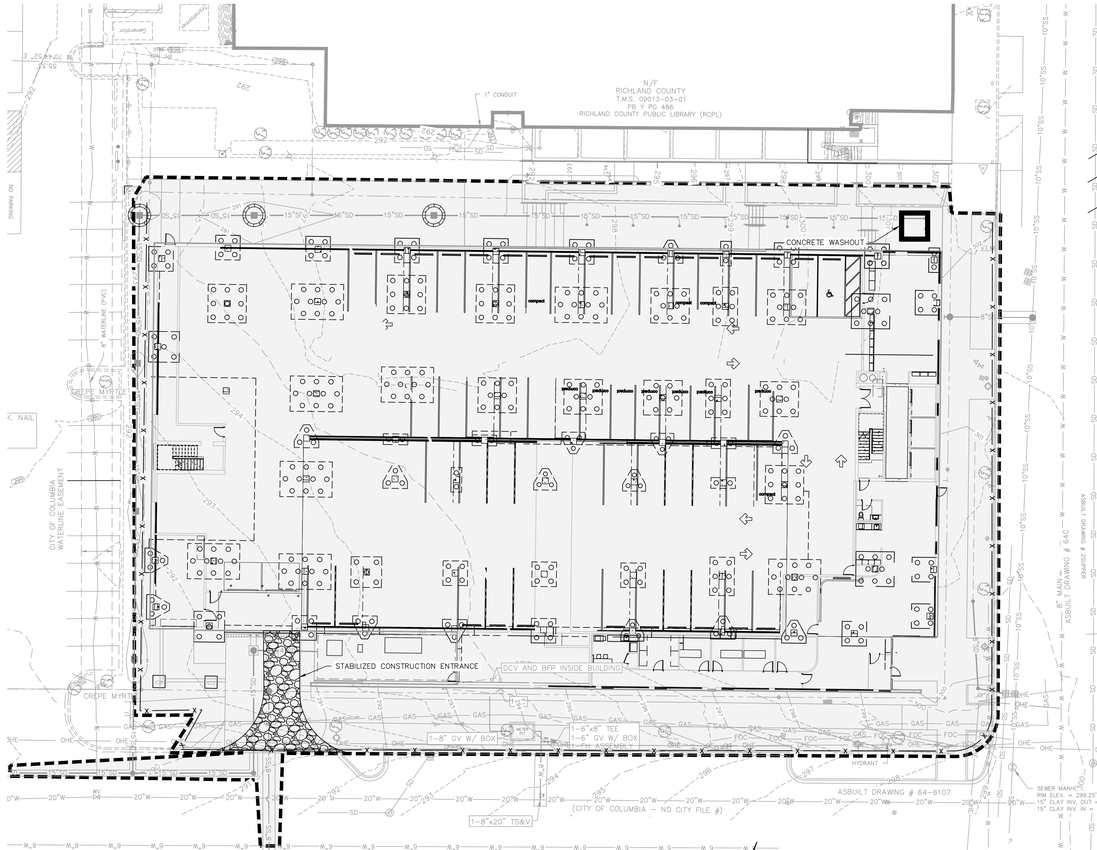






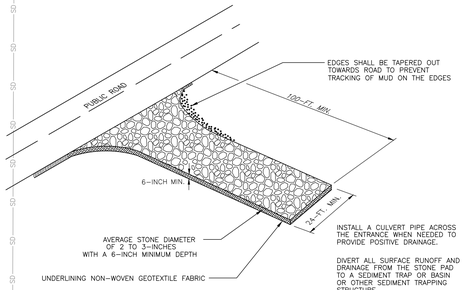
## LEGEND

| PROPOSED | DESCRIPTION |
|---|---|
| —— x —— | SILT FENCE |
| [- - - - - - -] | LIMITS OF DISTURBANCE (SHADED) |
| | INLET PROTECTION |

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.




## STABILIZED CONSTRUCTION ENTRANCE

NOT TO SCALE

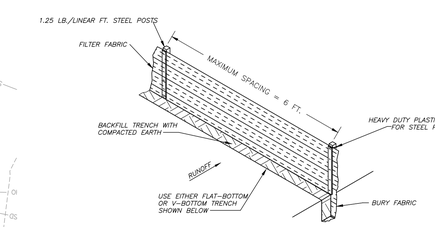
Inspection and Maintenance of Construction Entrance

All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, or after heavy use. Check for mud and sediment buildup and pad integrity. Make daily inspections during periods of wet weather. Maintenance is required more frequently in wet weather conditions. Reshape the stone pad as needed for drainage and runoff control.

Wash or replace stones as needed and as directed by the inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce mud being carried off–site by vehicles. Frequent washing will extend the useful life of stone.

Immediately remove mud and sediment tracked or washed onto public roads by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.

Repair any broken pavement immediately.




## SILT FENCE INSTALLATION




## SILT FENCE

NOT TO SCALE

## EROSION CONTROL BLANKET

INSTALL SC150BN EROSION CONTROL BLANKET AS MANUFACTURED BY NORTH AMERICAN GREEN (NETTING MUST BE BIODEGRADABLE). INSTALL AS PER MANUFACTURER'S RECOMMENDATION ON SLOPES 4:1 OR STEEPER. CONTRACTOR SHALL ALSO USE FLEX TERRA SPRAY ON MAT INSTEAD OF BLANKET.

## CONSTRUCTION SEQUENCE OF ENTIRE CONSTRUCTION AREA FOR EROSION AND SEDIMENT CONTROL

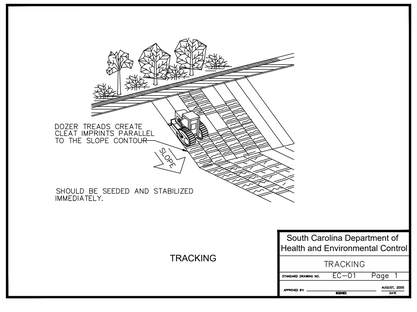
1. RECEIVE NPDES COVERAGE FROM DHEC
2. PRE–CONSTRUCTION MEETING (ON–SITE IF MORE THAN 10 DISTURBED AND NON–LINEAR)
3. NOTIFY DHEC EQC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND–DISTURBING ACTIVITIES
4. INSTALLATION OF CONSTRUCTION ENTRANCE(S)
5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS
6. INSTALLATION OF PERIMETER CONTROLS (E.G., SILT FENCE)
7. CLEARING & GRUBBING OF SITE OR DEMOLITION (SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED)
8. ROUGH GRADING
9. INSTALLATION OF STORM DRAIN SYSTEM AND PLACEMENT OF INLET PROTECTION AS EACH INLET IS INSTALLED
10. INSTALL TEMPORARY SEDIMENT BASIN.
11. FINE GRADING, PAVING, ETC.
12. PERMANENT/FINAL STABILIZATION
13. CONVERT TEMPORARY SEDIMENT BASIN TO PERMANENT DETENTION POND BY FINAL GRADING AND REMOVING SKIMMER. UNCOVER ORIFICE.
14. REMOVAL OF TEMPORARY SEDIMENT & EROSION CONTROL MEASURES AFTER ENTIRE AREA DRAINING TO THE STRUCTURE IS FINALLY STABILIZED (THE DEPARTMENT RECOMMENDS THAT THE PROJECT OWNER/OPERATOR HAVE THE SWPPP PREPARER OR REGISTRATION EQUIVALENT APPROVE THE REMOVAL OF TEMPORARY STRUCTURES)
15. SUBMIT NOTICE OF TERMINATION (NOT) TO DHEC AS APPROPRIATE

## AIRBORNE DUST CONTROL

THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS OUTLINED IN THE SOUTH CAROLINA DHEC STORMWATER MANAGEMENT BMP HANDBOOK AS NEEDED TO CONTROL AIRBORNE DUST DURING CONSTRUCTION. COORDINATE WITH ENGINEER PRIOR TO IMPLEMENTATION OF VARIOUS MEASURES.

## SLOPE STABILIZATION

THE CONTRACTOR IS RESPONSIBLE FOR SLOPE STABILIZATION AND IS RESPONSIBLE FOR INSTALLING THE NECESSARY STABILIZATION DEVICES TO ACCOMPLISH 100% STABILIZATION. THE CONTRACTOR SHALL INSTALL THE EROSION CONTROL MAT WHERE INDICATED AT MINIMUM AND MAY NEED TO INSTALL TEMPORARY SLOPE DRAIN (CONTRACTOR OPTION)




## SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THROUGHOUT THE LENGTH OF CONSTRUCTION SILT FENCES AT ALL STORM DRAINAGE STRUCTURES AND ALONG THE PERIMETER OF CONSTRUCTION AS NECESSARY TO CONTAIN ALL SEDIMENT RUNOFF WITHIN THE AREAS DISTURBED BY CONSTRUCTION.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
   > WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
   > WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH–DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OR IDENTIFICATION.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH ONE–THIRD THE HEIGHT OF THE SEDIMENT FENCE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING ALL SLOPES FROM FINISH GRADE TO NATURAL GROUND AND FOR PREVENTING EXCESSIVE EROSION FROM OCCURRING. IMMEDIATELY AFTER ESTABLISHING THE INTERMEDIATE ROUGH GRADE SLOPES AND AFTER REACHING THE FINAL GRADE SLOPES, THE CONTRACTOR SHALL PROVIDE GRASSING OF THESE SLOPES. WHEN SLOPES ARE DISTURBED BY SUBSEQUENT EXCAVATIONS FOR OTHER ITEMS, THE CONTRACTOR SHALL INSPECT THE REPAIRS AND CORRECT ANY DEFICIENCIES IN THE REPAIRS.
6. ALL GRADING WORK SHALL CONFORM SUBSTANTIALLY WITH THE GRADING PLANS. WHERE SPOT GRADES ARE INDICATED ON THE PLANS, THEY SHALL BE ESTABLISHED BY SCALING AND SHALL TAKE PRECEDENCE OVER CONTOURS. ALL GRADING BETWEEN SPOT GRADES SHALL BE SMOOTH AND UNIFORM.
7. THE CONTRACTOR SHALL ADEQUATELY COORDINATE THE INSTALLATION OF THE STORM DRAINAGE SYSTEM TO ENSURE THAT POSITIVE RUNOFF OF STORMWATER IS EFFECTED BOTH DURING CONSTRUCTION AND AFTER COMPLETION OF THE WORK.
8. IF NECESSARY, SLOPES WHICH EXCEED 8 VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
9. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. **COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.**
10. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE TRACKING OF MUD ONTO PAVED ROADWAY FROM CONSTRUCTION AREAS **AND GENERATION OF DUST.**
11. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
12. TEMPORARY DIVERSION BERMS AND/OR DITCHES SHALL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR DIVERT SEDIMENT–LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
13. ALL WATERS OF THE STATE (WoS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50–FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREAS AND ALL WoS. A 10–FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WoS.
14. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER), AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
15. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
16. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND–DISTURBING ACTIVITIES HAVE
17. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
18. MINIMIZE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
19. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
20. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
    WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
    WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FROM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
    FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
    SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
21. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
22. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC's WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICAL. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
23. A PRE–CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON–SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON–LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON–SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.
24. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72–300 ET SEQ AND SCR100000.

## EROSION AND SEDIMENT CONTROL MEASURES

### GENERAL

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

### SILT FENCES

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

### STORM DRAINAGE STRUCTURES

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

### STABILIZATION OF DISTURBED AREAS

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

### INSPECTION AND MAINTENANCE

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

### REMOVAL OF SEDIMENT CONTROL SYSTEMS

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

### TEMPORARY DIVERSIONS

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

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

### PREDOMINANT SOIL TYPE

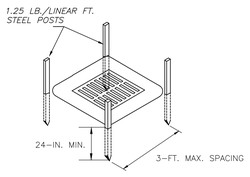
URBAN LAND, (Ur) TYPE C

### GRASSING PER 1000 SQUARE FEET (TEMPORARY)

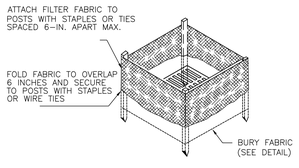
| FROM MAY 1 TO AUGUST 30 | | FROM SEPTEMBER 1 TO APRIL 30 | |
|---|---|---|---|
| 1 LB. | BROWNTOP MILLET GRASS | 6 LBS. | ANNUAL RYEGRASS |
| 15 LBS. | 10–10–10 FERTILIZER | 15 LBS. | 10–10–10 FERTILIZER |
| 5 LBS. | MAGNESIUM SULFATE | 5 LBS. | MAGNESIUM SULFATE |
| 10 LBS. | CALCIUM (GYPSUM) | 10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

## GRASS INFORMATION (PERMANENT)

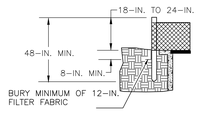
SEE LANDSCAPE ARCHITECTURE PLANS FOR PERIMETER GRASSING AND LANDSCAPE INFORMATION.




POST INSTALLATION DETAIL




FILTER FABRIC INSTALLATION DETAIL




FILTER FABRIC BURIAL DETAIL

## TYPE A - FILTER FABIC INLET PROTECTION

NOT TO SCALE

Materials
Use filter fabric that conforms to SCDOT standard specifications for highway construction (latest edition). Refer to the silt fence geotextile fabrics Approval Sheet #34.

Use steel posts that meet the following minimum physical requirements:
Be composed of high strength steel with minimum yield strength of 50,000 psi.
Have a standard "T" section with a nominal face width of 1.38–inches and nominal "T" length of 1.48–inches.
Weigh 1.25 pounds per foot (± 8%).
Be painted with a water based baked enamel paint.

Attach fabric to metal posts with heavy–duty plastic ties.

Installation
Excavate a trench 6–inches wide and 6–inches deep around the outside perimeter of the inlet unless the fabric is pneumatically installed.

Extend the filter fabric a minimum of 12–inches into the trench. Backfill the trench with soil or crushed stone and compact over the filter fabric unless the fabric is pneumatically installed.

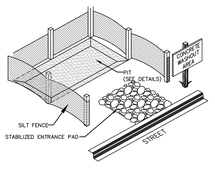
Use steel posts with a minimum post length of 60–inches consisting of standard "T" sections with a weight of 1.25 pounds per foot (±8%). Install the filter fabric to a minimum height of 24–inches above grade. Space the steel posts around the perimeter of the inlet a maximum of 3–feet apart and drive them into the ground a minimum of 24–inches. Cut the filter fabric from a continuous roll to the length of the protected area to avoid the use of joints. When joints are necessary, wrap filter fabric together only at a support post with both ends securely fastened to the post, with a minimum 6–inch overlap.

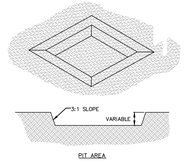
Attach fabric to steel posts with heavy–duty plastic ties.

Attach at least four (4) evenly spaced ties in a manner to prevent sagging or tearing of the fabric. In all cases, affix ties in no less than four (4) places.

Inspection and Maintenance
All sediment and erosion control devices shall be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater. If the fabric becomes clogged, it should be replaced. Sediment should be removed when it reaches approximately 1/3 the height of the fence. Take care not to damage or undercut fabric when removing sediment.If a sump is used, sediment should be removed when it fills approximately 1/3 the depth of the hole. Maintain the pool area, always providing adequate sediment storage volume for the next storm.

Storm drain inlet protection structures should be removed only after the disturbed areas are permanently stabilized. Remove all construction material and sediment, and dispose of them properly. Grade the disturbed area to the elevation of the drop inlet structure crest. Use appropriate permanent stabilization methods to stabilize bare areas around the inlet.



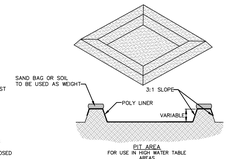

PIT AREA

CONCRETE WASHOUT AND DISPOSAL PROCEDURES:

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

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

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




CONCRETE WASHOUT AREA

CLAYCO
THE ART & SCIENCE OF BUILDING
2199 INNERBELT BUSINESS CENTER DRIVE
ST. LOUIS, MISSOURI 63114
Ph: 314.429.0100 Fx: 314.429.3137

Lamar Johnson Collaborative
2199 INNERBELT BUSINESS CENTER DRIVE
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PH: 314.429.1010

ADC ENGINEERING
7428 BROAD RIVER ROAD SUITE 212
IRMO, SC 29063
803.781.0141
ADCENGINEERING.COM
ADC PROJECT # 21003

SOUTH CAROLINA PROFESSIONAL ENGINEER
ADC ENGINEERING, INC.
No. 00253

STATE OF MISSOURI
REGISTERED PROFESSIONAL ENGINEER
No. 15310
ROBERT BRUCE FORD

06/30/2021

NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

| DRAWING ISSUE | |
|---|---|
| DESCRIPTION | DATE |
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
SEDIMENT AND EROSION CONTROL PLAN

DRAWING NO.
C5.1

Job # 25.002264.000

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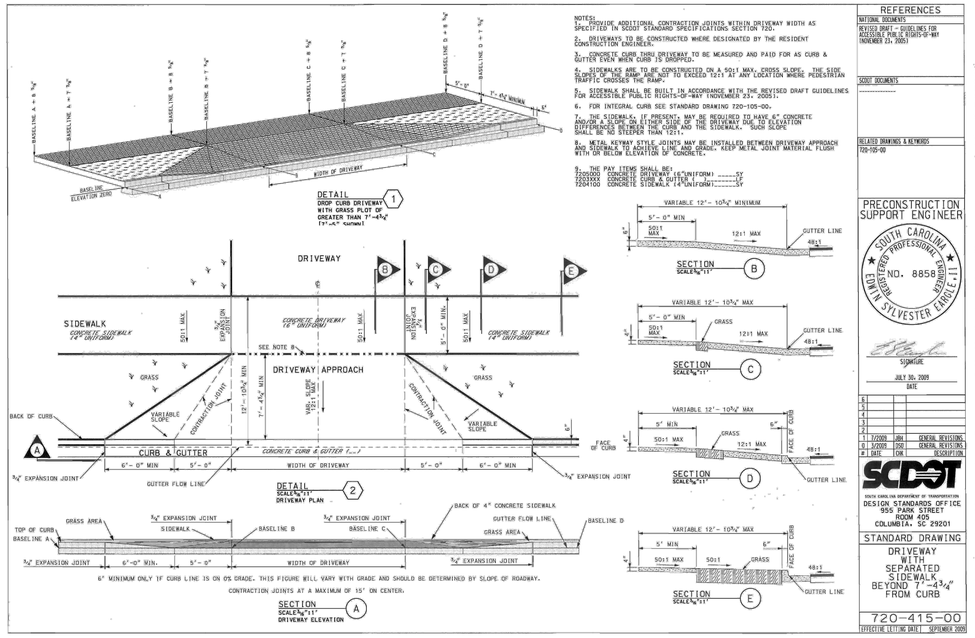



REFERENCES
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REVISED DRAFT – GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY (NOVEMBER 23, 2005)
SCDOT DOCUMENTS
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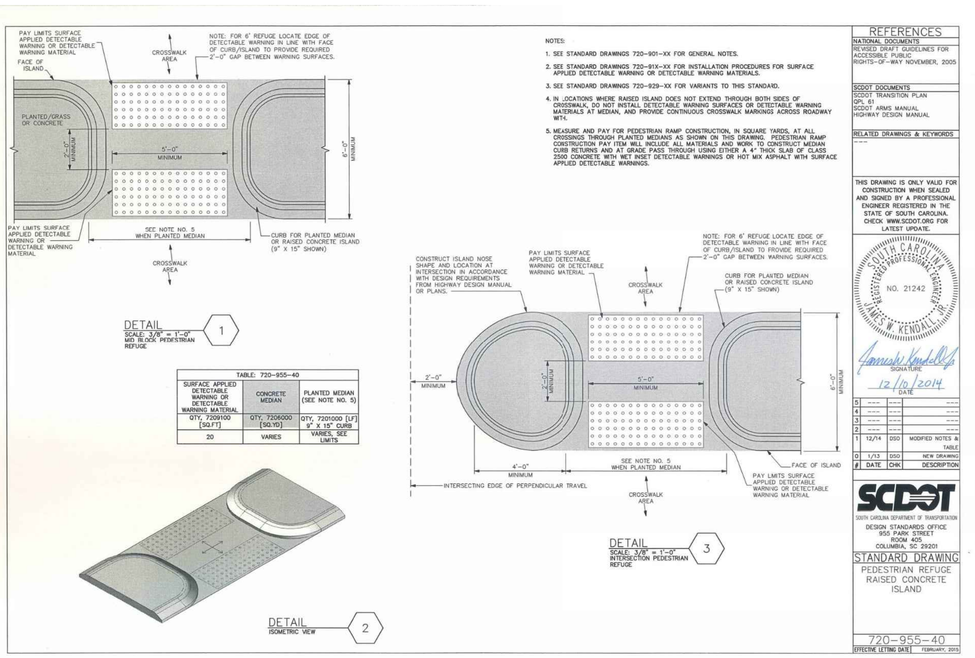
RELATED DRAWINGS & KEYWORDS
720-105-00
PRECONSTRUCTION SUPPORT ENGINEER
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
JAMES W. SYLVESTER EARGLE, III
NO. 8858
SIGNATURE
JULY 30, 2009
DATE
6 | | | |
5 | | | |
4 | | | |
3 | | | |
2 | | | |
1 | 7/2009 | JBH | GENERAL REVISIONS
0 | 3/2005 | JSD | GENERAL REVISIONS
# | DATE | CHK | DESCRIPTION
SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201
STANDARD DRAWING
DRIVEWAY WITH SEPARATED SIDEWALK BEYOND 7'-4½" FROM CURB
720-415-00
EFFECTIVE LETTING DATE | SEPTEMBER 2009


1 C6.1 SCDOT DETAIL 720-415-00

NOT TO SCALE





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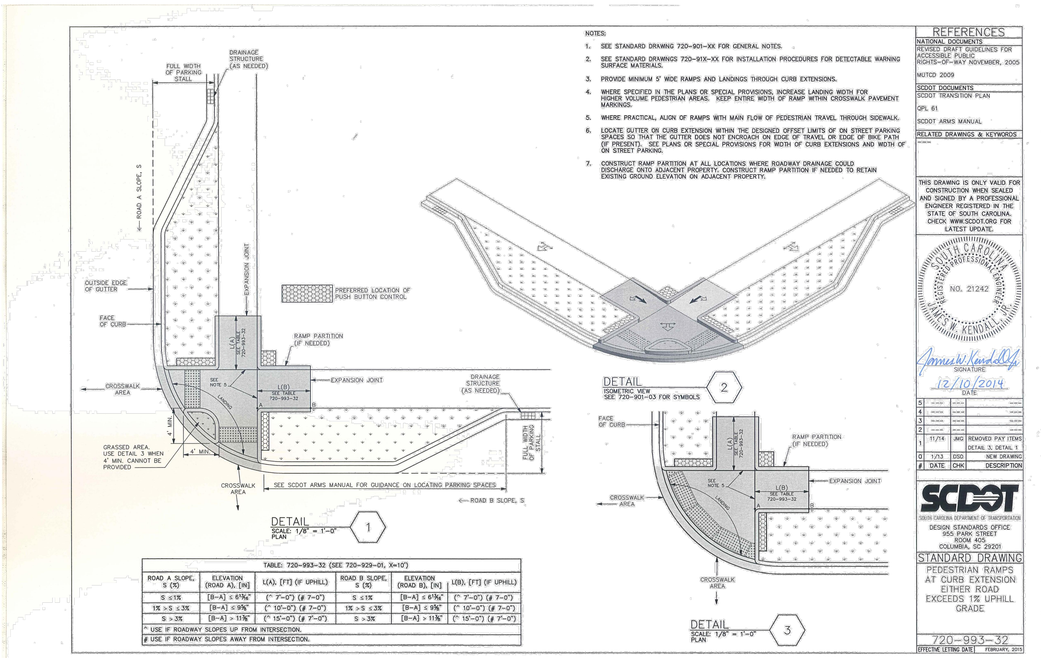
SCDOT DOCUMENTS
SCDOT TRANSITION PLAN
OPL 61
SCDOT ARMS MANUAL
HIGHWAY DESIGN MANUAL
RELATED DRAWINGS & KEYWORDS
---
THIS DRAWING IS ONLY VALID FOR CONSTRUCTION WHEN SEALED AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA. CHECK WWW.SCDOT.ORG FOR LATEST UPDATE.
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
JAMES W. KENDALL
NO. 21242
SIGNATURE
12/10/2014
DATE
5 | ---- | ---- | ----
4 | ---- | ---- | ----
3 | ---- | ---- | ----
2 | ---- | ---- | ----
1 | 12/14 | DSO | MODIFIED NOTES & TABLE
0 | 1/13 | DSO | NEW DRAWING
# | DATE | CHK | DESCRIPTION
SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201
STANDARD DRAWING
PEDESTRIAN REFUGE RAISED CONCRETE ISLAND
720-955-40
EFFECTIVE LETTING DATE | FEBRUARY, 2015


3 C6.1 SCDOT DETAIL 720-955-40

NOT TO SCALE





REFERENCES
NATIONAL DOCUMENTS
REVISED DRAFT GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY NOVEMBER, 2005
MUTCD 2009
SCDOT DOCUMENTS
SCDOT TRANSITION PLAN
OPL 61
SCDOT ARMS MANUAL
RELATED DRAWINGS & KEYWORDS
---
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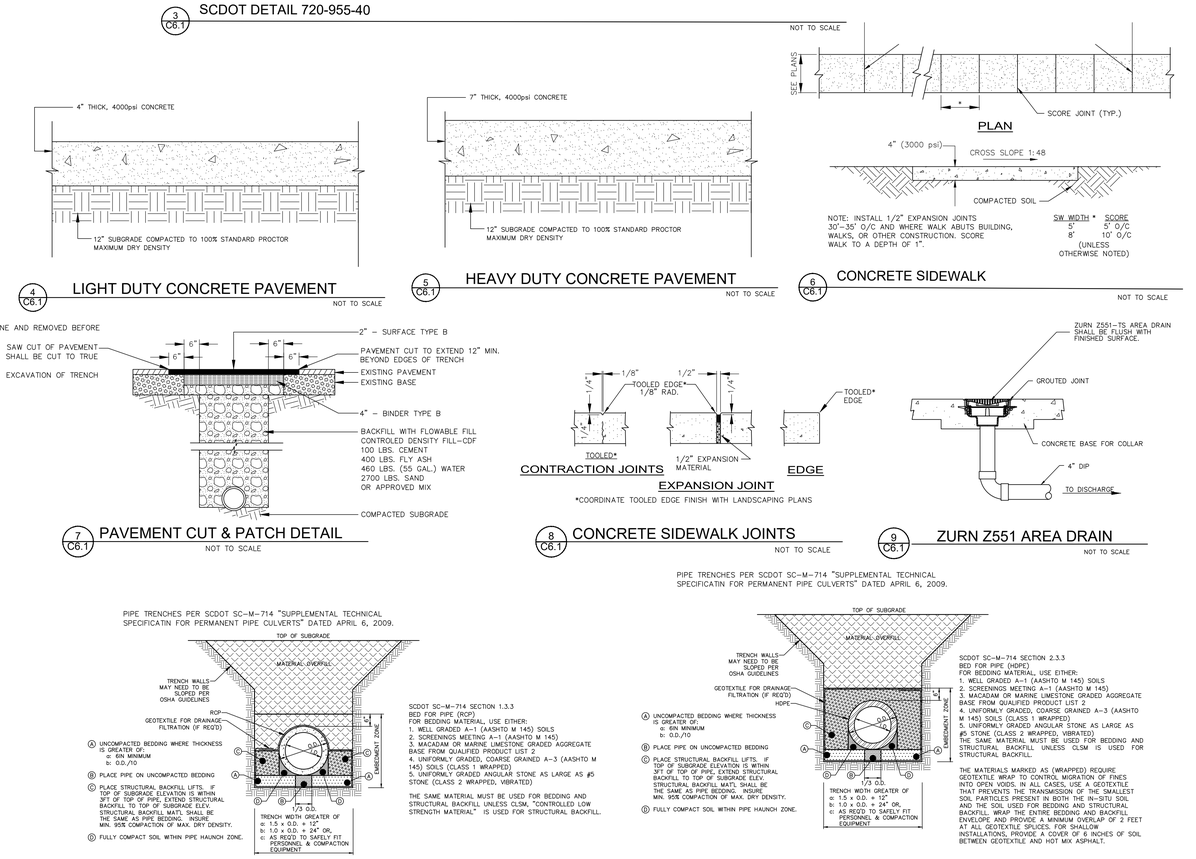
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
JAMES W. KENDALL
NO. 21242
SIGNATURE
12/10/2014
DATE
5 | ---- | ---- | ----
4 | ---- | ---- | ----
3 | ---- | ---- | ----
2 | 11/14 | JMG | REMOVED PAY ITEMS DETAIL 3; DETAIL 5
1 | ---- | ---- | ----
0 | 1/13 | DSO | NEW DRAWING
# | DATE | CHK | DESCRIPTION
SCDOT
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS OFFICE
955 PARK STREET
ROOM 405
COLUMBIA, SC 29201
STANDARD DRAWING
PEDESTRIAN RAMPS AT CURB EXTENSION EITHER ROAD EXCEEDS 1% UPHILL GRADE
720-993-32
EFFECTIVE LETTING DATE | FEBRUARY, 2015


2 C6.1 SCDOT DETAIL 720-993-0320

NOT TO SCALE





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IRMO, SC 29063
803.781.2161
ADCENGINEERING.COM
ADC PROJECT # 21003
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
ADC ENGINEERING, INC.
No. 00253
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NO. 15310
ROBERT BRUCE
06/30/2021


NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

DRAWING ISSUE

| DESCRIPTION | DATE |
|---|---|
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
DETAILS

DRAWING NO.
C6.1

Job # 25.002264.000

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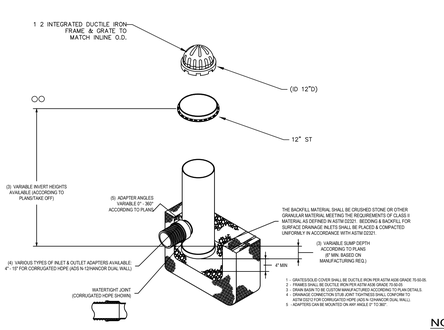
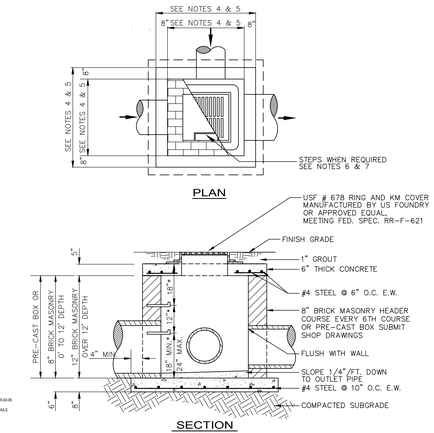
6/18/2021 2:12:55 PM




1 C6.2 NYLOPLAST 10" DRAIN BASIN

NOT TO SCALE

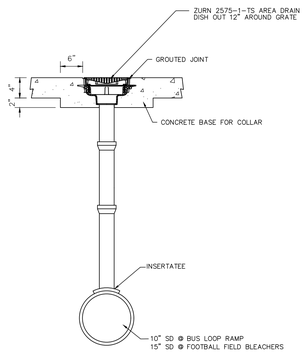



NOTES: * SEE NOTES 6 & 7

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 1-1/2" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'-0" x 3'-0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'-6".
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'-0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

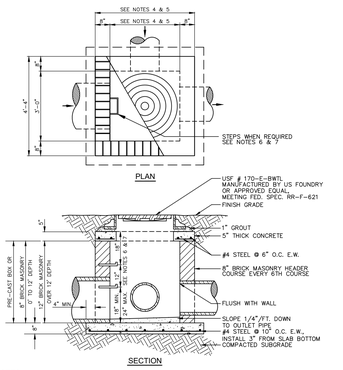
2 C6.2 DROP INLET - 2' x 2' (DI2X2)

NOT TO SCALE




8 C6.2 ZURN Z575 AREA DRAIN

NOT TO SCALE

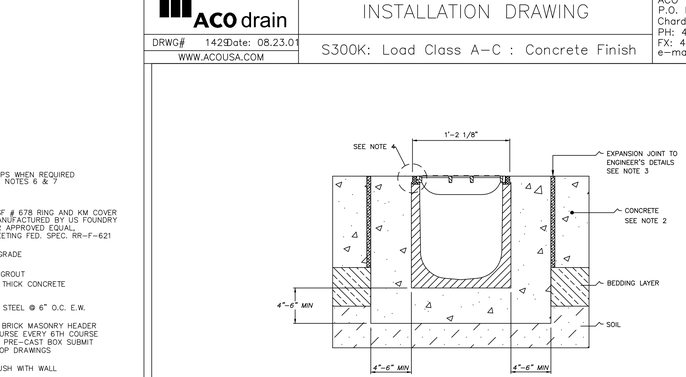



NOTES:

1. ALL CONCRETE SHALL BE 3,000 PSI.
2. ENDS OF ALL PIPES SHALL BE FLUSH WITH INSIDE WALL.
3. ALL STEEL BARS SHALL BE PLACED 3" CLEAR FROM BOTTOM AND SIDES OF SLAB.
4. FOR 15" – 24" I.D. PIPES USE 3'-0" x 3'-0" BOX.
5. FOR PIPES OVER 24" I.D. BOX INSIDE DIMENSIONS SHALL BE PIPE O.D. + 6" EACH SIDE OF PIPE.
6. STEPS CONFORMING TO ASTM C478 SHALL BE REQUIRED WHEN STRUCTURE DEPTH IS GREATER THAN 4'.
7. ALL STEPS SHALL BE PLACED 12" O/C AND PROTRUDE 4" FROM INSIDE FACE OF STRUCTURE WALL.
8. CONCRETE BRICK WALLS SHALL HAVE A 1/4" MORTAR COAT ON INSIDE SURFACE.
9. WALL THICKNESS IS TO BE 12" IF BOX DEPTH EXCEEDS 12'-0".
10. ALL MATERIALS AND CONSTRUCTION ARE TO COMPLY WITH SECTION 720 OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
11. REINFORCED CONCRETE MAY BE SUBSTITUTED FOR BRICK WALLS. REINFORCING TO BE #4 BARS @ 12" E.W.

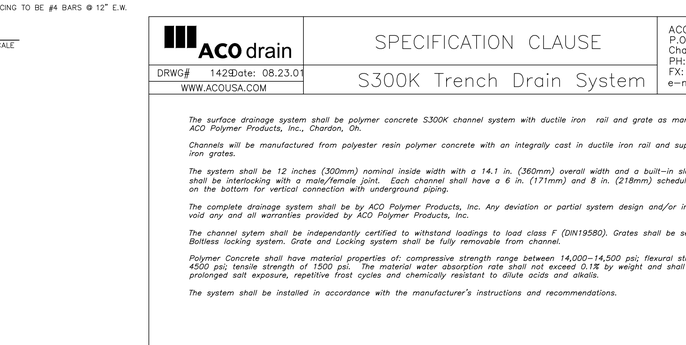
3 C6.2 JUNCTION BOX (JB)

NOT TO SCALE




4 C6.2 TRENCH DRAIN AT LOADING DOCK

N.T.S.





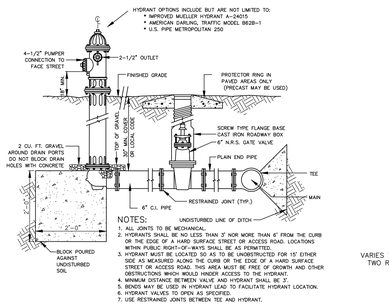


| PIPE DIA. | MAXIMUM |
|---|---|
| "D" | "A" |
| 6" TO 15" | 8" |
| 18" TO 21" | 10" |
| 24" TO 30" | 12" |
| 33" TO 42" | 15" |
| 48" & LARGER | 18" |

NOTE: MAXIMUM TRENCH WIDTH "W" TAKEN AT TOP OF PIPE.

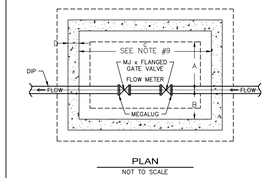
6 C6.2 STANDARD PIPE TRENCH BEDDING

NOT TO SCALE

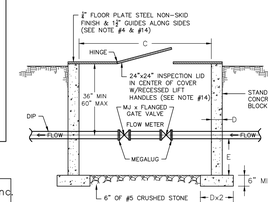



7 C6.2 FIRE HYDRANT

NOT TO SCALE




| METER BOX DIMENSION SCHEDULE | | | | |
|---|---|---|---|---|
| METER SIZE | 4" | 6" | 8" | 10" |
| A | 30" | 36" | 42" | 48" |
| B | 18" | 24" | 28" | 32" |
| C | 8¼" | 95" | 10¼" | 120" |
| D | 6" | 6" | 8" | 8" |
| E | 12" | 12" | 18" | 18" |
| ACCESS DOOR | 24" | 24" | 24" | 24" |

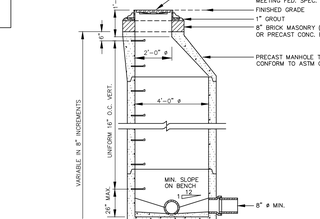



5 C6.2 TYPICAL METER VAULT FOR METERS 4" AND ABOVE

NOT TO SCALE

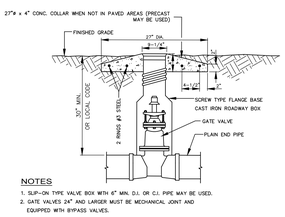
NOTES

1. METER BOXES FOR METERS 4" AND ABOVE SHALL BE SITE CONSTRUCTED OF THE MATERIALS AND TO THE DIMENSIONS SPECIFIED HEREIN.
2. METER BOXES CONSTRUCTED WITHIN THE TRAVELED WAY MUST WITHSTAND HEAVY SUPERIMPOSED LOADS. EACH MUST BE DESIGNED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL ENVIRONMENT IN WHICH IT IS TO BE USED. DETAILS/SHOP DRAWINGS AND DESIGN CALCULATIONS MUST BE SUBMITTED AND APPROVED PRIOR TO INSTALLATION OF THE METER.
3. METER BOXES SHALL BE PROVIDED WITH A COVER FABRICATED FROM ONE FOURTH (1/4") INCH THICK FLOOR PLATE STEEL WITH A NON–SKID SURFACE PRIMED AND PAINTED TO COVER THE ENTIRE BOX. THE COVER MUST HAVE A HINGED 24"x24" INSPECTION LID IN THE CENTER OF THE COVER WITH LIFT HANDLES FOR MANIPULATING THE LID. COVER HANDLES AND HINGE MUST LAY FLAT AND BELOW THE SURFACE OF THE COVER.
4. THE BOX COVER SHALL BE FLUSH WITH THE SURROUNDING GROUND SURFACE AND SHALL HAVE ONE AND A HALF (1–1/2") INCH GUIDES ALONG ADJACENT SIDES TO PREVENT LATERAL MOVEMENT.
5. THE BOX SHALL BE CONSTRUCTED OF STANDARD BRICK, OR CONCRETE BLOCK USING PORTLAND CEMENT MORTAR IN A STANDARD MIXTURE OR BY USING PRECAST CONCRETE.
6. SIX (6") INCHES OF #5 CRUSHED STONE SHALL BE PLACED IN THE BOTTOM OF EACH BOX. SEE "E" FOR MINIMUM CLEARANCE BETWEEN THE TOP OF THE STONE AND THE BOTTOM OF THE PIPE.
7. DUCTILE IRON PIPE MUST RUN COMPLETELY THROUGH THE METER BOX WITHOUT EXPOSED PIPE BELL OR FITTINGS.
8. VALVE WITH BOX SHALL BE INSTALLED BETWEEN METER BOX AND SOURCE WATER MAIN.
9. ALL METER BOXES SHALL HAVE THE DIMENSIONS SHOWN BY THE ABOVE TABLE.
10. METER BOXES FOR METERS TEN (10") INCHES AND ABOVE SHALL BE APPROVED BY THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION.
11. INSTALLATION OF FIRE METERS SHALL BE BY A CITY APPROVED CONTRACTOR.
12. TOUCH PADS TO BE INSTALLED BY THE APPROVED CONTRACTOR.
13. NO UNFLANGES ARE ALLOWED.
14. WHERE POSSIBLE, ALL METER BOXES ARE TO BE LOCATED OUTSIDE PAVED AREAS, SHOULD THE METER BOXES HAVE TO BE LOCATED IN PAVED AREAS OR SIDEWALKS, THE CONTRACTOR SHALL USE A TRAFFIC RATED SLAB AND A 30"x30" ALUMINUM HATCH–RATED H20 LOADING (TOUCH PADS SHALL BE LOCATED ON THE HINGED SIDE OF THE ALUMINUM HATCH).
15. ALL PIPING IS TO BE DISINFECTED WITH CHLORINE IN ACCORDANCE WITH AWWA STANDARDS.
16. A LEN WAIVER MUST BE PROVIDED TO THE CITY PRIOR TO ANY METER BEING INSTALLED.

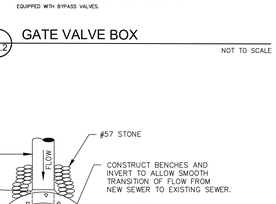



8 C6.2 SANITARY SEWER MANHOLE

NOT TO SCALE

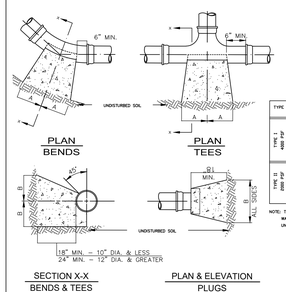



VALVE BOX PROTECTOR RING DETAIL




9 C6.2 GATE VALVE BOX

NOT TO SCALE

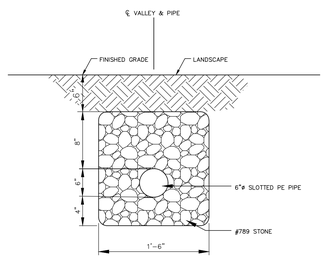



| TYPE | PIPE SIZE | 90° BEND A | 90° BEND B | 45° BEND A | 45° BEND B | 22–1/2° BEND TEE A | 22–1/2° BEND TEE B | PLUG A |
|---|---|---|---|---|---|---|---|---|
| TYPE I 400 PSI 2800 kPa | 6" | 8" | 19" | 6" | 8" | 7" | 9" | 9" |
| | 8" | 10" | 15" | 8" | 10" | 7" | 9" | 9" |
| | 10" | 12" | 14" | 10" | 12" | 8" | 10" | 11" |
| | 12" | 13" | 16" | 12" | 14" | 8" | 11" | 14" |
| | 14" | 21" | 18" | 14" | 16" | 10" | 12" | 16" |
| | 16" | 25" | 20" | 16" | 18" | 11" | 13" | 18" |
| TYPE II 250 PSI 1750 kPa | 4" | 14" | 10" | 9" | 10" | 6" | 8" | 10" |
| | 6" | 22" | 13" | 10" | 13" | 8" | 10" | 13" |
| | 8" | 24" | 17" | 14" | 17" | 10" | 13" | 16" |
| | 10" | 23" | 21" | 16" | 21" | 11" | 16" | 18" |
| | 12" | 25" | 24" | 19" | 24" | 12" | 20" | 22" |
| | 14" | 28" | 27" | 21" | 27" | 16" | 24" | 24" |

NOTE: TABLE BASED ON 100 P.S.I. STATIC PRESSURE PLUS A.W.W.A. WATER HAMMER. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND.

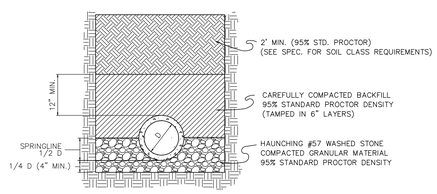
10 C6.2 WATER MAIN THRUST BLOCKS

NOT TO SCALE



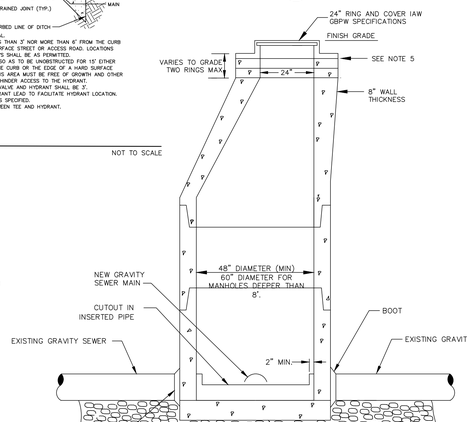

11 C6.2 FRENCH DRAIN @ MECHANICAL YARD

NOT TO SCALE



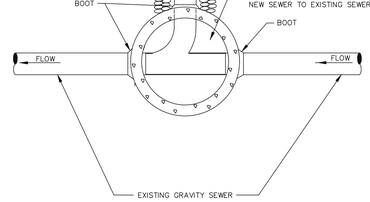

12 C6.2 BEDDING DETAIL FOR SANITARY SEWER LINES

NOT TO SCALE




13 C6.2 DOGHOUSE MANHOLE

NOT TO SCALE




NOTES:

1. ANNULUS BETWEEN SEWER LINE AND MANHOLE SHALL BE GROUTED ON INSIDE AND BOOTED OUTSIDE.
2. MANHOLE AND NEW PIPING SHALL BE CONSTRUCTED AS PER UTILITY STANDARDS, INCLUDING FRAME AND COVER.
3. THE CROWN OF THE NEW GRAVITY SEWER PIPE SHALL MATCH THE CROWN OF THE EXISTING PIPE.
4. THE FRAME AND COVER AND GRADE RINGS SHALL BE SECURED TO THE CONE WITH CONWRAP CS–17.

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ADCENGINEERING.COM
ADC PROJECT # 21053

SOUTH CAROLINA PROFESSIONAL ENGINEER
ADC ENGINEERING INC.
No. 00253
SCOTT ALEXANDER BRUCE
No. 15190
06/30/2021

NGBS SILVER

# THE STANDARD AT COLUMBIA

1401 ASSEMBLY STREET
COLUMBIA, SOUTH CAROLINA 29201

DRAWING ISSUE

| DESCRIPTION | DATE |
|---|---|
| ISSUED FOR PERMIT | 06-30-2021 |

DRAWING TITLE
DETAILS

DRAWING NO.
C6.2

Job # 25.002264.000

6/18/2021 2:12:56 PM

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LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-077**

*Granting an encroachment to Palmetto Garage Works, LLC, for the use of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11*

WHEREAS, Palmetto Garage Works, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1500 block of Gervais Street for the installation and maintenance of sidewalks, landscaping, irrigation, and parking adjacent to 1507, 1513 and 1517 Gervais Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 1500 block of Gervais Street adjacent to 1507, 1513 and 1517 Gervais Street, Richland County TMS#11401-05-13, 11401-05-12, and 11401-05-11, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred fifty five (155') feet in length, four (4) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping with support structures, and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Applicant to work with staff regarding the installation of the street trees and Silva cell support structures.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-077

## 1500 BLOCK OF GERVAIS STREET
## ADJACENT TO 1507, 1513 AND 1517 GERVAIS STREET
## SIDEWALKS, LANDSCAPING, IRRIGATION, AND PARKING

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to 1507, 1513 and 1517 Gervais Street |
| **Council District:** | 2 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping with support structures, irrigation and parking. |
| **Applicant:** | Palmetto Garage Works, LLC |
| **Staff Recommendation:** | Approval. |

| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width one hundred fifty-five (155') feet in length, four (4) on-street parking spaces measuring eight (8') feet in width eighteen (18') feet in length, landscaping with support structures, and irrigation as shown on the attached drawings.<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.<br>8. Applicant to work with staff regarding the installation of the street trees and Silva cell support structures. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street Division** | Recommend approval. |
| **Denny Daniels, Columbia Water Engineering** | Recommend approval. |

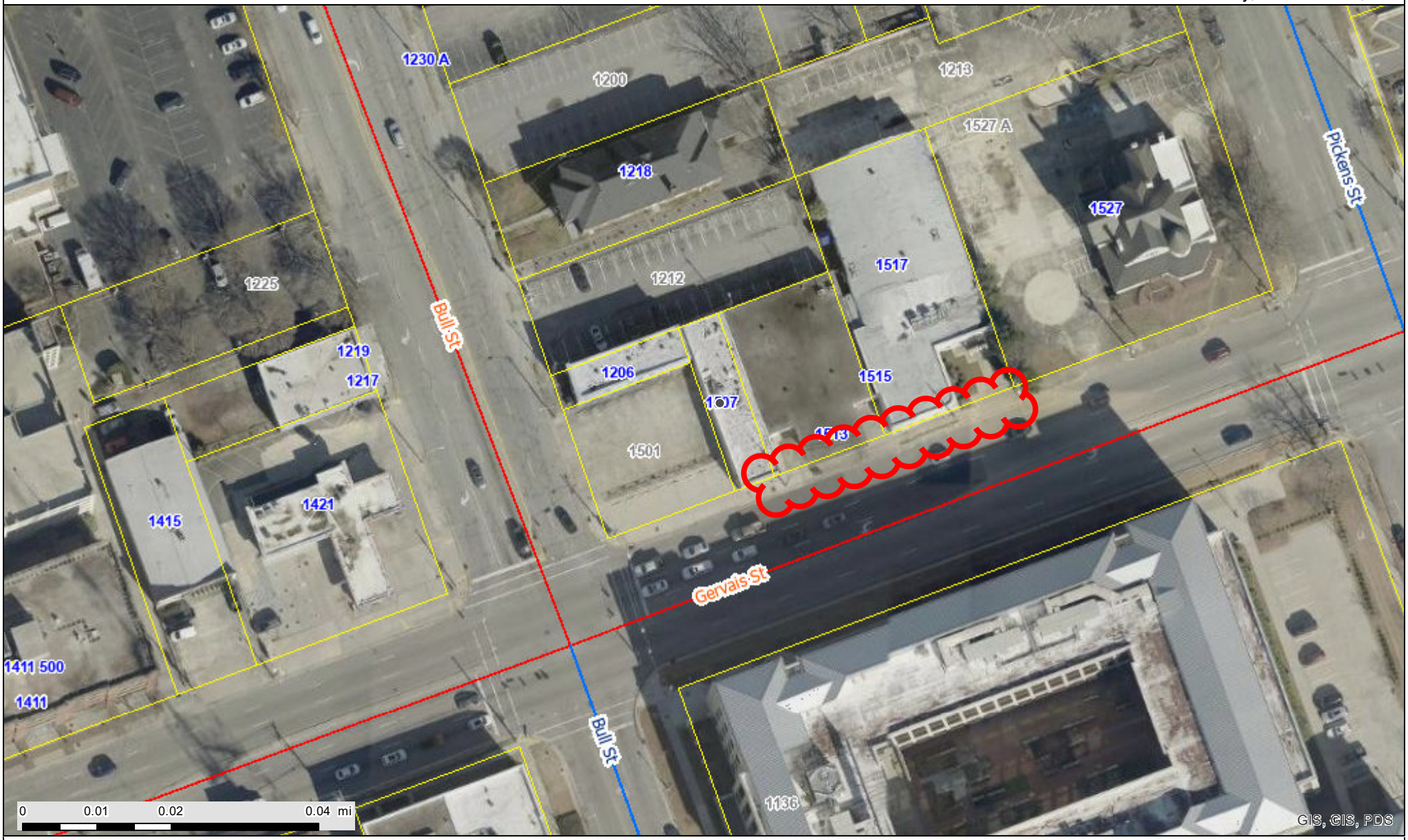
| | |
|---|---|
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |
| **Tori Salvant, Parking Services** | Recommend approval. |

# City of Columbia

## Midas Encroachment

W E S

Wednesday, November 3, 2021




CITY OF COLUMBIA GIS DATA DISCLAIMER

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We Are Columbia

## REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: Property Owner: Palmetto Garage Works, LLC

Business Name/Applicant's Name if different than owner: James Herlong

Contact Information: Telephone Number: 803-233-7206 Fax Number: _____

Mailing address: 2701 Millwood Avenue Columbia, SC 29205 E-mail address: jimmyherlong@gmail.com

Business Name/Development Name for Encroachment:

**Encroachment type:** ____Wall ___Fence ____Columns ____Steps ____Irrigation System x Landscaping x Driveway ____Pavers x Sidewalk/Walkway x Planters ____Awning ____Underground Utilities Other:

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) (See Attached Plans)

Construction material:

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining:

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

| | |
|---|---|
| I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance. | I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance. |
| Name/Title:<br>Date: | Name/Title:<br>Date: |

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

| CONTACT | DEPARTMENT | PHONE | FAX | E-MAIL |
|---|---|---|---|---|
| Johnathan Chambers | Development Services (Land Development) | 803-545-3333 | 803-255-8935 | jechambers@columbiasc.net |
| John Fellows | Development Services (Planning) | 803-545-3222 | 803-733-8647 | jsfellows@columbiasc.net |
| Rachel Bailey | Development Services (Zoning) | 803-545-3332 | 803-733-8647 | rlbailey@columbiasc.net |
| Jerry Thompson | Development Services (Building Inspections) | 803-545-3420 | 803-733-8699 | jlthompson@columbiasc.net |
| Tori Salvant | Development Services (Development Center) | 803-545-3420 | 803-733-8699 | tcsalvant@columbiasc.net |
| Amy Moore | Development Services (Historic Preservation) | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net |
| Lucinda Statler | Development Services (Urban Design) | 803-545-0229 | 803-733-8647 | lsstatler@columbiasc.net |
| Jerry Thompson | Development Services (Commercial Plan Review) | 803-545-3420 | 803-733-8647 | jlthompson@columbiasc.net |
| Scott Holder | Development Services (Landscaping) | 803-545-3218 | 803-255-8935 | jsholder@columbiasc.net |
| Denny Daniels | Utilities & Engineering (Construction Management) | 803-545-3400 | 803-988-8199 | jddaniels@columbiasc.net |
| Robert Anderson | Public Works (Administration) | 803-545-3780 | 803-733-8648 | raanderson@columbiasc.net |
| Robert Sweatt | Public Works (Street Division) | 803-545-3790 | 803-545-3785 | rgsweatt@columbiasc.net |
| David Brewer | Public Works (Traffic Engineering) | 803-545-3850 | 803-733-8648 | ddbrewer@columbiasc.net |
| Caleb King | Public Works (Forestry & Beautification) | 803-545-3860 | 803-733-8648 | cdking@columbiasc.net |
| John Hooks | Public Works (Solid Waste) | 803-545-3800 | 803-733-8648 | jphooks@columbiasc.net |
| Chip Timmons | Risk Management | 803-733-8306 | 803-733-8245 | catimmons@columbiasc.net |
| Kris Scott | Fire Department | 803-545-3736 | 803-401-8839 | cfdkdscott@columbiasc.net |
| Linda Matney | Parking Services | 803-545-3070 | 803-733-8523 | lsmatney@colun |

LR: 1/2017

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NOW OR FORMERLY
Alston Wilkes Associates, Inc.
TMS # 11401-05-17

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-09

EX. PARKING STALL (TYP.)
Fire Hydrant
Asphalt
36" STOP SIGN (R1-1-36)
2' WIDE THERMOPLASTIC WHITE STOP BAR SET 4' FROM EDGE SIDEWALK
Railroad Spike (o)
PROPOSED 8' TALL WOODEN FENCE, TYP.
Overhead Utility Line (Typical)
Brick Wall
Fence 1.5' Inside Prop. Line
Curb Inlet (o)
"X" on Conc. (o)
Water Meter (Typ.)
STOP
R4.5'
22' TYP.
9' TYP.
5'
4" THERMOPLASTIC DOUBLE YELLOW CENTERLINE STRIPING, TYP.
EX. ASPHALT PAVEMENT TO BE SEAL-COATED, TYP.
PARKING LOT (24 SPACES)
TMS # 11401-05-16
0.24 ACRE
PROPOSED HANDICAP SYMBOL AND STRIPING (BLUE), TYP.
PROPOSED 5' WIDE CONCRETE SIDEWALK
PROPOSED HANDICAP SIGN, TYP.
Brick Wall
Brick Column (Typ.)
PROPOSED SCORED CONCRETE SIDEWALK
PROPOSED WHITE STRIPING, TYP.
COMPACT
18'
8'
25.8'
PROPOSED CONCRETE, TYP.
CONCRETE WHEEL-STOP, TYP. (CONTRACTOR SHALL REUSE EXISTING WHEEL-STOPS AND DISCARD REMAINING)
PROPOSED DOOR, TYP.
2'x2' STEPPING STONE, TYP.
TMS # 11401-05-11
0.30 ACRE
ONE STORY STUCCO & BRICK VENEER DWELLING NO. 1517 GERVAIS ST.
10' Easement for Building Maintenance (Per Ref. No. 3)
Guy Wire
Hose Spigot
Utility Pole
Railroad Spike (o)
1/2" Rebar (o)
PROPOSED DOOR, TYP.
"DO NOT ENTER" SIGN AFFIXED TO BUILDING (R5-1)
CONCRETE WHEEL-STOP, TYP. (CONTRACTOR SHALL REUSE EXISTING WHEEL-STOPS AND DISCARD REMAINING)
NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-15
ONE STORY STUCCO & BRICK VENEER BUILDING
ONE STORY METAL SIDING & BRICK VENEER BUILDING NO. 1513 GERVAIS STREET
Concrete Gutter
BULL STREET (U.S. HWY. 76) 100' R/W 30 MPH

LEGEND:
- Drainage Manhole
- Catch Basin
- Catch Basin
- Drop Inlet
- Trench Drain
- Water Meter
- Fire Hydrant
- Irrigation Valve
- Water Valve
- Fire Dept. Connection (FDC)
- Power Meter
- Power Unit
- Power Unit
- Utility Pole
- Wall
- San. Sewer Line (Approx. Loc.)
- Overhead Utility Line
- Guy Wire (Typ.)
- Grease Pit
- Gas Valve
- Gas Meter
- Gas Line Marker
- Tele. Manhole
- Tele. j.b.
- Sign
- Sewer Cleanout
- Sewer Manhole
- Flagpole (Typ.)
- LP Tank
- Light Pole
- Spot Light
- Lamp Post
- Conc. Curb & Gutter
- R.C.P. (Approx. Loc.)

OWNER:
PALMETTO GARAGE WORKS, LLC
CONTACT: JAMES HERLONG, SR.
2701 MILLWOOD AVENUE
COLUMBIA, SC 29205
803.233.7206

ENGINEER:
THE LANDPLAN GROUP SOUTH, INC.
1206 SCOTT STREET
COLUMBIA, SC 29201
803.256.0562

LOT SUMMARY:
TMS# 11401-05-11, 11401-05-12, 11401-05-16
PROPERTY ADDRESS: 1517 & 1513 GERVAIS STREET & 1212 BULL STREET
COLUMBIA, SC 29201
ZONING = C-4
EXISTING LAND USE = COMMERCIAL
PROPOSED LAND USE = AUTO REPAIR SHOP & COMMERCIAL
TOTAL AREA = 0.70 ACRES
DESIGN/DEVELOPMENT DISTRICT: CITY CENTER

PROPOSED PARKING PROVIDED: 24 SPACES
(1 HANDICAP SPACE)
REQUIRED PARKING SPACES:
AUTO REPAIR-3.3 SPACES PER 1,000 SF GFA
OFFICE-3 SPACES PER 1,000 SF GFA (PER APPROVED VARIANCE)

SEWER DISPOSAL = CITY OF COLUMBIA
WATER DISTRIBUTION = CITY OF COLUMBIA

C-4 ZONING REQUIREMENTS:
FRONT BUILDING SETBACK LINE = N/A
SIDE BUILDING SETBACK LINE = 0' OR 3'
REAR BUILDING SETBACK LINE = N/A
MAXIMUM MINIMUM LOT AREA = N/A
MINIMUM LOT WIDTH = N/A
MAX BUILDING HEIGHT = N/A

NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-14
NOW OR FORMERLY
Mike Tillman Fallaw, Jr.
TMS # 11401-05-13
TMS # 11401-05-12
0.16 ACRE
PROPOSED AUTO REPAIR SHOP (±7,000 SF)
(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)
EXISTING OFFICES (±10,940 SF)
(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)
NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-10

PROPOSED DOOR, TYP.
PROPOSED DOOR, TYP.
PROPOSED SCORED CONCRETE SIDEWALK
PROPOSED ORNAMENTAL LIGHT POLE, TYP.
2'X4' TREE PLANTER W/ SILVA-CELLS, TYP. SEE DETAILS
EXISTING CONCRETE SIDEWALK
PROPOSED CONCRETE SIDEWALK
Building Corner
Sign (typ.)
Sewer Cleanout
1 STEP
PROPOSED BLADE SIGNAGE (REFER TO ARCH. PLANS)
PROPOSED SCORED CONC. SIDEWALK, TYP.
Railroad Spike (o)
Brick Wall
Stone Column
PROPOSED ORNAMENTAL LIGHT POLE, TYP.
EXISTING CONCRETE SIDEWALK
Tele. j.b.
16.8'
6'
24'
2.5'
19.8'
42.6'
PROPOSED ORNAMENTAL LIGHT POLE, TYP.
PROPOSED 6" CONCRETE CURB AND 18" GUTTER, TYP.
PROPOSED 6" CONCRETE CURB AND 18" GUTTER, TYP.
Asphalt
2'X4' TREE PLANTER W/ SILVA-CELLS, TYP. SEE DETAILS
PROPOSED 6" CONCRETE CURB AND 18" GUTTER, TYP.
2'X4' TREE PLANTER W/ SILVA-CELLS, TYP. SEE DETAILS
REMOVE EXISTING YELLOW STRIPING AND RE-STRIPE WITH WHITE STRIPING (REMOVE ASSOC. LOADING ZONE SIGN AND REPLACE WITH PARKING METER)

GERVAIS STREET
(U.S. HWY. 76 & 1)
100' R/W 35 MPH

GRID NORTH
0 5 10 20 40
( IN FEET )
1 inch = 10

THE LANDPLAN GROUP SOUTH
LANDSCAPE ARCHITECTURE • ENGINEERING • PLANNING
1206 SCOTT STREET
COLUMBIA, SC 29201
P. 803.256.0562
WWW.LANDPLANSOUTH.COM

SEED ARCHITECTURE
www.SeedArchitect.com
1612 Marion St. Suite 312
Columbia, SC 29201
803.727.2098

RENOVATION & ADDITION
PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201
LAYOUT PLAN
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

C4.0

JOB # XXXXX/LPGS#1026
DATE 10/30/20

REVISIONS

| | |
|---|---|
| 6/26/19 | City Comments |
| 3/16/21 | Per SCDOT |
| 5/21/21 | City Comments |
| 6/8/21 | Per SCDOT |
| 7/26/21 | City Comments |

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NOW OR FORMERLY
Alston Wilkes Associates, Inc.
TMS # 11401-05-17

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-09

EX. PARKING STALL (TYP.)
Fire Hydrant
Asphalt
EX. CURB AND GUTTER TO BE SAW-CUT AND REMOVED
Ex. Conc. Curb & Gutter (Typ.)
Railroad Spike (o)
SAW-CUT AND REMOVE PAVEMENT (SEE LAYOUT PLAN)
Chain-link Fence (Typ.)
174.08'
N69°51'43"E
CHAIN-LINK FENCE TO BE REMOVED
Overhead Utility Line (Typical)
Brick Wall
Fence 1.5' Inside Prop. Line
N69°51'43"E
1.45'
Concrete (Typ.)
81.55'
N69°13'51"E
"X" on Conc (o)
163.03'
N69°28'24"E
To 1/2" Rebar (o)
Building Along or Near Prop. Line
PORTION OF EX. CONCRETE TO BE REMOVED (SEE LAYOUT PLAN)
Downspout
Water Meter (Typ.)
PROPERTY LINE TO BE ABANDONED
EX. PLANTS TO BE REMOVED
WOODEN PLANTER TO BE REMOVED
Brick Wall
Brick Column (Typ.)
EX. CONCRETE DRIVE/SIDEWALK TO BE SAW-CUT AND REMOVED
N20°27'44"W
59.08'
BULL STREET
(U.S. HWY. 76)
100' R/W 30 MPH
Asphalt
TMS # 11401-05-16
0.24 ACRE
N21°46'08"W
58.93'
Conc. 0.6' Inside Prop. Line
Wood Planter (Along or Near Prop. Line)
Downspout
SAW-CUT AND REMOVE PAVEMENT (SEE LAYOUT PLAN)
SAW-CUT AND REMOVE PAVEMENT (SEE LAYOUT PLAN)
EX. CURB AND GUTTER TO BE SAW-CUT AND REMOVED
WOODEN PLANTER TO BE REMOVED
Downspout
Downspout
Downspout
TMS # 11401-05-11
0.30 ACRE
Guy Wire
Building Along or Near Prop. Line
72.25'
S68°46'17"W
EX. PLANTS TO BE REMOVED
EX. FENCE TO BE REMOVED
ONE STORY STUCCO & BRICK VENEER DWELLING NO. 1517 GERVAIS ST.
S69°48'17"W
105.17'
Railroad Spike (o)
Hose Spigot
Utility Pole
PROPERTY LINE TO BE ABANDONED
Downspout
1/2" Rebar (o)
A.C.
EX. HVAC UNITS TO BE REMOVED/RELOCATED, TYP.
Irrigation Box
EX. IRRIGATION BOX AND VALVE TO BE REMOVED, TYP.
Irrigation Valve
Downspout
Downspout
Concrete Gutter
Concrete (Typ.)
CHAIN-LINK FENCE TO BE REMOVED
Building Along or Near Prop. Line
NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-15
Building Along or Near Prop. Line
ONE STORY STUCCO & BRICK VENEER BUILDING
Party Wall (Approx. Loc.)
ONE STORY METAL SIDING & BRICK VENEER BUILDING NO. 1513 GERVAIS STREET
Party Wall (Approx. Loc.)
EX. ROOF COLLECTOR AND DOWNSPOUT(S) TO BE REMOVED AND RELOCATED, TYP. (REFER TO PLUMBING PLAN)
NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-10
159.51'
S20°27'29"E
TMS # 11401-05-12
0.16 ACRE
NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-14
NOW OR FORMERLY
Mike Tillman Fallaw, Jr.
TMS # 11401-05-13
N20°21'30"W
101.36'
PROPERTY LINE TO BE ABANDONED
N20°37'06"W
99.75'
WATER METERS TO BE RELOCATED AS NECESSARY, TYP. (CONTRACTOR SHALL COORDINATE WORK WITH UTILITY PROVIDER)
EX. ROOF COLLECTOR AND DOWNSPOUT(S) TO BE REMOVED AND RELOCATED, TYP. (REFER TO PLUMBING PLAN)
EX. ROOF COLLECTOR AND DOWNSPOUT(S) TO BE REMOVED AND RELOCATED, TYP. (REFER TO PLUMBING PLAN)
BUILDING OVERHANG TO BE REMOVED (REFER TO ARCHITECTURAL PLANS)
Concrete Storm Drainage Trench (Along or Near Prop. Line/Discharges @ curb onto Gervais Street.)
Downspout
Building Along/Near Prop. Line
Covered Area/Eave (Typ.)
Gas Meter
Downspout
EX. PLANTS TO BE REMOVED
Building Along/Near Prop. Line
Exposed 4" PVC Pipe (Typ.)
GAS METER, PORTION OF GAS LINE AND VALVE TO BE RELOCATED AS NECESSARY, TYP. (CONTRACTOR SHALL COORDINATE WORK WITH UTILITY PROVIDER)
Covered Area/Eave (Typ.)
Brick Wall
CONCRETE WALL TO BE REMOVED
Concrete Wall
BUILDING OVERHANG TO BE REMOVED (REFER TO ARCHITECTURAL PLANS)
Concrete (Typ.)
Building 0.9' Outside Prop. Line
EX. PLANTS TO BE REMOVED
EX. CONCRETE TO BE REMOVED
Stone Column
Building Corner
CONCRETE TO BE REMOVED, TYP.
Gas Valve
Railroad Spike (o)
81.37'
S69°49'47"W
Railroad Spike (o)
70.68'
S69°19'59"W
Concrete (Typ.)
Sign (Typ.)
Sewer Cleanout
Tele. j.b.
EX. CONCRETE SIDEWALK TO BE SAW-CUT AND REMOVED
EX. CURB AND GUTTER TO BE SAW-CUT AND REMOVED
EX. PARALLEL SPACE STRIPING AND PARKING METER TO BE REMOVED
EX. CURB AND GUTTER TO BE SAW-CUT AND REMOVED
Building 1.0' Outside Prop. Line
Asphalt
EX. CONCRETE SIDEWALK TO BE SAW-CUT AND REMOVED
EX. CONCRETE CURB AND GUTTER TO BE SAW-CUT AND REMOVED
Metal Plate (Over Trench)
REMOVE EXISTING YELLOW STRIPING AND RE-STRIPE WITH WHITE STRIPING (REMOVE ASSOC. LOADING ZONE SIGN AND REPLACE WITH PARKING METER)
GERVAIS STREET
(U.S. HWY. 76 & 1)
100' R/W 35 MPH

LEGEND:

| | |
|---|---|
| Drainage Manhole | Grease Pit |
| Catch Basin | Gas Valve |
| Catch Basin | Gas Meter |
| Drop Inlet | Gas Line Marker |
| Trench Drain | Tele. Manhole |
| Water Meter | Tele. j.b. |
| Fire Hydrant | Sign |
| Irrigation Valve | Sewer Cleanout |
| Water Valve | Sewer Manhole |
| Fire Dept. Connection | Flagpole (Typ.) |
| Power Meter | LP Tank |
| Power Unit | Light Pole |
| Power Unit | Spot Light |
| Utility Pole | Lamp Post |
| Wall | Conc. Curb & Gutter |
| San. Sewer Line (Approx. Loc.) | |
| R.C.P. (Approx. Loc.) | |
| Overhead Utility Line | |
| Guy Wire (Typ.) | |

OWNER:
PALMETTO GARAGE WORKS, LLC
CONTACT: JAMES HERLONG, SR.
2701 MILLWOOD AVENUE
COLUMBIA, SC 29205
803.233.7206

ENGINEER:
THE LANDPLAN GROUP SOUTH, INC.
1206 SCOTT STREET
COLUMBIA, SC 29201
803.256.0562

LOT SUMMARY:
TMS# 11401-05-11, 11401-05-12, 11401-05-16
PROPERTY ADDRESS: 1517 & 1513 GERVAIS STREET & 1212 BULL STREET
COLUMBIA, SC 29201
ZONING = C-4
EXISTING LAND USE = COMMERCIAL
PROPOSED LAND USE = AUTO REPAIR SHOP & COMMERCIAL
TOTAL AREA = 0.70 ACRES
DESIGN/DEVELOPMENT DISTRICT: CITY CENTER

PROPOSED PARKING PROVIDED: 24 SPACES
(1 HANDICAP SPACE)
REQUIRED PARKING SPACES:
AUTO REPAIR-3.3 SPACES PER 1,000 SF GFA
OFFICE-3 SPACES PER 1,000 SF GFA (PER APPROVED VARIANCE)

SEWER DISPOSAL = CITY OF COLUMBIA
WATER DISTRIBUTION = CITY OF COLUMBIA

C-4 ZONING REQUIREMENTS:
FRONT BUILDING SETBACK LINE = N/A
SIDE BUILDING SETBACK LINE = 0' OR 3'
REAR BUILDING SETBACK LINE = N/A
MAXIMUM MINIMUM LOT AREA = N/A
MINIMUM LOT WIDTH = N/A
MAX BUILDING HEIGHT = N/A

0 5 10 20 40
( IN FEET )
1 inch = 10

SEED ARCHITECTURE
www.SeedArchitect.com
1612 Marion St. Suite 312
Columbia, SC 29201
803.727.2098

RENOVATION & ADDITION
PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201

DEMOLITION PLAN
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

C3.0

JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS
7/26/21 City Comments

DATE

THE LANDPLAN GROUP SOUTH
LANDSCAPE ARCHITECTURE • ENGINEERING • PLANNING
1206 SCOTT STREET
COLUMBIA, SC 29201
P. 803.256.0562
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NOW OR FORMERLY
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TMS # 11401-05-17

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-09

EX. PARKING STALL (TYP.)
Fire Hydrant
Asphalt
Concrete (Typ.)
Ex. Conc. Curb & Gutter (Typ.)
Chain-link Fence (Typ.)
174.08'
N69°51'43"E
Overhead Utility Line (Typical)
Brick Wall
Fence 1.5' Inside Prop. Line
N69°51'43"E
1.45'
Concrete (Typ.)
81.55'
N69°13'51"E
163.03'
N69°28'24"E
To 1/2" Rebar (o)
3.8'
1.0'
Building Along or Near Prop. Line
Water Meter (Typ.)
Asphalt
TMS # 11401-05-16
0.24 ACRE
N21°46'08"W
58.93'
Downspout
Brick Wall
Brick Column (Typ.)
Conc. 0.6' Inside Prop. Line
Wood Planter (Along or Near Prop. Line)
Downspout
Downspout
Downspout
TMS # 11401-05-11
0.30 ACRE
ONE STORY STUCCO & BRICK VENEER DWELLING NO. 1517 GERVAIS ST.
Building Along or Near Prop. Line
70.25'
S69°48'17"W
Hose Spigot
Guy Wire
Utility Pole
Downspout
A.C.
Concrete Gutter
10' Easement for Building Maintenance
(Per Ref. No. 3)
S69°48'17"W
105.17'
Building Along or Near Prop. Line
NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-15
Building Along or Near Prop. Line
ONE STORY STUCCO & BRICK VENEER BUILDING
Party Wall (Approx. Loc.)
ONE STORY METAL SIDING & BRICK VENEER BUILDING NO. 1513 GERVAIS STREET
Party Wall (Approx. Loc.)
Downspout
Downspout
159.9'
Concrete (Typ.)
NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-10
159.51'
S20°27'29"E
2.1'
Concrete Storm Drainage Trench (Along or Near Prop. Line/Discharges @ curb onto Gervais Street.)
NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-14
NOW OR FORMERLY
Mike Tillman Fallaw, Jr.
TMS # 11401-05-13
N20°21'30"W
101.36'
99.7'
TMS # 11401-05-12
0.16 ACRE
N20°37'06"W
99.75'
70.9'
79.3'
Building Along/Near Prop. Line
Downspout
Covered Area/Eave (Typ.)
Gas Meter
Downspout
Exposed 4" PVC Pipe (Typ.)
Building Along/Near Prop. Line
Covered Area/Eave (Typ.)
Brick Wall
Concrete Wall
Concrete (Typ.)
Building 0.9' Outside Prop. Line
Stone Column
0.9'
0.5'
70.68'
S69°19'59"W
81.37'
S69°49'47"W
Gas Valve
PK Nail (o)
Concrete (Typ.)
Sign (Typ.)
Sewer Cleanout
Tele. j.b.
Building 1.0' Outside Prop. Line
Asphalt
Metal Plate (Over Trench)
EX. CONC. CURB & GUTTER (TYP.)
GERVAIS STREET
(U.S. HWY. 76 & 1)
100' R/W 35 MPH
BULL STREET
(U.S. HWY. 76)
100' R/W 30 MPH
N20°27'44"W
59.08'

LEGEND:

| | |
|---|---|
| Drainage Manhole | Grease Pit |
| Catch Basin | Gas Valve |
| Catch Basin | Gas Meter |
| Drop Inlet | Gas Line Marker |
| Trench Drain | Tele. Manhole |
| Water Meter | Tele. j.b. |
| Fire Hydrant | Sign |
| Irrigation Valve | Sewer Cleanout |
| Water Valve | Sewer Manhole |
| Fire Dept. Connection (FDC) | Flagpole (Typ.) |
| Power Meter | LP Tank |
| Power Unit | Light Pole |
| Power Unit | Spot Light |
| Utility Pole | Lamp Post |
| Wall | Conc. Curb & Gutter |
| San. Sewer Line (Approx. Loc.) | |
| R.C.P. (Approx. Loc.) | |
| Overhead Utility Line | |
| Guy Wire (Typ.) | |

GRID NORTH
0 5 10 20 40
( IN FEET )
1 inch = 10

THE LANDPLAN GROUP SOUTH
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NORTH CAROLINA
THE LANDPLAN GROUP SOUTH, PC
No. 3002
SOUTH CAROLINA

Brent C. Brunswick
No. 32118
REGISTERED LANDSCAPE ARCHITECT

RENOVATION & ADDITION
**PROPOSED AUTO REPAIR SHOP**
1517 GERVAIS STREET, COLUMBIA, SC 29201

**EXISTING CONDITIONS**
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

**C2.0**

JOB # XXXXX/LPGS#1026
DATE 10/30/20
REVISIONS

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Department Foundation
TMS # 11401-05-09

BULL STREET
(U.S. HWY. 76)
100' R/W 30 MPH

Asphalt

EX PARKING

Fire Hydrant

Water Meter (Typ.)

STEEL EDGING; TYP.

60' TREE RADIUS; TYP.

Overhead Utility Line (Typical)

Brick Wall

Fence 1.5' Inside Prop. Line

TMS # 11401-05-16
0.24 ACRE

10' Easement for Building Maintenance
(Per Ref. No. 3)

Hose Spigot

2'x2' STEPPING STONE, TYP.

TMS # 11401-05-11
0.30 ACRE

ONE STORY STUCCO & BRICK VENEER DWELLING NO. 1517 GERVAIS ST.

Brick Wall

Brick Column (Typ.)

Concrete Gutter

NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-15

ONE STORY STUCCO & BRICK VENEER BUILDING

ONE STORY METAL SIDING & BRICK VENEER BUILDING NO. 1513 GERVAIS STREET

NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-14

NOW OR FORMERLY
Mike Tillman Fallaw, Jr.
TMS # 11401-05-13

TMS # 11401-05-12
0.16 ACRE

PROPOSED
AUTO REPAIR SHOP
(±7,000 SF)

(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)

EXISTING OFFICES
(±10,940 SF)

(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-10

Brick Wall

Stone Column

Tele j.b.

Asphalt

EX. CONC. CURB & GUTTER (TYP.)

SIGNAGE VIEW CORRIDOR

GERVAIS STREET
(U.S. HWY. 76 & 1)
100' R/W 35 MPH

0 5 10 20 40
( IN FEET )
1 inch = 10

GRID NORTH

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NORTH CAROLINA
THE LANDPLAN GROUP SOUTH, PA
No. 3082
REGISTERED LANDSCAPE ARCHITECT

Brad C. Burgess
No. 32109
REGISTERED LANDSCAPE ARCHITECT

RENOVATION & ADDITION
**PROPOSED AUTO REPAIR SHOP**
1517 GERVAIS STREET, COLUMBIA, SC 29201

**LANDSCAPE PLAN**
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

**C7.0**

JOB # XXXXX/LPGS#1026
DATE 10/30/20

REVISIONS

| | |
|---|---|
| 6/26/20 | City Comments |
| 3/16/21 | Per SCDOT |

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TMS # 11401-05-17

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-09

EX. PARKING STALL (TYP.)

Asphalt

Fire Hydrant

Railroad Spike (o)

Overhead Utility Line (Typical)

Brick Wall

Fence 1.5' Inside Prop. Line

Curb Inlet (o)

"X" on Conc. (o)

Water Meter (Typ.)

BULL STREET
(U.S. HWY. 76)
100' R/W 30 MPH

TMS # 11401-05-16
0.24 ACRE

289' TO EXISTING FIRE HYDRANT

10' Easement for Building Maintenance
(Per Ref. No. 3)

Railroad Spike (o)

Hose Spigot

Guy Wire

Utility Pole

1/2" Rebar (o)

NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-15

ONE STORY
STUCCO & BRICK
VENEER BUILDING

ONE STORY METAL
SIDING & BRICK
VENEER BUILDING NO.
1513 GERVAIS STREET

TMS # 11401-05-11
0.30 ACRE

ONE STORY STUCCO &
BRICK VENEER DWELLING
NO. 1517 GERVAIS ST.

Brick Wall

Brick Column (Typ.)

Concrete Gutter

LEGEND:

- Drainage Manhole
- Catch Basin
- Catch Basin
- Drop Inlet
- Trench Drain
- Water Meter
- Fire Hydrant
- Irrigation Valve
- Water Valve
- Fire Dept. Connection (FDC)
- Power Meter
- Power Unit
- Power Unit
- Utility Pole
- Wall
- San. Sewer Line (Approx. Loc.)
- Overhead Utility Line
- Guy Wire (Typ.)
- Grease Pit
- Gas Valve
- Gas Meter
- Gas Line Marker
- Tele. Manhole
- Tele. j.b.
- Sign
- Sewer Cleanout
- Sewer Manhole
- Flagpole (Typ.)
- LP Tank
- Light Pole
- Spot Light
- Lamp Post
- Conc. Curb & Gutter
- R.C.P. (Approx. Loc.)

NOW OR FORMERLY
University of South Carolina
Department Foundation
TMS # 11401-05-10

EXISTING OFFICES
(±10,940 SF)

(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)

TMS # 11401-05-12
0.16 ACRE

PROPOSED
AUTO REPAIR SHOP
(±7,000 SF)

(REFER TO ARCHITECTURAL/STRUCTURAL PLANS)

160' TO EXISTING FIRE HYDRANT

NOW OR FORMERLY
Joseph B. Rosen
TMS # 11401-05-14

NOW OR FORMERLY
Mike Tillman Fallaw, Jr.
TMS # 11401-05-13

EXISTING WATER METER TO REMAIN
(REFER TO PLUMBING PLANS FOR
CONNECTION TO BUILDING)

EXISTING SEWER SERVICE TO REMAIN
(REFER TO PLUMBING PLANS FOR
CONNECTION TO PROPOSED BUILDING)

PROPOSED OIL/WATER SEPARATOR TO BE LOCATED
INSIDE AUTO REPAIR SHOP. DESIGN BY OTHERS. (REFER
TO PLUMBING PLANS FOR DETAILS AND CONNECTION)

REFER TO MECH. PLANS FOR EX. GAS
SERVICE CONNECTION TO PROPOSED
BUILDING AND METER LOCATION

EXISTING WATER METER TO REMAIN
(REFER TO PLUMBING PLANS FOR
CONNECTION TO BUILDING)

Brick Wall

EXISTING SEWER SERVICE TO REMAIN
(REFER TO PLUMBING PLANS FOR
CONNECTION TO BUILDING)

Stone Column

Building Corner

Railroad Spike (o)

Railroad Spike (o)

Sign (Typ.)

Sewer Cleanout

Tele. j.b.

Asphalt

EX. CONC. CURB &
GUTTER (TYP.)

GERVAIS STREET
(U.S. HWY. 76 & 1)
100' R/W 35 MPH

OWNER:
PALMETTO GARAGE WORKS, LLC
CONTACT: JAMES HERLONG, SR.
2701 MILLWOOD AVENUE
COLUMBIA, SC 29205
803.233.7206

ENGINEER:
THE LANDPLAN GROUP SOUTH, INC.
1206 SCOTT STREET
COLUMBIA, SC 29201
803.256.0562

LOT SUMMARY:
TMS# 11401-05-11, 11401-05-12, 11401-05-16
PROPERTY ADDRESS: 1517 & 1513 GERVAIS STREET
& 1212 BULL STREET
COLUMBIA, SC 29201
ZONING = C-4
EXISTING LAND USE = COMMERCIAL
PROPOSED LAND USE = AUTO REPAIR SHOP & COMMERCIAL
TOTAL AREA = 0.70 ACRES
DESIGN/DEVELOPMENT DISTRICT: CITY CENTER

PROPOSED PARKING PROVIDED: 24 SPACES
(1 HANDICAP SPACE)
REQUIRED PARKING SPACES:
AUTO REPAIR-3.3 SPACES PER 1,000 SF GFA
OFFICE-3 SPACES PER 1,000 SF GFA (PER APPROVED VARIANCE)

SEWER DISPOSAL = CITY OF COLUMBIA
WATER DISTRIBUTION = CITY OF COLUMBIA

C-4 ZONING REQUIREMENTS:
FRONT BUILDING SETBACK LINE = N/A
SIDE BUILDING SETBACK LINE = 0' OR 3'
REAR BUILDING SETBACK LINE = N/A
MAXIMUM MINIMUM LOT AREA = N/A
MINIMUM LOT WIDTH = N/A
MAX BUILDING HEIGHT = N/A

GRID NORTH

0 5 10 20 40
( IN FEET )
1 inch = 10

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RENOVATION & ADDITION
**PROPOSED AUTO REPAIR SHOP**
1517 GERVAIS STREET, COLUMBIA, SC 29201

**UTILITY PLAN (WATER/SEWER)**
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

**C8.0**

JOB # XXXXX/LPGS#1026
DATE 10/30/20

REVISIONS
3/16/21 Per SCDOT

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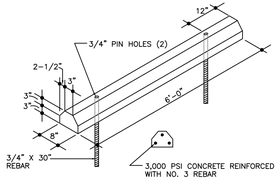
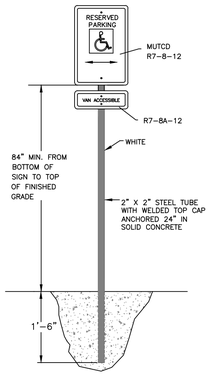
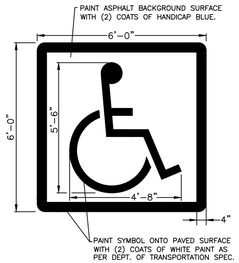


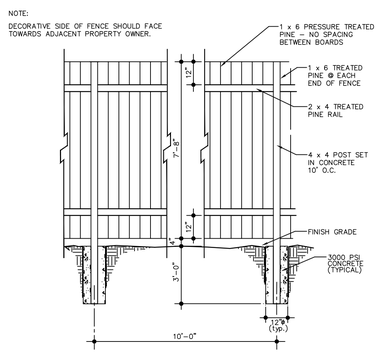

CONCRETE PARKING BLOCK DETAIL
NOT TO SCALE



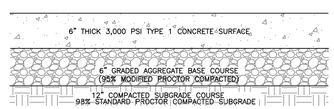

ADA SIGN DETAIL
NOT TO SCALE




ADA PARKING SYMBOL DETAIL
NOT TO SCALE

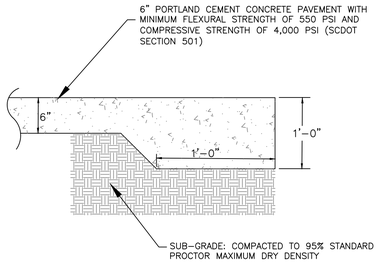



8' TALL WOOD SCREEN FENCE DETAIL
NOT TO SCALE

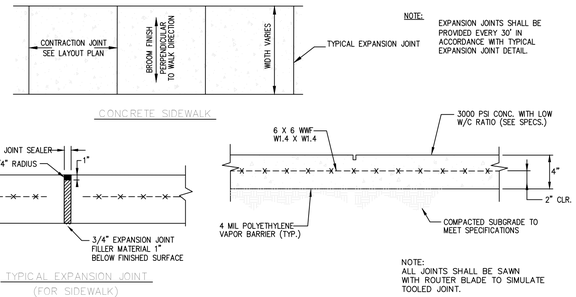



NOTE:
1. ALL SECTIONS SHALL MEET SCDOT STANDARD SPECIFICATIONS.
2. ALL CONCRETE JOINTS TO MEET ACI STANDARDS

CONCRETE PAVEMENT SECTION (DRIVEWAY ACCESS WITHIN SCDOT R/W)
NOT TO SCALE




CONCRETE KEY DETAIL
NOT TO SCALE

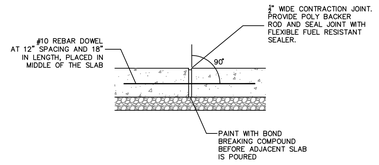



NOTE:
EXPANSION JOINTS SHALL BE PROVIDED EVERY 30' IN ACCORDANCE WITH TYPICAL EXPANSION JOINT DETAIL.

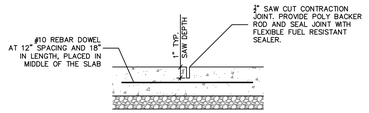
NOTE:
ALL JOINTS SHALL BE SAWN WITH ROUTER BLADE TO SIMULATE TOOLED JOINT.

NOTES:
1. CONCRETE SCORING 5' O.C. AND EXPANSION JOINTS AT 30' O.C.
2. SIDEWALK CROSS SLOPE BE NO STEEPER THAN 1:48 AND SHALL MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (SECTION 403.3)
3. ALL SECTIONS SHALL MEET SCDOT STANDARD SPECIFICATIONS.
4. ALL CONCRETE JOINTS TO MEET ACI STANDARDS

SIDEWALK DETAIL
NOT TO SCALE

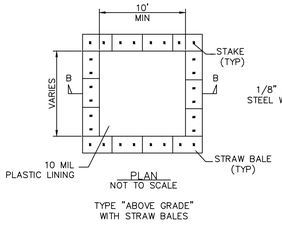



CONCRETE TRANSVERSE CONTRACTION JOINT DETAIL
NOT TO SCALE



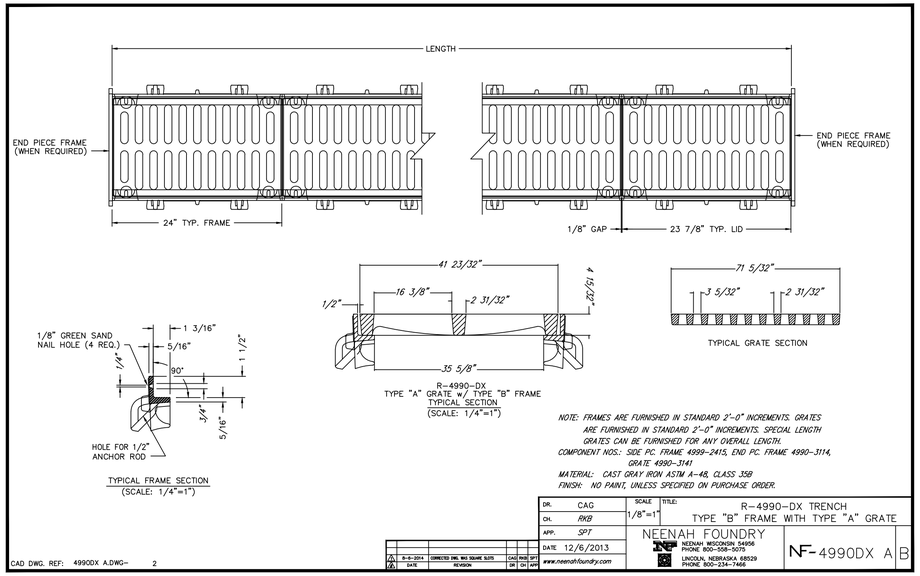

NOTE: DOWELS AND TIE BARS MUST BE CAREFULLY ALIGNED AND SUPPORTED DURING CONCRETING OPERATIONS. MISALIGNED DOWELS CAUSE CRACKING.

CONCRETE LONGITUDINAL SAW JOINT DETAIL
NOT TO SCALE




NOTES
1. ACTUAL LOCATION SHOWN ON SHEET 5.
2. ONLY CONCRETE FROM MIXER TRUCK CHUTES SHOULD BE WASHED INTO CONCRETE WASHOUT AREA.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. ONCE CONCRETE WASTES ARE WASHED INTO THE WASHOUT AREA AND ALLOWED TO HARDEN, THE CONCRETE SHOULD BE BROKEN UP, REMOVED, AND DISPOSED OF PER WM-5, SOLID WASTE MANAGEMENT.
5. WASHOUT AREAS MUST BE CLEANED OUT WHEN IT IT 75% FULL.
6. WHEN WASHOUT AREA IS NO LONGER NEEDED, MATERIALS USED TO CONSTRUCT THE WASHOUT AREA SHOULD BE REMOVED FROM THE SITE AND DISPOSED OF.
7. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE CONCRETE WASHOUT AREA SHOULD BE BACKFILLED AND REPAIRED.

CONCRETE WASHOUT AREA DETAIL (IF NECESSARY)
NOT TO SCALE

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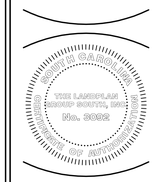


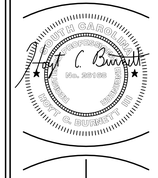


RENOVATION & ADDITION
**PROPOSED AUTO REPAIR SHOP**
1517 GERVAIS STREET, COLUMBIA, SC 29201

**SITE DETAILS**
PERMIT REVIEW DOCUMENTS

PROJECT SHEET

**C9.0**

JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

DATE

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## SILT FENCE – POST REQUIREMENTS

1. Silt Fence posts must be 48–inch long steel posts that meet, at a minimum, the following physical characteristics.
   – Composed of a high strength steel with a minimum yield strength of 50,000 psi.
   – Include a standard "T" section with a nominal face width of 1.38–inches and a nominal "T" length of 1.48–inches.
   – Weigh 1.25 pounds per foot (± 8%)
2. Posts shall be equipped with projections to aid in fastening of filter fabric.
3. Steel posts may need to have a metal soil stabilization plate welded near the bottom when installed along steep slopes or installed in loose soils. The plate should have a minimum cross section of 17–square inches and be composed of 15 gauge steel, at a minimum. The metal soil stabilization plate should be completely buried.
4. Install posts to a minimum of 24–inches. A minimum height of 1– to 2–inches above the fabric shall be maintained, and a maximum height of 3 feet shall be maintained above the ground.
5. Post spacing shall be at a maximum of 6–feet on center.

## SILT FENCE – FABRIC REQUIREMENTS

1. Silt fence must be composed of woven geotextile filter fabric that consists of the following requirements:
   – Composed of fibers consisting of long chain synthetic polymers of at least 85% by weight of polyolefins, polyesters, or polyamides that are formed into a network such that the filaments or yarns retain dimensional stability relative to each other;
   – Free of any treatment or coating which might adversely alter its physical properties after installation;
   – Free of any defects or flaws that significantly affect its physical and/or filtering properties; and,
   – Have a minimum width of 36–inches.
2. Use only fabric appearing on SC DOT's Qualified Products Listing (QPL), Approval Sheet #34, meeting the requirements of the most current edition of the SC DOT Standard Specifications for Highway Construction.
3. 12–inches of the fabric should be placed within excavated trench and toed in when the trench is backfilled.
4. Filter Fabric shall be purchased in continuous rolls and cut to the length of the barrier to avoid joints.
5. Filter Fabric shall be installed at a minimum of 24–inches above the ground.

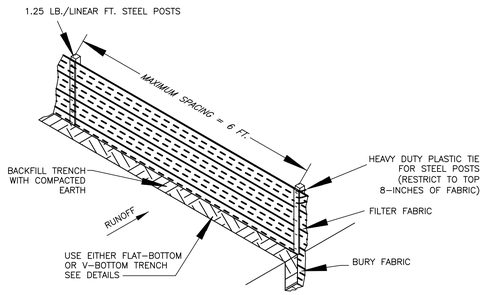
## SILT FENCE – INSPECTION & MAINTENANCE

1. The key to functional silt fence is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of silt fence shall be conducted once every calendar week and, as recommended, within 24–hours after each rainfall even that produces 1/2–inch or more of precipitation.
3. Attention to sediment accumulations along the silt fence is extremely important. Accumulated sediment should be continually monitored and removed when necessary.
4. Remove accumulated sediment when it reaches 1/3 the height of the silt fence.
5. Removed sediment shall be placed in stockpile storage areas or spread thinly across disturbed area. Stabilize the removed sediment after it is relocated.
6. Check for areas where stormwater runoff has eroded a channel beneath the silt fence, or where the fence has sagged or collapsed due to runoff overtopping the silt fence. Install checks/tie–backs and/or reinstall silt fence, as necessary.
7. Check for tears within the silt fence, areas where silt fence has begun to decompose, and for any other circumstance that may render the silt fence ineffective. Removed damaged silt fence and reinstall new silt fence immediately.
8. Silt fence should be removed within 30 days after final stabilization is achieved and once it is removed, the resulting disturbed area shall be permanently stabilized.

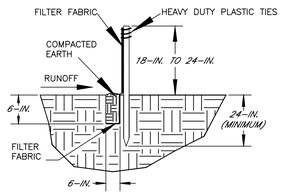
## SILT FENCE – GENERAL NOTES

1. Do not place silt fence across channels or in other areas subject to concentrated flows. Silt fence should not be used as a velocity control BMP. Concentrated flows are any flows greater than 0.5 cfs.
2. Maximum sheet or overland flow path length to the silt fence shall be 100–feet.
3. Maximum slope steepness (normal [perpendicular] to the fence line) shall be 2:1.
4. Silt fence joints, when necessary, shall be completed by one of the following options:
   – Wrap each fabric together at a support post with both ends fastened to the post, with a 1–foot minimum overlap;
   – Overlap silt fence by installing 3–feet passed the support post to which the new silt fence roll is attached. Attach old roll to new roll with heavy–duty plastic ties; or,
   – Overlap entire width of each silt fence roll from one support post to the next support post.
5. Attach filter fabric to the steel posts using heavy–duty plastic ties that are evenly spaced within the top 8–inches of the fabric.
6. Install the silt fence perpendicular to the direction of the stormwater flow and place the silt fence the proper distance from the toe of steep slopes to provide sediment storage and access for maintenance and cleanout.
7. Install Silt Fence Checks (Tie–Backs) every 50–100 feet, dependent on slope, along silt fence that is installed with slope and where concentrated flows are expected or are documented along the proposed/installed silt fence.

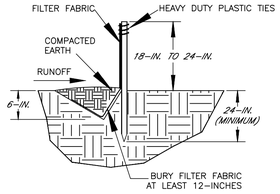
## SILT FENCE INSTALLATION




## FLAT-BOTTOM TRENCH DETAIL

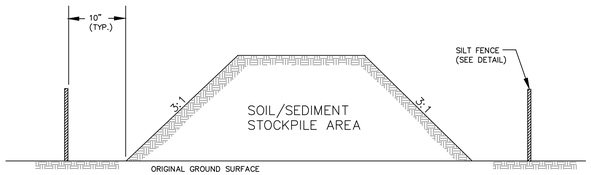



## V-SHAPED TRENCH DETAIL




## TEMPORARY SILT FENCE DETAIL

NOT TO SCALE




NOTES:

1. SILT FENCE TO EXTEND AROUND ENTIRE PERIMETER OF STOCKPILE, OR IF STOCKPILE AREA IS LOCATED ON/NEAR A SLOPE THE SILT FENCE IS TO EXTEND ALONG CONTOURS OF THE DOWN–GRADIENT AREA.
2. IF STOCKPILE IS TO REMAIN FOR MORE THAN 14 DAYS, TEMPORARY STABILIZATION MEASURES MUST BE IMPLEMENTED.
3. SILT FENCE SHALL BE MAINTAINED UNTIL STOCKPILE AREA HAS EITHER BEEN REMOVED OR PERMANENTLY STABILIZED.
4. THE KEY TO FUNCTIONAL TEMPORARY STOCKPILE AREAS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR SEDIMENT REMOVAL.

## TEMPORARY STOCKPILE AREA DETAIL (IF APPLICABLE)

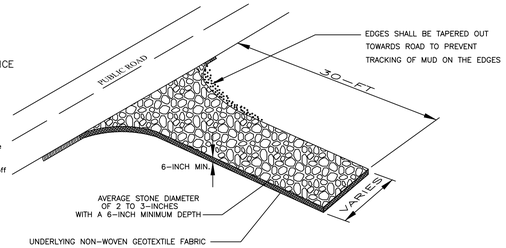
NOT TO SCALE

### CONSTRUCTION ENTRANCE – GENERAL NOTES

1. Stabilized construction entrances should be used at all points where traffic will egress/ingress a construction site onto a public road or any impervious surfaces, such as parking lots.
2. Install a non–woven geotextile fabric prior to placing any stone.
3. Install a culvert pipe across the entrance when needed to provide positive drainage.
4. The entrance shall consist of 2–inch to 3–inch D50 stone placed at a minimum depth of 6–inches.
5. Minimum dimensions of the entrance shall be 24–feet wide by 100–feet long, and may be modified as necessary to accommodate site constraints.
6. The edges of the entrance shall be tapered out towards the road to prevent tracking at the edge of the entrance.
7. Divert all surface runoff and drainage from the stone pad to a sediment trap or basin or other sediment trapping structure.
8. Limestone may not be used for the stone pad.

### CONSTR. ENTRANCE – INSPECTION & MAINTENANCE

1. The key to functional construction entrances is weekly inspections, routine maintenance, and regular sediment removal.
2. Regular inspections of construction entrances shall be conducted once every calendar week and, as recommended, within 24–hours after each rainfall even that produces 1/2–inch or more of precipitation.
3. During regular inspections, check for mud and sediment buildup and pad integrity. Inspection frequencies may need to be more frequent during long periods of wet weather.
4. Reshape the stone pad as necessary for drainage and runoff control.
5. Wash or replace stones as needed and as directed by site inspector. The stone in the entrance should be washed or replaced whenever the entrance fails to reduce the amount of mud being carried off–site by vehicles. Frequent washing will extend the useful life of stone pad.
6. Immediately remove mud and sediment tracked or washed onto adjacent impervious surfaces by brushing or sweeping. Flushing should only be used when the water can be discharged to a sediment trap or basin.
7. During maintenance activities, any broken pavement should be repaired immediately.
8. Construction entrances should be removed after the site has reached final stabilization. Permanent vegetation should replace areas from which construction entrances have been removed, unless area will be converted to an impervious surface to serve post–construction.

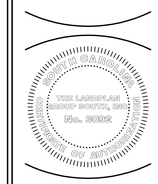


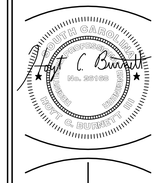

| SPECIFICATION | SIZE |
|---|---|
| ROCK PAD THICKNESS | 6 INCHES |
| ROCK PAD WIDTH | 24 FEET |
| ROCK PAD LENGTH | 50 FEET |
| ROCK PAD STONE SIZE | D = 2–3 INCHES |

## CONSTRUCTION ENTRANCE DETAIL (IF APPLICABLE)

NOT TO SCALE

SEED ARCHITECTURE
www.SeedArchitect.com
1612 Marion St. Suite 312
Columbia, SC 29201
803.727.2098




RENOVATION & ADDITION
# PROPOSED AUTO REPAIR SHOP
1517 GERVAIS STREET, COLUMBIA, SC 29201

## SITE DETAILS

PERMIT REVIEW DOCUMENTS

PROJECT SHEET

**C10.0**

JOB # XXXXX/LPGS#1026
10/30/20

REVISIONS

DATE

THE LANDPLAN GROUP SOUTH
LANDSCAPE ARCHITECTURE • ENGINEERING • PLANNING
1206 SCOTT STREET
COLUMBIA, SC 29201
P. 803.256.0562
WWW.LANDPLANSOUTH.COM

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# PLANT SCHEDULE

| KEY | BOTANICAL NAME | COMMON NAME | QUANTITY | SIZE | SPACING |
|---|---|---|---|---|---|
| A | QUERCUS PHELLOS | WILLOW OAK | 7 | 4" CAL. | AS SHOWN |
| B | ACER PALMATUM | JAPANESE MAPLE (SPIECES) | 4 | 3" CAL. | AS SHOWN |
| C | PODOCARPUS MACROPHYLLUS 'MAKI' | MAKI PODOCARPUS | 42 | 3 GAL. | AS SHOWN |
| D | LOROPETALUM CHINENSE 'RUBRUM' | CHINESE FRINGE FLOWER | 3 | 3 GAL. | AS SHOWN |
| E | BUXUS MICROPHYLLUS 'WINTER GEM' | WINTER GEM BOXWOOD | 7 | 3 GAL. | AS SHOWN |
| F | DISTYLIUM 'VINTAGE JADE' | VINTAGE JADE DISTYLIUM | 26 | 3 GAL. | AS SHOWN |
| G | ILEX VOMITORIA 'NANA' | DWARF YAUPON HOLLY | 15 | 3 GAL. | AS SHOWN |
| H | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 67 | 4" POT | 18" O.C. |
| I | LOROPETALUM 'PURPLE PIXIE' | PURPLE PIXIE LOROPETALUM | 7 | 3 GAL. | AS SHOWN |
| J | HEMEROCALLIS 'STELLA D ORO' | STELLA D' ORO DAYLILY | 17 | 4" POT | 18" O.C. |
| K | ULMUS PARVIFOLIA 'ALLEE' | ALLEE CHINESE ELM | 1 | 3" CAL. | AS SHOWN |
| L | LIRIOPE MUSCARI 'EVERGREEN GIANT' | EVERGREEN GIANT LIRIOPE | 104 | 4" POT | 18" O.C. |
| | DOUBLE HAMMERED HARDWOOD MULCH | DOUBLE HAMMERED HARDWOOD MULCH | 3" MIN. DEPTH | | |

PROPOSED TREES TO BE PLANTED:
7 – 4" TREES AT 2 UNITS = 14 UNITS
1 – 3" TREE AT 1.5 UNITS = 1.5 UNITS
4 – 3" TREES AT 1.5 UNITS = 6 UNITS
21.5 PROPOSED UNITS

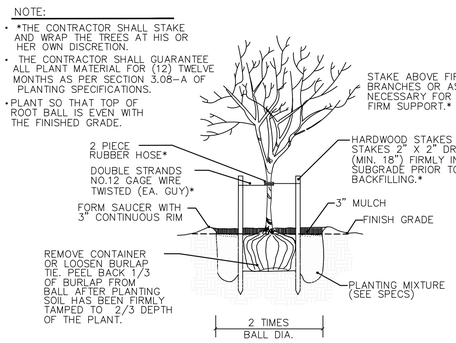
DENSITY FACTOR:
30 UNITS PER ACRE
0.7 ACRE SITE X 30 UNITS = 21 DFS REQUIRED
21 DFS + 0 (GRAND TREE REPLACEMENT) = 21 UNITS REQUIRED ON SITE.
21.5 PLANTED CREDITS – 21 UNITS REQUIRED = 0.5 UNITS OVER REQUIREMENT

@ PLANT KEY
# QUANTITY

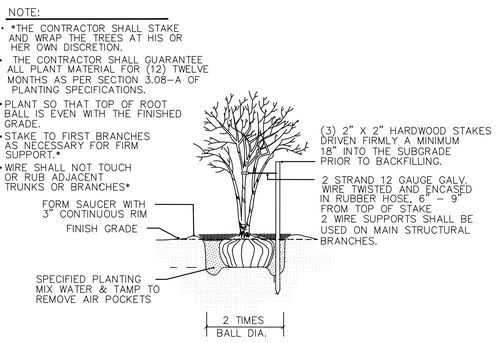
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 1-800-922-0983
UNDERGROUND LOCATORS.
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

1-888-721-7877 • www.scupps.org
PUPS 811
Know what's below. Call before you dig.

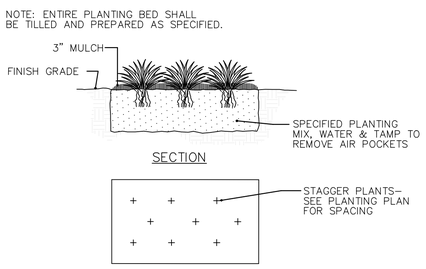
## PLANT DETAILS



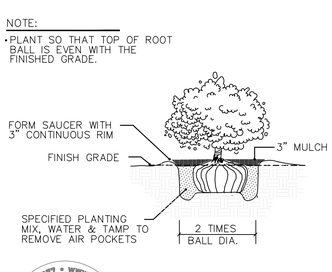

LARGE TREE PLANTING AND STAKING DETAIL
not to scale




SMALL & MULTI-TRUNK TREE PLANTING & STAKING DETAIL
not to scale




PLANTING BED DETAIL
not to scale




SHRUB PLANTING DETAIL
not to scale

GENERAL NOTES

1. QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
2. ALL AREAS NOT COVERED BY CONSTRUCTION OR PLANT BED AREAS, SHALL BE PLACED IN SOD TURF OR HYDROSEED.
3. ALL SHRUBS AND TREES TO BE MECHANICALLY IRRIGATED.
4. ALL NEW PLANTINGS WILL BE MECHANICALLY IRRIGATED, CONTRACTOR SHALL SUPPLY SHOP DRAWINGS.
5. STEEL EDGING TO BE BORDER CONCEPTS "BORDER STRETCH" IN BLACK OR APPROVED EQUAL. BORDER CONCEPTS– WWW.BORDERCONCEPTS.COM 800–845–3343

SEED ARCHITECTURE
www.SeedArchitect.com
1612 Marion St. Suite 312
Columbia, SC 29201
803.727.2098

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
THE LANDPLAN GROUP SOUTH, INC.
No. 2002
OF NORTH CAROLINA

REGISTERED LANDSCAPE ARCHITECT
No. 1219
STATE OF SOUTH CAROLINA

RENOVATION & ADDITION
**PROPOSED AUTO REPAIR SHOP**
1517 GERVAIS STREET, COLUMBIA, SC 29201

**SITE DETAILS**
PERMIT REVIEW DOCUMENTS

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**C11.0**

JOB # XXXXX/LPGS#1026
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REVISIONS

DATE

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WWW.LANDPLANSOUTH.COM

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-095**

*Granting an encroachment to Catawba Apartments, LLC for the use of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09*

WHEREAS, Catawba Apartments, LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 900 block of Catawba Street and the 300 block of Lincoln Street for the installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements adjacent to the building under construction at 919 Catawba Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 900 block of Catawba Street and the 300 block of Lincoln Street adjacent to the building under construction at 919 Catawba Street, Richland County TMS#08914-08-02, 08914-08-07, and 08914-08-09, for the installation and maintenance of sidewalks measuring approximately eight (8') feet in width seven hundred seventy (770') feet in length, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along

the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Off-street parking spaces may be metered by Parking Services.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-094

## 900 BLOCK OF CATAWBA STREET AND THE 300 BLOCK OF LINCOLN STREET ADJACENT TO 919 CATAWBA STREET SIDEWALKS, CROSSWALKS, CONCRETE MEDIAN, SIGNAGE, LANDSCAPING, IRRIGATION, ON-STREET PARKING AND OTHER PEDESTRIAN IMPROVEMENTS

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to building under construction at 919 Catawba Street |
| **Council District:** | 2 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements |
| **Applicant:** | Catawba Apartments, LLC |
| **Staff Recommendation:** | Approval. |

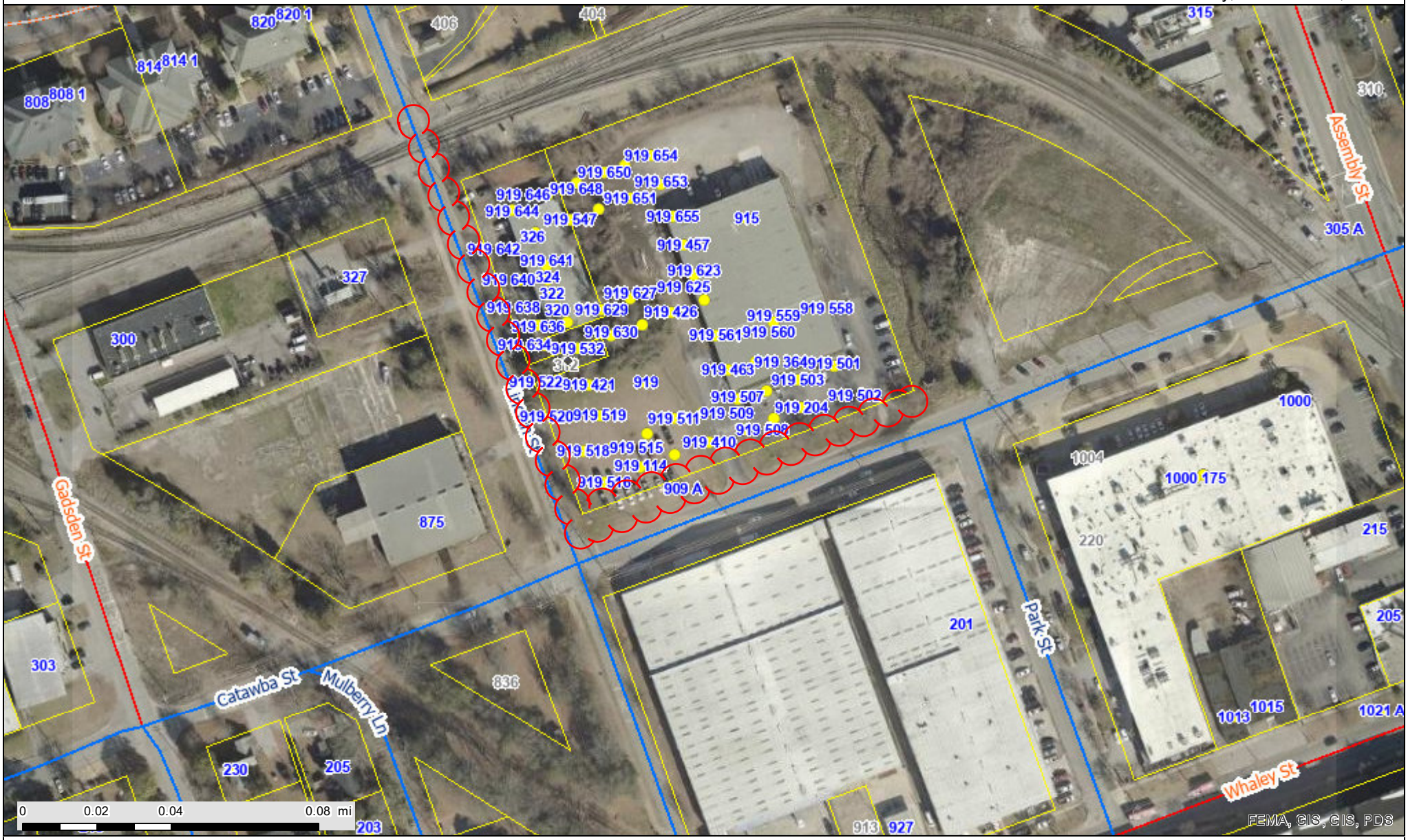
| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of sidewalks measuring approximately eight (8') feet in width seven hundred seventy (770') feet in length, crosswalks, concrete median, signage, landscaping, irrigation, on-street parking and other pedestrian improvements as shown on the attached drawings.<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.<br>8. Off-street parking spaces may be metered by Parking Services. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street** | Recommend approval. |

| Division | |
|---|---|
| **Denny Daniels, Columbia Water Engineering** | Recommend approval. |
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |
| **Tori Salvant, Parking Services** | Recommend approval. |

# City of Columbia

## City of Columbia GIS

Thursday, November 4, 2021




CITY OF COLUMBIA GIS DATA DISCLAIMER

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We Are Columbia

# REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: June 4, 2021 Property Owner: See attached property owner list

Applicant's Name if different from Property Owner: Catawba Apartments, LLC (Curtis Burnett)

Contact Information: Telephone Number: 832.209.1257 Fax Number: _____

Mailing address: 3411 Richmond Avenue, Suite 500 E-mail address: curtis.burnett@tdc-properties.com

Business Name/Development Name for Encroachment: The Lofts on Lincoln

**Encroachment type:** ___ Wall ___ Fence ___ Columns ___ Steps ___ Irrigation System X Landscaping X Driveway ___ Pavers X Sidewalk/Walkway
Planters Awning X Underground Utilities Other: Parking

Dimensions (height/width/length): (i.e. 6'x42' wooden privacy fence; two 12'x4'x3' concrete steps) Streetscape improvmenents along Catawba and Lincoln St. (Sidewalks, Parallel Parking Spaces, Street Trees, Landscaping); 2 24' Driveway Connections (One on Lincoln St. & One on Catawba St.); Water & Sewer Connections; Storm Outfa

Construction material: (See attached construction drawings for various materials)

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A No. of chairs outdoors: N/A No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

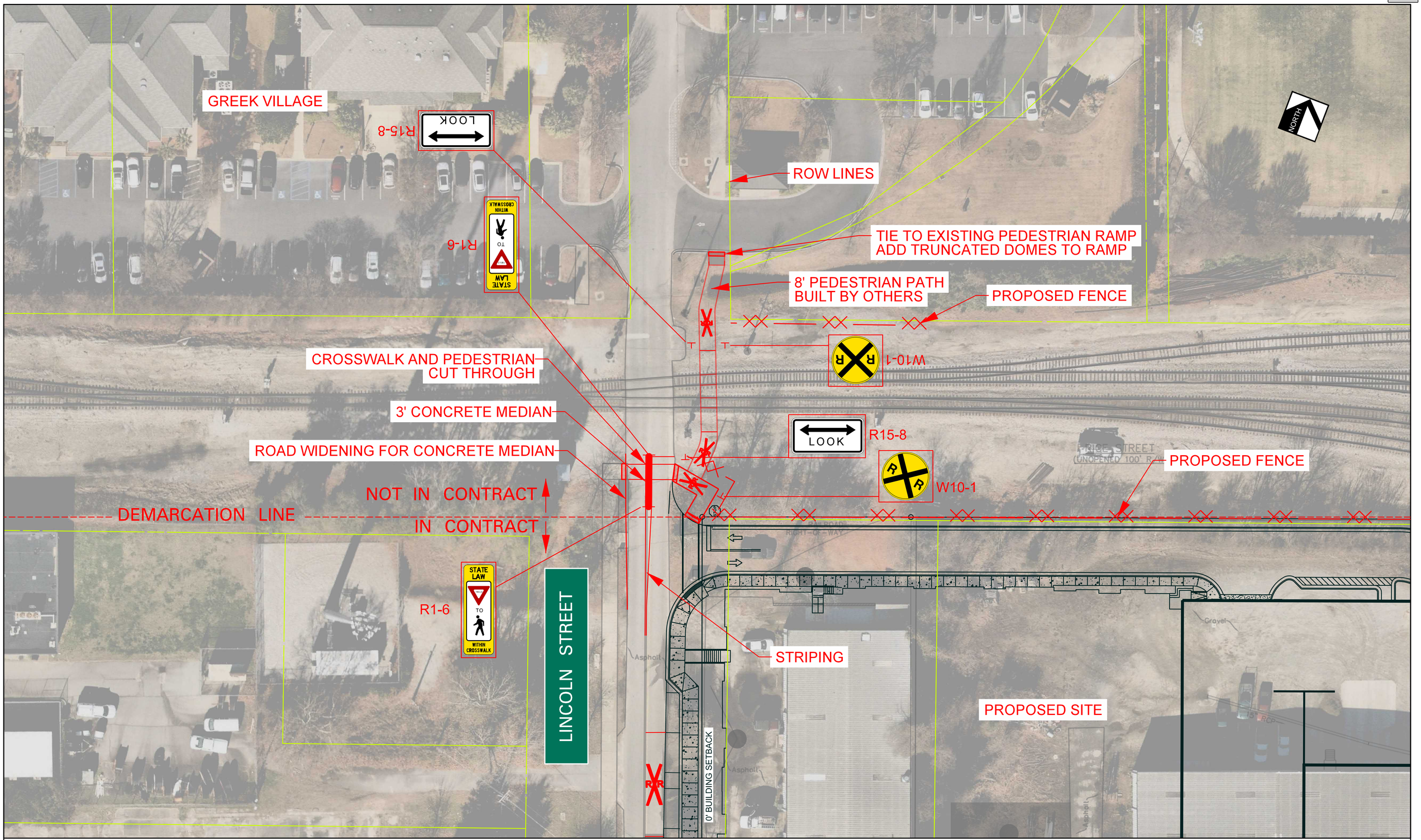
Curtis Burnett, VP Predevelopment

Name/Title: Curtis Burnett, VP Predevelopment
Date: 6/7/21

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

| CONTACT | DEPARTMENT | PHONE | FAX | E-MAIL |
|---|---|---|---|---|
| Johnathan Chambers | Development Services (Land Development) | 803-545-3333 | 803-343-8779 | jechambers@columbiasc.net |
| John Fellows | Development Services (Planning) | 803-545-3222 | 803-733-8647 | jsfellows@columbiasc.net |
| Brian Cook | Development Services (Zoning) | 803-545-3332 | 803-733-8647 | kbcook@columbiasc.net |
| Jerry Thompson | Development Services (Building Inspections) | 803-545-3420 | 803-733-8699 | jlthompson@columbiasc.net |
| Fanessa Pinckney | Development Services (Permits) | 803-545-3420 | 803-733-8699 | fcpinckney@columbiasc.net |
| Amy Moore | Development Services (Historic Preservation) | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net |
| Robert Harkins | Development Services (Plans Review) | 803-545-3420 | 803-733-8647 | rlharkins@columbiasc.net |
| Denny Daniels | Utilities & Engineering (Construction Management) | 803-545-3400 | 803-988-8199 | jddaniels@columbiasc.net |
| Robert Anderson | Public Works (Administration) | 803-545-3780 | 803-733-8648 | raanderson@columbiasc.net |
| Robert Sweat | Public Works (Street Division) | 803-545-3790 | 803-545-3785 | rgsweatt@columbiasc.net |
| David Brewer | Public Works (Traffic Engineering) | 803-545-3850 | 803-733-8648 | ddbrewer@columbiasc.net |
| Sara Hollar | Public Works (Forestry & Beautification) | 803-545-3860 | 803-733-8648 | sehollar@columbiasc.net |
| John Hooks | Public Works (Solid Waste) | 803-545-3800 | 803-733-8648 | jphooks@columbiasc.net |
| Chip Timmons | Risk Management | 803-733-8306 | 803-733-8245 | catimmons@columbiasc.net |
| David Koon | Fire Department | 803-545-3701 | 803-401-8839 | cfdgkoon@columbiasc.net |
| John David Spade | Parking Services | 803-545-3070 | 803-733-8523 | spade@columbiasc.net |

LR: 7/2014



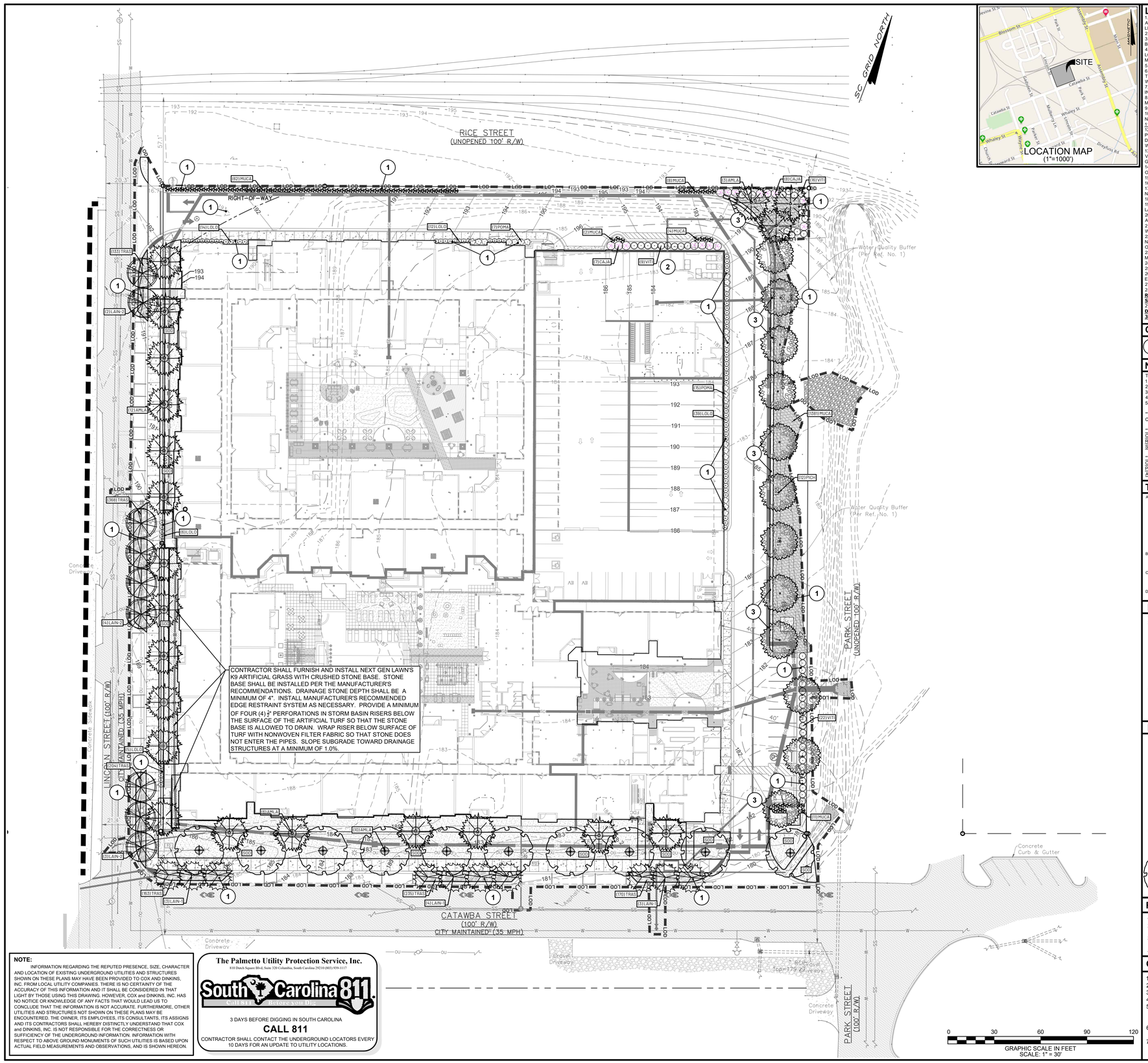

Kimley»Horn
802 GERVAIS STREET
SUITE 201
COLUMBIA, SOUTH CAROLINA 29201
PHONE 803-403-8558
©2021

LINCOLN STREET
PEDESTRIAN IMPROVEMENTS

DATE: 10-11-2021

0 20' 40' 60'
GRAPHIC SCALE

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.







## LANDSCAPE NOTES

1. MATERIAL LIST WAS PREPARED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING THE DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR QUANTITY DISCREPANCIES.
2. CONTRACTOR TO VERIFY THAT ALL PLANT MATERIALS ARE AVAILABLE, AS SPECIFIED, WHEN PROPOSAL IS SUBMITTED.
3. CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE COMMENCING PLANTING OPERATIONS. NOTIFY LANDSCAPE ARCHITECT 24 HOURS PRIOR TO PLANTING.
4. ALL DISTURBED AREA IN PLANT BEDS TO RECEIVE 3" OF TRIPLE GROUND, HARDWOOD BARK MULCH, AGED A MINIMUM OF 6 MONTHS. TREES NOT LOCATED WITHIN A PLANT BED SHALL RECEIVE A 5' DIAMETER SAUCER OF TRIPLE SHREDDED HARDWOOD BARK MULCH THAT IS 3" DEEP. PULL BACK MULCH 6-8" FROM ROOT FLARE / TRUNK.
5. CONTRACTOR TO MAINTAIN ALL AREAS WITHIN THE LIMITS OF WORK FOR THE DURATION OF CONSTRUCTION.
6. IN THE PLANT SCHEDULE, PLANTS NOTED AS 'SPECIMEN' SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. THE TREES NOTED AS 'MULTI-STEM' OR MULTI-TRUNK' SHALL HAVE NO LESS THAN 3 STEMS AND NO MORE THAN 5 STEMS OR TRUNKS. MULTI-STEM TREES WITH LESS THAN 3 OR MORE THAN 5 STEMS WILL BE REJECTED.
7. PRE-EMERGENT HERBICIDE SUCH AS 'PREEN' OR EQUAL SHALL BE APPLIED TO PLANTING AREAS IMMEDIATELY FOLLOWING LANDSCAPE INSTALLATION, AND PRIOR TO MULCHING, ACCORDING THE MANUFACTURER'S INSTRUCTIONS.
8. CENTERS OF PLANT MATERIAL SHOULD BE LOCATED NO CLOSER THAN 2' FROM THE FOUNDATION OF ANY BUILDING. ADJUST LOCATION OF PLANT MATERIAL TO AVOID PLACEMENT IN FRONT OF GUTTER DRAINS.
9. CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT THAT ADEQUATE SURFACE AND PLANT PIT DRAINAGE EXISTS PRIOR TO PLANTING.
10. ALL TREES, SHRUBS AND PLANTS SHALL BE TYPICAL FOR THE SPECIES IN FORM AND COLOR; FREE FROM DAMAGE AND DISEASE AND SHALL BE U.S. NURSERY STANDARD #1 OR BETTER.
11. TREES 2" CALIPER AND LARGER WILL ONLY BE ACCEPTED FROM LANDSCAPE ARCHITECT APPROVED NURSERIES. SEE NURSERY NOTES.
12. IF INSTALLED PLANTS SETTLE OR FALL OUT OF PLUMB POSITION CONTRACTOR WILL STRAIGHTEN THE PLANTS BY MAKING ADJUSTMENTS TO THE POSITION OF THE ROOTBALL AND NOT BY PUSHING OR PULLING ON THE TRUNK, OR BY TIGHTENING THE GUYWIRES. TREES SHALL BE STRAIGHTENED DURING THE DURATION OF THE PROJECT AS THEY GET OUT OF PLUMB, UNTIL THE FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY IS GRANTED, WHICHEVER IS LONGER.
13. BALL DEPTHS ON SOME TREES IN A SINGLE GROUP MAY VARY. THE TOP OF ROOTBALLS ARE TO BE SET 2" ABOVE FINISHED GRADE. IF DEPTHS VARY, ALL TREES IN A GROUP SHOULD BE SET SO THAT THE BASE OF THE TRUNKS WILL APPEAR TO BE AT THE SAME RELATIVE ELEVATION ABOVE GRADE.
14. NO DECIDUOUS OR EVERGREEN TREE WILL BE ACCEPTED IF THERE IS MORE THAN ONE LEADER, UNLESS THE TREE IS DESIGNATED AS MULTI-STEM OR MULTI-TRUNK.
15. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
16. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
17. ANY AND ALL EXISTING BUFFERS ARE TO BE MAINTAINED AND PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS. ANY DAMAGE TO PROTECTED BUFFERS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
18. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
19. UPON COMPLETION OF ALL LANDSCAPING, AN INSPECTION FOR ACCEPTANCE OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER OF THE INSPECTION AT LEAST 7 BUSINESS DAYS PRIOR TO THE ANTICIPATED INSPECTION DATE.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 12 MONTHS FROM THE DATE OF ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED FOR AN ADDITIONAL 12 MONTHS.
21. LANDSCAPE ARCHITECT OR OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE CONSTRUCTION OPERATION, TO REJECT ANY AND ALL WORK WHICH, IN HIS OPINION, DO NOT MEET THE REQUIREMENTS OF THESE PLANS OR SPECIFICATIONS.
22. ALL PROPOSED TREES ARE TO BE INSTALLED EITHER COMPLETELY INSIDE OR COMPLETELY OUTSIDE OF PLANTING BEDS. PLANT BED LINES ARE NOT TO BE OBSTRUCTED (EVEN BY EXISTING TREES). BED LINES MUST MAINTAIN A MINIMUM DISTANCE OF 4'-0" FROM EXISTING TREE TRUNKS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
23. THE CONTRACTOR SHALL COORDINATE WITH UTILITY, LIGHTING AND IRRIGATION CONTRACTORS REGARDING THE INSTALLATION OF PLANT MATERIAL.
24. THE CONTRACTOR SHALL ENSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
25. SEE TREE, SHRUB AND GROUNDCOVER PLANTING DETAILS AND SPECIAL PROVISIONS IN THE PLANTING SPECIFICATIONS.
26. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING OR MULCHING ALL DISTURBED AREAS WITHIN THE LIMIT OF WORK TO CONTROL SOIL EROSION.
27. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL INSTALLED PLANT MATERIAL RECEIVES ADEQUATE AND REGULAR WATERINGS.
28. **CONTRACTOR SHALL TEST SOIL PH AND CONDITIONS FOR ALL SOD AND SEEDED AREAS TO ENSURE THAT PROPER SOIL REQUIREMENTS ARE MET. PLANTING BED SOILS SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS PRIOR TO PLANTING.**
29. **IRRIGATION SHALL BE DESIGN-BUILD ACCORDING TO THE DESIGN-BUILD NOTES ON THIS SHEET. CONTRACTOR TO FORWARD DESIGN TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.**
30. **ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED.**

## CODED NOTES

1. 3" TRIPLE HAMMERED HARDWOOD BARK MULCH IN ALL LANDSCAPE AREAS AND 2" IN JASMINE BEDS (TYP.)
2. IRRIGATION CONTROLLER LOCATION - CONTRACTOR SHALL COORDINATE WITH THE OWNER ON OPTIMAL LOCATION.
3. 2' SOD STRIP

## NURSERY NOTES

THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR SPECIMEN TREES 2" CALIPER AND ABOVE, AS WELL AS CRAPE MYRTLES.

1. CHERRY LAKE TREE FARM (800)429-2171
2. SHADY GROVE NURSERIES (800)849-5723
3. SELECT TREES, INC. (800)456-7353
4. BOLD SPRINGS NURSERY (478)783-4975
5. LONG BRANCH NURSERY (803)695-0588

**TREES WILL NOT BE ACCEPTED FROM ANY OTHER NURSERIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT. CONTACT LANDSCAPE ARCHITECT FOR UPDATED LIST OF APPROVED NURSERIES, AS QUALIFIED NURSERIES MAY BE ADDED IF NECESSARY.

**IN THE PLANT SCHEDULE, PLANTS NOTED AS 'SPECIMEN' SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF THE PROPOSED SPECIMEN TREES TO THE LANDSCAPE ARCHITECT FOR ACCEPTANCE OR REJECTION PRIOR TO PURCHASE. PHOTOGRAPHS SHOULD CLEARLY SHOW THE OVERALL SHAPE AND FORM OF THE TREE (INCLUDE MEASURING STICK), THE BARK, A STRONG CENTRAL LEADER, BRANCHING HABIT AND LEAVES.

**TREES THAT ARE ANTICIPATED TO BE INSTALLED FROM MAY 1 THROUGH SEPTEMBER 30 SHALL BE CONTAINER GROWN BY THE NURSERY. IF CONTAINERIZED TREES ARE NOT AVAILABLE, THE TREES SHALL BE PRE-DUG AND HARDENED OFF FOR A MINIMUM OF 3 MONTHS PRIOR TO PLANTING. PRE-DUG TREES SHALL EXHIBIT VIGOROUS FIBROUS ROOT SYSTEM GROWTH PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT.

## TOPSOIL SPECIFICATIONS

A. Topsoil:
1. Natural, friable, loamy soil characteristic of productive soil in vicinity. It shall be reasonably free of stones larger than 1 inch, clay lumps, roots, toxic substances, debris, and other foreign matter harmful to plant growth.
   a. Shall contain not less than 15 percent nor more than 40 percent organic matter by volume as determined by loss on ignition of samples oven dried to constant weight at 212 F.
   b. pH range: Ammended and Imported topsoil shall have a pH range of 6.0 to 7.0.
   c. Composition of Soil passing No. 10 Sieve:
   i. Sand: 20 to 80 percent
   ii. Silt: 10 to 75 percent
   iii. Clay: 5 to 40 percent
2. Utilize on-site stockpiled topsoil as required to complete the work Topsoil not meeting the above requirements shall be amended according to the above.
3. Provide imported topsoil material as required to complete the work. Obtain rights and pay all costs for imported materials.
4. **Obtain soil amendment and fertilization recommendations from testing agency for the plant materials specified for the project.**

B. Soil Conditioning Materials:
1. Aluminum Sulfate: Unadulterated, in manufacturer's original, unopened container labeled with analysis and net weight. Use to acidify soil (lower pH) as recommended by soils test report.
2. Limestone: Raw, ground agricultural limestone, containing at least 90 percent calcium carbonate. 90 percent shall pass No. 10 sieve and 50 percent shall pass No. 50 sieve. Use to decrease acidity, of soil (raise pH) as recommended by soils test report.

C. Fertilizer:
1. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
2. Commercial Fertilizers: Conforming to applicable Federal and State law, uniform as to composition, dry, free-flowing, and delivered to site in original unopened containers. Application rate and minimum analysis shall be as recommended by soils test report.

D. Mulch:
1. Triple Hammered Hardwood Bark Mulch: aged at least 6 months, free of soil, aggregates and harmful or extraneous matter.

## LANDSCAPE REQUIREMENTS

1. Tree Survey Provided
2. Tree Density Factor (DFS):
   Site size: 4.00 acres
   Commercial DFS requirement: 30 units/acre = 4 acres x 30 = 120 DFS units required
   Existing Tree Credits = 0
   Required replacement credits for Grand Trees removed = 0
   Total required DFS units including replacement credits = 120
   Total credits for proposed trees: 105 (SEE PLANT SCHEDULE)
   Total Units to be satisfied via payment-in-lieu: 15
   **If the site is deficient in density units the developer is responsible for coordinating with the City of Columbia on the payment-in-lieu amount needed satisfy the DFS requirement.*
3. Street Protective Yard (SPY):
   Catawba Street frontage: (due to the proximity of overhead powerlines this requirement is satisfied with small maturing trees at a 2:1 ratio)
   391 LF frontage = 391/40 = 10 Trees required and provided
   Lincoln Street frontage:
   391 LF frontage = 391/40 = 10 Tree required and provided
4. Buffer Transition Yard (BTY):
   Not applicable.
5. Vehicular Surface Area (VSA):
   21,800 SF proposed VSA
   1 tree/ 3200 SF = 21,800/3200 = 7 trees required and provided
   Note: Shrubs, groundcover or turf shall be planted so that a minimum of 60% coverage is achieved in the interior landscape areas.
   **All parking spaces shall be located no further that 40' from the trunk a shade tree*
   **VSA shall be screened from view from adjacent R/W by an opaque screen of evergreen shrubs min. 2' height at planting*
6. Screening of Trash Collection areas and Utility Service areas:
   Not applicable.

## LANDSCAPE REQUIREMENTS

AMLA - SPRING FLURRY SERVICEBERRY
LAIN-1 - CATAWBA CRAPE MYRTLE
LAIN-2 - SIOUX CRAPE MYRTLE
PICH - CHINESE PISTACHE
ULPA - BOSQUE LACEBARK ELM
CAJA - CAMELIA
LOLO - DWARF MAT RUSH 'BREEZE'
MUCA - PINK MUHLY GRASS
POMA - SHRUBBY PODOCARPUS
VITI - SPRING BOUQUET VIBURNUM
MUCA - PINK MUHLY GRASS
TRJA - ASIATIC JASMINE
BERM - TIFGREEN BERMUDAGRASS SOD
K9 - K9 TURF BY NEXT GEN LAWNS OR APPROVED EQUAL
5' DIAMETER MULCH SAUCER AROUND TREE TRUNK (TYPICAL FOR ALL TREES LOCATED OUTSIDE OF A LANDSCAPE BED.)

## REFERENCES:

1. "919 CATAWBA ST WETLANDS BUFFER SURVEY" PER CITY OF COLUMBIA DATED JULY 15, 2020.
2. ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR CATAWBA APARTMENTS, LLC, DATED MAY 3, 2021 BY COX AND DINKINS.
3. USACE Nationwide Permit #3 Checklist AND LETTER PREPARED BY PALMETTO ENVIRONMENTAL CONSULTING, INC., DATED FEBRUARY 1ST, 2021.
4. CONSOLIDATION PLAT PREPARED FOR CATAWBA APARTMENTS, LLC, DATED MAY 3, 2021 BY COX AND DINKINS.

## GENERAL NOTES:

1. THE SUBJECT PARCELS ARE IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 08914-08-02, -07, -09.
2. TOTAL AREA OF THE COMBINED SUBJECT PARCEL IS 4.0 ACRES.
3. ZONING OF THE COMBINED SUBJECT PARCEL IS "M-2".
4. CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT. ELEVATIONS SHOWN ARE NAVD 88 DATUM.
5. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
6. THESE PARCELS ARE LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0356L, REVISED 12/21/2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT/MOST UP-TO-DATE PLANS AVAILABLE.

**NOTE:**
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX and DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS ASSIGNS AND ITS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX and DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
810 Dutch Square Blvd, Suite 320 Columbia, South Carolina 29210 (803) 939-1117
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
**CALL 811**
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

COX AND DINKINS
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

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STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No.1057
REGISTERED LANDSCAPE ARCHITECT
NO. 1057

SOUTH CAROLINA ALL CERTIFICATE OF AUTHORIZATION
COX AND DINKINS, INC.
No. 361
CERTIFICATE OF AUTHORIZATION SEAL

REVISIONS

| No. | DESCRIPTION | DATE |
|---|---|---|
| | | |

OWNER:
CATAWBA APARTMENTS, LLC
MR. ADAM BECK
3411 RICHMOND AVENUE, SUITE 500
HOUSTON, TX 77046
832.209.1257
adam.beck@tdc-properties.com

PROJECT
**THE LOFTS ON LINCOLN**
**919 CATAWBA STREET**
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SC

SF NO. 188-3A
PROJECT NO. 2182

**LANDSCAPE PLAN**

TMS
08914-08-02, -07, -09

BOOK
75F-P92; 398-5&61

DATE
6/14/2021

SHEET NO.
**L1**

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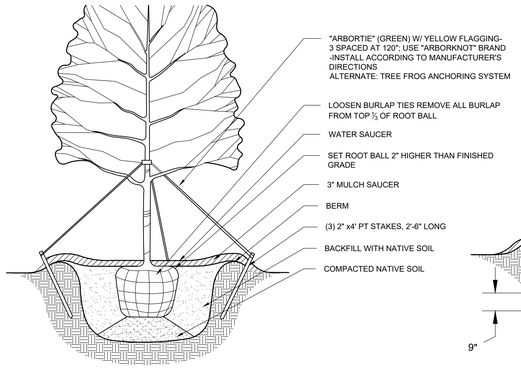
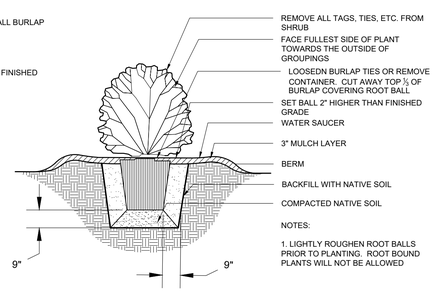



TREE PLANTING DETAIL
NTS




SHRUB PLANTING DETAIL
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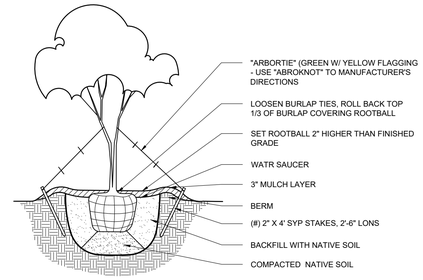
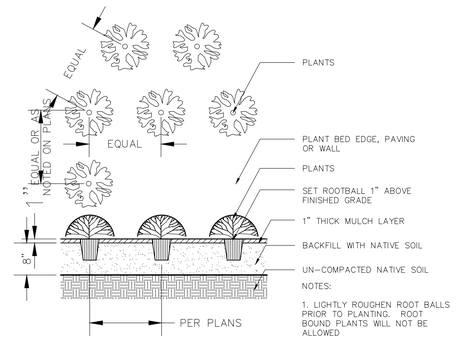



SMALL TREE PLANTING DETAIL
NTS




**GROUNDCOVER PLANTING DETAIL**
**NTS**

# TEMPORARY SEEDBED PREPARATION

1. SURFACE WATER CONTROL MEASURES SHALL BE INSTALLED ACCORDING TO PLAN.
2. AREA TO BE SEEDED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOP SOIL 3" DEEP. TOTAL SEEDBED PREPARED DEPTH SHALL BE 4" TO 5" DEEP.
3. LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS SHALL BE REMOVED FROM THE SURFACE SO THAT THEY WILL NOT INTERFERE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION. SURFACE FOR FINAL SEEDBED PREPARATION, AT FINISH GRADES SHOWN, SHALL BE REASONABLY SMOOTH AND UNIFORM.
4. IF NO SOIL TEST IS TAKEN PROVIDE FERTILIZER AND LIME ACCORDING TO SEEDING SCHEDULE. IN ADDITION, PROVIDE 15 LBS./100 SF OF SUPERPHOSPHATE.
5. IF SOIL TEST IS TAKEN, PROVIDE LIME AND FERTILIZER ACCORDING TO SOIL TEST REPORT.
6. LIME AND FERTILIZER SHALL BE APPLIED UNIFORMLY AND MIXED WITH THE SOIL DURING SEEDBED PREPARATION.
7. MULCH TO BE TACKED OR MECHANICALLY TIED DOWN WITHIN TWO DAYS AFTER MULCH IS SPREAD.

# TEMPORARY SEEDING SCHEDULE

FROM MAY 1 - AUGUST 31

| | | |
|---|---|---|
| 1 | POUND | BROWN TOP MILLET |
| 2 | POUNDS | HULLED BERMUDA |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

OR

| | | |
|---|---|---|
| 1 | POUND | BROWN TOP MILLET |
| 1 | POUND | HULLED BERMUDA |
| 2* | POUNDS | BAHIA GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

OR

(DEEP DANDY SOILS)

| | | |
|---|---|---|
| 2 | POUNDS | BROWN TOP MILLET |
| 3* | POUNDS | BAHIA GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

FROM SEPTEMBER 1 - APRIL 30

| | | |
|---|---|---|
| 2 | POUNDS | ANNUAL RYE GRASS |
| 0.5 | POUND | HULLED BERMUDA |
| 1.5 | POUNDS | UNHULLED BERMUDA |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

OR

| | | |
|---|---|---|
| 2 | POUNDS | ANNUAL RYE GRASS |
| 0.5 | POUND | HULLED BERMUDA |
| 1 | POUND | UNHULLED BERMUDA |
| 2* | POUNDS | BAHIA GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

OR

(DEEP DANDY SOILS)

| | | |
|---|---|---|
| 1 | POUND | ANNUAL RYE GRASS |
| 2** | POUNDS | FESCUE GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

OR

(DEEP DANDY SOILS)

| | | |
|---|---|---|
| 1 | POUND | UNHULLED BERMUDA |
| 2 | POUNDS | RYE GRASS/GRAIN RYE |
| 2* | POUNDS | BAHIA GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

* BAHIA GRASS IS A GOOD EROSION CONTROL GRASS; HOWEVER, IT PRODUCES MANY SEED HEADS WHICH SCATTER TO OTHER AREAS. BAHIA GRASS IS HARD TO MOW, BUT IT DOES NOT REQUIRE THE CARE THAT OTHER GRASSES REQUIRE. AROUND OFFICE BUILDINGS AND WITHIN SUBDIVISIONS, USE 4 TO 6 OUNCES OF CENTIPEDE GRASS IN LIEU OF BAHIA GRASS OR IN COMBINATION WITH BERMUDA GRASS.

**FOR SOILS WITH CLAY SUBSOIL. DO NOT PLANT IN SANDY SOILS.

NOTES:
1. ON ALL VEGETATED SWALES OR DITCHES WITH SIDE SLOPES (CUT OR FILL) STEEPER THAN 2:1, ADD 4 TO 6 OUNCES PER 1,000 SQUARE FEET OF WEEPING LOVE GRASS SEED TO ANY OF THE ABOVE MIXTURES.
2. SWALE AND DITCH BOTTOMS SHOULD BE DOUBLE SEEDED.
3. ALL SLOPES STEEPER THAN 2:1 SHALL BE HYDROSEEDED.
4. GROWTH OF RYE GRASS IN EARLY SPRING MUST BE SUPPRESSED TO PREVENT RYE FROM CHOKING OUT PERMANENT GRASS SUCH AS BERMUDA, BAHIA OR FESCUE.

# PERMANENT GRASSING SCHEDULE (PER 1000SF)

NOTE: SEED ALL DISTURBED AREAS DUE TO GRADING OR TRENCHING AND ALL AREAS NOT TO BE PLANTED OR SODDED.
NOTE: ALL BOTTOM, SIDE SLOPES AND TOPS OF BANK OF DETENTION POND(S) SHALL BE SEEDED ACCORDING TO THE DETENTION POND PERMANENT SEED MIX BELOW.

FROM MAY 1 - AUGUST 31

| | | |
|---|---|---|
| 1 | POUND | BROWN TOP MILLET |
| 1 ½ | POUND | HULLED BERMUDA |
| 6 | OUNCES | CENTIPEDE GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

FROM SEPTEMBER 1 - APRIL 30

| | | |
|---|---|---|
| 2 | POUNDS | ANNUAL RYE |
| 1 ½ | POUND | UNHULLED BERMUDA |
| 6 | OUNCES | CENTIPEDE GRASS |
| 25 | POUNDS | 10-10-10 FERTILIZER |
| 75 | POUNDS | LIMESTONE |

DETENTION POND PERMANENT SEED MIX

FROM APRIL 1 - SEPTEMBER 30
6 - 8 OZ. WEEPING LOVEGRASS
½ LB. HULLED & UNHULLED BERMUDA
6 OZ. BROWNTOP MILLET
8 LBS. FERTILIZER

FROM OCTOBER 1 - MARCH 31
10 - 12 OZ. WEEPING LOVEGRASS
½ LB. UNHULLED BERMUDA
3 LBS. COMMON RYE
8 LBS. FERTILIZER

**The Lofts on Lincoln PLANT SCHEDULE**

**Job #: 2182**

**Last updated: 06-14-2021**

| TREES | KEY | LATIN NAME | COMMON NAME | CAL | HEIGHT | SPREAD | ROOT/CONT. | SPACING | CREDITS | ` |
|---|---|---|---|---|---|---|---|---|---|---|
| 21 | AMLA | Amelanchier laevis 'JFS-Arb PP15304' | Spring Flurry Serviceberry | 4" | 12-14" | | B&B | | 42 | Full, Well-branched, standards |
| 10 | LAIN-1 | Lagerstroemia indica 'Catawba' | Catawba Crape Myrtle | 2" | 8-10' | | B&B | | 10 | 3 or 5 stems only; full; well-branched |
| 9 | LAIN-2 | Lagerstroemia indica 'Sioux' | Sioux Crape Myrtle | 2" | 8-10' | | B&B | | 9 | 3 or 5 stems only; full; well-branched |
| 12 | PICH | Pistacia chinensis | Chinese Pistache | 4" | 14-16' | | B&B | | 24 | Full, Well-branched, single leader |
| 10 | ULPA | Ulmus parvifolia 'Bosque' | Bosque Lacebark Elm | 4" | 14-16' | | B&B | | 20 | Full, Well-branched, single leader |
| | | | | | | | | **TOTAL CREDITS:** | **105** | |
| **SHRUBS, GRASSES and GROUNDCOVERS** | | | | | | | | | | |
| 15 | CAJA | Camelia japonica | Camelia | | 15-18" | | #3 | | | Full, all plants to be uniform in shape and height |
| 77 | LOLO | Lomandra longifolia 'LM300' | Breeze Dwarf Mat Rush | | 15-18" | | QUARTS | | | Full, all plants to be uniform in shape and height |
| 1,473 | MUCA | Muhlenbergia capillaris | Pink Muhly Grass | | 24" min. | | #1 | 24" o.c. | | Full, all plants to be uniform in shape and height |
| 22 | POMA | Podocarpus mactophyllus var. maki | Shrubby Podocarpus | | 36" min. | | #3 | | | Full, all plants to be uniform in shape and height |
| 112 | TRAS | Trachelospermum asiaticum | Asiatic Jasmine | | | | QUARTS | 18" o.c. | | 2" mulch in groundcover bed |
| 47 | VITI | Viburnum tinus 'Compactum' | Spring Bouquet Viburnum | | 24" min. | | #1 | | | Full, all plants to be uniform in shape and height |
| **SOD/SEED** | | | | | | | | | | |
| 14,000 SF | SOD | Cynodon dactylon | Tifgreen Bermudagrass | | | | SOD | | | stagger joints and pin down on all slopes greater than 4:1 |
| **OTHER** | | | | | | | | | | |
| 50 | MULCH | TRIPLE SHREDDED HARDWOOD BARK MULCH | | | | | CY | | | 3" in all plant beds, saucers around trees and under existing trees as shown |

**NOTE: Materials list was prepared for estimating purposes. Contractor shall make own quantity take- off from drawings and specifications to determine quantities to his satisfaction, reporting promptly any discrepancies which may effect bidding. In the event of a plant quantity discrepancy, the planting plan shall take precedence over the plant schedule.**

COX AND DINKINS
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

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STATE OF SOUTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No.1057 JOHN M. DINKINS
REGISTERED LANDSCAPE ARCHITECT
NO. 1057

SOUTH CAROLINA LABOR, LICENSING AND REGULATION CERTIFICATE OF AUTHORIZATION COX AND DINKINS, INC. No. 361
CERTIFICATE OF AUTHORIZATION SEAL

REVISIONS

| No. | DATE | DESCRIPTION |
|---|---|---|

OWNER:

CATAWBA APARTMENTS, LLC
MR. ADAM BECK
3411 RICHMOND AVENUE,
SUITE 500
HOUSTON, TX 77046

832.209.1257

adam.beck@tdc-properties.com

PROJECT
**THE LOFTS ON LINCOLN**
**919 CATAWBA STREET**
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SC

SF NO. 188-3A

PROJECT NO. 2182

**LANDSCAPE DETAILS**

TMS 08914-08-02, -07, -09

BOOK 75F-P92; 398-5&61

DATE 6/14/2021

SHEET NO. **L2**

G:\Proj\2182 Dinerstein 919 Catawba\DRAWINGS\2182_Landscape.dwg, Plotted By: DLG, Plotted: Jun 15, 2021 - 4:17pm

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-096**

*Granting an encroachment to Sam and Omar Kammash, for the use of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09*

WHEREAS, Sam and Omar Kammash (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 3700 block of Gibson Street and the 3800 block of River Drive for the installation and maintenance of landscaping adjacent to 3820 and 3900 River Drive, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way areas of the 3700 block of Gibson Street and the 3800 block of River Drive adjacent to 3820 and 3900 River Drive, Richland County TMS#09103-05-12 and 09103-05-09, for the installation and maintenance of landscaping as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely

walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Mayor

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-096

## 3700 BLOCK OF GIBSON STREET AND THE 3800 BLOCK OF RIVER DRIVE ADJACENT TO 3820 AND 3900 RIVER DRIVE LANDSCAPING

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to 3820 and 3900 River Drive |
| **Council District:** | 1 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of landscaping. |
| **Applicant:** | Sam and Omar Kammash |
| **Staff Recommendation:** | Approval. |

| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of landscaping, as shown on the attached drawings.<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street Division** | Recommend approval. |
| **Denny Daniels, Columbia Water Engineering** | Recommend approval. |

| | |
|---|---|
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |
| **Tori Salvant, Parking Services** | Recommend approval. |

# City of Columbia

## City of Columbia GIS

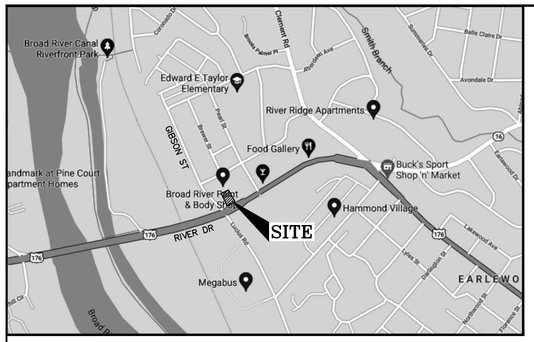
W E S

Thursday, November 4, 2021

CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia




VICINITY MAP
SCALE: 1"=1,000'

NOTES:
1. BOUNDARY AND SITE INFORMATION TAKEN FROM RICHLAND COUNTY ONLINE GIS INTERNET MAPPING SERVICE.
2. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES AT NO ADDITIONAL COST TO THE OWNER.
3. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING IMPROVEMENTS AND SURROUNDING AREA DIMENSIONS AND CONSTRUCTION.
4. THE CONTRACTOR SHALL REMOVE ALL ITEMS NECESSARY TO ALLOW THE PROPOSED CONSTRUCTION.

LANDSCAPE NOTES:
1. THE LANDSCAPE CONTRACTOR SHALL INSTALL AN IRRIGATION SYSTEM CAPABLE OF SUPPORTING THE INDICATED PLANTINGS.
2. ALL DISTURBED AREAS NOT INDICATED TO BE LANDSCAPED SHALL BE GRASSED IN ACCORDANCE WITH THE VEGETATIVE SCHEDULE ON THIS SHEET.
3. ALL PLANTING BEDS SHALL BE MULCHED WITH A 3 INCH LAYER OF CLEAN PINE STRAW.
4. ALL PLANTING BEDS SHALL BE RAKED SMOOTH AND CLEARED OF ROCKS, AND OTHER DEBRIS PRIOR TO PLACING MULCH.
5. ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE APPLIED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
6. NO HYDROSEEDING SHALL OVER SPRAY THE PLANTING BEDS.
7. THE LANDSCAPING CONTRACTOR MUST BE BONDED AND MUST PROVIDE A ONE YEAR WARRANTY ON LANDSCAPING AND THE IRRIGATION SYSTEM.
8. ALL PLANTING AREAS SHALL BE MECHANICALLY IRRIGATED.

MINIMUM GRASSING SPECIFICATIONS

1. SUMMER: FERTILIZATION: 1000 LBS. OF 10-10-10 PER ACRE

PERMANENT COVER:

| | |
|---|---|
| BAHIA GRASS | 40 LBS. PER ACRE ALONE<br>20 LBS. PER ACRE W/MIXTURE |
| HULLED BERMUDA | 8 LBS. PER ACRE ALONE<br>4 LBS. PER ACRE W/MIXTURE |
| BERMUDA SPRIGS | 100 LBS. PER ACRE BROADCAST |
| SERICEA LESPEDEZA (SCARIFIED) | 40 LBS. PER ACRE ALONE<br>40 LBS. PER ACRE IN MIXTURES |
| LOVEGRASS, WEEPING | 2 LBS. PER ACRE PLANT IN MIXTURES ONLY |

TEMPORARY SUMMER COVER:

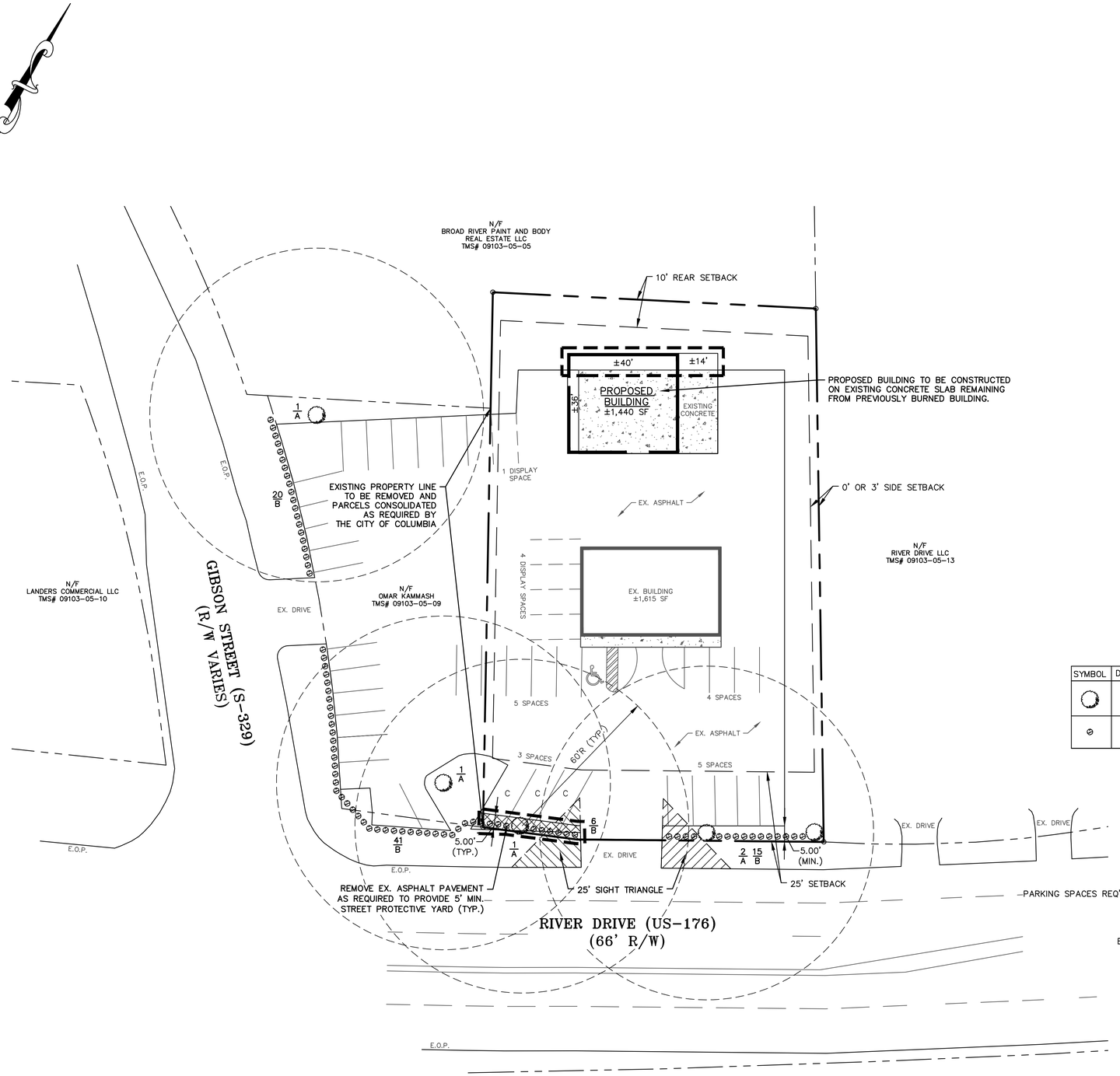
| | |
|---|---|
| LESPEDEZA, ANNUAL | 7 LBS. PER ACRE IN MIXTURE<br>(DO NOT PLANT ON SANDY SOILS) |
| BROWN TOP MILLET | 40 LBS. PER ACRE ALONE<br>20 LBS. PER ACRE IN MIXTURES |

2. WINTER:
A. WINTER PERMANENT:
1) TALL MEADOW FESCUE, 40 LBS. PER ACRE FROM SEPT. 1 TO APRIL 15 ONLY ON FERTILE SANDY CLAY OR CLAY SOILS.
2) PLANTING FROM SEPT. 15 TO FEB. 15 ON SANDS MUST BE OF TEMPORARY WINTER CLOVER AND THEN SEEDED TO A PERMANENT SUMMER COVER.

B. WINTER TEMPORARY: SEPT. 1 TO MAY 1

| | |
|---|---|
| RYE GRASS | 60 LBS. PER ACRE ALONE<br>20 LBS. PER ACRE IN MIXTURES |
| OATS | 4 LBS. PER ACRE ALONE |
| SEPT. 1 TO MAR. 1 | 2 LBS. PER ACRE IN MIXTURE |
| RYE | 1-1/2 LBS. PER ACRE ALONE<br>1 LB. PER ACRE IN MIXTURE |

OTHER PLANTINGS OR SEEDING AS CONTAINED IN THE CRITICAL AREA STABILIZATION SECTION OF SCS HANDBOOK, EROSION AND SEDIMENT CONTROL IN DEVELOPING AREAS, MAY BE USED PROVIDED ALL APPLICABLE SPECIFICATIONS CONTAINED IN SAID HANDBOOK ARE COMPLIED WITH.




TREE AND PLANT SCHEDULE

| SYMBOL | DES. | NUMBER | SPECIES | SIZE (MIN.) | SPACING |
|---|---|---|---|---|---|
| | A | 5 EA. | WILLOW OAK (LARGE TREE) | 2" CAL. | AS SHOWN |
| | B | 82 EA. | DWARF YAUPON (SHRUB) | 24" HEIGHT | 3' O.C. |

TOTAL DISTURBED AREA
±850 SF

LEGEND
LIMITS OF DISTURBANCE

PARKING SUMMARY
PARKING SPACES REQ'D (DEALERSHIP) = ±3,055 SF @ 3.5 SPACES/1,000 SF = 11 SPACES
TOTAL PARKING SPACES REQ'D = 11 SPACES
EX. SPACES PROVIDED = 16 SPACES
EX. ACCESSIBLE SPACES PROVIDED = 1 SPACES
TOTAL EX. SPACES PROVIDED = 17 SPACES

SETBACKS
FRONT = 25'
SIDE = 0' OR 3'
REAR = 10'

PARCEL SUMMARY
TMS# 09103-05-12
AREA = ±0.53 AC.
ZONING: C-3

OWNER
SAM & OMAR KAMMASH
K.O. ENTERPRISE
COLUMBIA, SC 29201
(803)319-5004.

CONTRACTOR
JIM WHEATLEY
HOOVER BUILDINGS OF LEXINGTON
1120 TWO NOTCH ROAD
LEXINGTON, SC 29073
803-359-9128

PROJECT No. 21031

GRAPHIC SCALE
20 0 10 20 40 80
( IN FEET )
1 inch = 20 ft.

SOUTH CAROLINA HERITAGE ENGINEERING, INC. No. C01354 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15867 DANIEL A. CREED

HERITAGE ENGINEERING INC.
10719 WILSON BLVD. • P.O. BOX 923 • BLYTHEWOOD, S.C. 29016
(803) 714-9632 OFFICE • HERITAGESC@MINDSPRING.COM

| REVISIONS NO. | DATE | DESCRIPTION |
|---|---|---|
| 3 | 8/19/2021 | REV. LANDSCAPING PER CITY OF COLUMBIA |
| 2 | 8/12/2021 | REV. PER CITY OF COLUMBIA |
| 1 | 5/12/2021 | ADD LANDSCAPING |

# SITE PLAN
# K.O. BUILDING REPLACEMENT

PREPARED FOR
HOOVER BUILDINGS OF LEXINGTON
IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA

DATE: APRIL 29, 2021 | SCALE: 1" = 20' | SHEET C1 OF 1

# REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date:

Property Owner: Sam & Omar Kammash

Business Name/Applicant's Name if different than owner: K.O. Enterprise

Contact Information: Telephone Number: 803-319-5004 Fax Number:

Mailing address: 3900 River Drive E-mail address:

Business Name/Development Name for Encroachment: K.O. Enterprise

**Encroachment type:** ____Wall ____Fence ____Columns ____Steps ____Irrigation System __X__Landscaping ____Driveway ____Pavers ____Sidewalk/Walkway ____Planters ____Awning ____Underground Utilities Other:

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material:

☐ ***OUTDOOR DINING:*** *The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.*

Hours/days of operation for outdoor dining:

Posted Maximum Capacity Allowance (inside/outside combined): No. of chairs outdoors: No. of Tables Outdoors:

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: If not, do you intend to apply for an ABL license?

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

X
Name/Title:
Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

| CONTACT | DEPARTMENT | PHONE | FAX | E-MAIL |
|---|---|---|---|---|
| Johnathan Chambers | Development Services (Land Development) | 803-545-3333 | 803-255-8935 | jechambers@columbiasc.net |
| John Fellows | Development Services (Planning) | 803-545-3222 | 803-733-8647 | jsfellows@columbiasc.net |
| Rachel Bailey | Development Services (Zoning) | 803-545-3332 | 803-733-8647 | rlbailey@columbiasc.net |
| Jerry Thompson | Development Services (Building Inspections) | 803-545-3420 | 803-733-8699 | jlthompson@columbiasc.net |
| Tori Salvant | Development Services (Development Center) | 803-545-3420 | 803-733-8699 | tcsalvant@columbiasc.net |
| Amy Moore | Development Services (Historic Preservation) | 803-545-3222 | 803-733-8647 | aemoore@columbiasc.net |
| Lucinda Statler | Development Services (Urban Design) | 803-545-0229 | 803-733-8647 | lsstatler@columbiasc.net |
| Jerry Thompson | Development Services (Commercial Plan Review) | 803-545-3420 | 803-733-8647 | jlthompson@columbiasc.net |
| Scott Holder | Development Services (Landscaping) | 803-545-3218 | 803-255-8935 | jsholder@columbiasc.net |
| Denny Daniels | Utilities & Engineering (Construction Management) | 803-545-3400 | 803-988-8199 | jddaniels@columbiasc.net |
| Robert Anderson | Public Works (Administration) | 803-545-3780 | 803-733-8648 | raanderson@columbiasc.net |
| Robert Sweatt | Public Works (Street Division) | 803-545-3790 | 803-545-3785 | rgsweatt@columbiasc.net |
| David Brewer | Public Works (Traffic Engineering) | 803-545-3850 | 803-733-8648 | ddbrewer@columbiasc.net |
| Caleb King | Public Works (Forestry & Beautification) | 803-545-3860 | 803-733-8648 | cdking@columbiasc.net |
| John Hooks | Public Works (Solid Waste) | 803-545-3800 | 803-733-8648 | jphooks@columbiasc.net |
| Chip Timmons | Risk Management | 803-733-8306 | 803-733-8245 | catimmons@columbiasc.net |
| Kris Scott | Fire Department | 803-545-3736 | 803-401-8839 | cfdkdscott@columbiasc.net |
| Linda Matney | Parking Services | 803-545-3070 | 803-733-8523 | lsmatney@columbia |

LR: 1/2017

Ordinance No.: 2021-098

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b)*

WHEREAS, the City of Columbia ( "the City") acting by and through its Mayor and City Council (the "City Council"), in compliance with the United States Constitution, the Constitution of the State of South Carolina, the South Carolina Code of Laws, 1976, as amended, and the United States Voting Rights Act of 1965, as amended (collectively, the "Law"), has determined to realign the electoral districts for the election of members of City Council following, pursuant to, and in accordance with the Federal Decennial Census of 2020 ("2020 U.S. Census") and the Law; and,

WHEREAS, there presently exist four single member districts ("Election Districts") for the election of City Council members in the City; and

WHEREAS**,** this Ordinance is for the purpose of defining the district boundaries of the Election Districts to meet the requirements of, and in accordance with, the Law; and,

WHEREAS, the re-defining of the election district boundaries for redistricting purposes is based upon the 2020 U.S. Census in order that the population of such Election Districts shall comply with the constitutional requirement of "One Person, One Vote" and the requirements set forth in the United States Voting Rights Act of 1965, as amended; and,

WHEREAS, the City, acting by and through its Mayor and City Council, will follow certain criteria in adopting new boundaries for its Election Districts, specifically, Election Districts shall be contiguous, and the City shall endeavor to reduce the splitting of neighborhoods primarily residential in character, and minimize the splitting of precincts, provided that these criteria shall be subordinate to Election District contiguity and compliance with the Law; and,

WHEREAS, the pertinent demographic data in reference to the Election Districts, from such 2020 U.S. Census, is attached to this ordinance as Exhibit A and is incorporated herein by reference and is fully set forth verbatim herein; and,

WHEREAS, a map depicting the redistricting of the Election Districts, as determined by City Council, in accordance with the Law, and utilizing the aforementioned criteria, is attached to this ordinance as Exhibit B, and is incorporated herein by reference as if fully set forth verbatim herein; and,

WHEREAS, City Council desires to clarify for the public what precincts and portions of precincts the Census Block numbers contained in this Ordinance signify, Exhibit C, which illustrates the aforesaid with population, both total and over eighteen (Voting Age Population or "VAP") and demographics for each precinct and precinct portion, is attached to this Ordinance for that purpose; and,

WHEREAS**,** City Council desires to authorize and direct City Staff to take such administrative actions and to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted Election Districts

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provided for and adopted in this Ordinance, including the elections required thereby, and in accordance with the Law; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2021, that the 1998 Code or Ordinances of the City of Columbia, South Carolina, Chapter 6, Elections, Sec. 6-2, Method of election; election districts, (b), is amended to read as follows:

(b)(1) The four single-member Election ~~d~~Districts, ~~composed of the following census blocks as enumerated by the United States Bureau of Census in the 2010 Decennial census as presented in Public Law 94-171:~~ for the election of City Council members in the City of Columbia are hereby redistricted as described in this section, with the map of the districts being kept on file in the office of the city clerk. Specifically, the four single-member Election Districts for the election of City Council members for the City of Columbia shall contain the following Census Blocks, allocated by district as follows:

~~(1) *City Council District 1.*~~

~~Lexington County~~

~~VTD 049~~

~~Tract 211.11~~

~~Blocks: 1000, 1001, 1002, 3000, 3001, 3002, 3003, 3006, 3009, 3011, 3012, 3013, 3014, 3016, 3018, 30239~~

~~VTD 049 Subtotal9~~

~~VTD 054~~

~~Tract 211.12~~

~~Blocks: 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2023, 2024, 2035, 2036, 2037399~~

~~VTD 054 Subtotal399~~

~~Richland County~~

~~Ardincaple~~

~~Tract 3~~

~~Blocks: 2012, 2018, 20190~~

~~Tract 4~~

~~Blocks: 20160~~

~~Tract 105.02~~

~~Blocks: 1007, 1009, 1012, 1013, 1015, 1016, 1017, 1018, 1021, 1022, 1026, 1033, 1034, 1039, 1040, 1044, 1045, 1048, 104954~~

~~Ardincaple Subtotal54~~

~~Beatty Road~~

~~Tract 104.10~~

~~Blocks: 3002, 30032~~

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~~Beatty Road Subtotal2~~

~~College Place~~

~~Tract 106~~

~~Blocks: 1000, 1001, 1002, 1006, 1008, 1014, 1015, 1030, 1031, 1033, 1037, 1039, 1042, 1043, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 20281,495~~

~~College Place Subtotal1,495~~

~~Dennyside~~

~~Tract 106~~

~~Blocks: 30010~~

~~Tract 107.01~~

~~Blocks: 3011, 3035, 3036, 30370~~

~~Dennyside Subtotal0~~

~~Dentsville~~

~~Tract 108.03~~

~~Blocks: 2028, 20290~~

~~Tract 108.04~~

~~Blocks: 1000, 1031, 10320~~

~~Dentsville Subtotal0~~

~~Fairlawn~~

~~Tract 108.05~~

~~Blocks: 1005, 1010, 10110~~

~~Tract 114.04~~

~~Blocks: 10850~~

~~Fairlawn Subtotal0~~

~~Fairwold1,165~~

~~Greenview~~

~~Tract 107.03~~

~~Blocks: 1001, 1003, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 1018, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 3000, 3002, 3003, 3004, 3006, 3008, 3009, 3010, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 30262,291~~

~~Greenview Subtotal2,291~~

~~Harbison #1~~

~~Tract 103.04~~

~~Blocks: 1018, 1025, 1058, 1059, 1062, 2005, 2007, 2009, 2013, 2014, 2021, 2023, 2026791~~

~~Tract 103.09~~

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~~Blocks: 3008, 3009, 3010, 3011, 3012, 3013, 3017, 3020, 3021, 3032457~~

~~Harbison #1 Subtotal1,248~~

~~Harbison #2~~

~~Tract 103.04~~

~~Blocks: 3024, 3025, 3026, 3027, 3028, 3029, 3035, 3036, 3037, 3038, 3039, 3040, 3042, 3043, 3044, 3045, 3047574~~

~~Tract 103.09~~

~~Blocks: 2000, 2001, 2002, 2003, 2004, 2056, 2057, 2058, 2059, 2060, 2061, 20621~~

~~Harbison #2 Subtotal575~~

~~Keels~~

~~Tract 108.05~~

~~Blocks: 1002, 1003, 1004, 1006, 1007, 1008, 10223~~

~~Keels Subtotal3~~

~~Kingswood~~

~~Tract 104.07~~

~~Blocks: 1000, 1001, 1002, 2005, 2025, 2026, 2028, 2029, 2030, 2035, 2040254~~

~~Tract 104.08~~

~~Blocks: 1011, 10132~~

~~Kingswood Subtotal256~~

~~Licolnshire~~

~~Tract 107.01~~

~~Blocks: 2006, 2007, 2008, 2009, 2011, 30050~~

~~Licolnshire Subtotal0~~

~~Meadowlake~~

~~Tract 107.02~~

~~Blocks: 3011, 30140~~

~~Tract 108.05~~

~~Blocks: 1009, 10120~~

~~Tract 108.06~~

~~Blocks: 1002, 1003, 1005, 1006, 1007, 1010, 1011, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1022, 1023, 1025, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1040, 1041, 1042, 1043, 1044, 1045, 1051, 1053555~~

~~Meadowlake Subtotal555~~

~~Monticello~~

~~Tract 102~~

~~Blocks: 3057, 31080~~

~~Tract 105.01~~

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~~Blocks: 2002, 2003, 2004, 2005, 2006, 2008, 2009, 2010, 2011, 2012, 2020, 2022581~~

~~Monticello Subtotal581~~

~~Oak Point~~

~~Tract 103.09~~

~~Blocks: 1009, 1010, 1012, 1017, 1018, 1019, 1020, 1021, 1022, 1033, 1034, 1036, 1041, 1042, 1043, 1044, 1045, 1046, 1048, 1049, 1057, 1062, 10641,745~~

~~Oak Point Subtotal1,745~~

~~Old Friarsgate~~

~~Tract 103.05~~

~~Blocks: 20040~~

~~Old Friarsgate Subtotal0~~

~~Parkridge~~

~~Tract 103.04~~

~~Blocks: 1000, 1003, 1005, 1009, 1011, 1016, 1017, 1026, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1039, 1040, 1041, 1042, 1044, 1045, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1056, 1057, 1060, 2004, 2010, 2011, 2012981~~

~~Parkridge Subtotal981~~

~~Pine Grove~~

~~Tract 103.04~~

~~Blocks: 4001, 4004, 4009, 4010, 4013, 4014, 401724~~

~~Tract 104.10~~

~~Blocks: 10020~~

~~Pine Grove Subtotal24~~

~~Ridgewood~~

~~Tract 3~~

~~Blocks: 1000, 1005, 10101~~

~~Tract 106~~

~~Blocks: 3024, 3044, 4001, 4003, 4004, 4012, 4014, 4015, 4024, 4026, 4029, 4030, 4031, 4032, 4033, 4037, 4038, 4040, 4042, 4043170~~

~~Ridgewood Subtotal171~~

~~Riverwalk~~

~~Tract 103.08~~

~~Blocks: 10280~~

~~Tract 103.09~~

~~Blocks: 1055, 1056, 2007, 2008, 2009, 2010, 2013, 2015, 2016, 2022, 2030, 2036, 2037, 2046, 2048, 2052, 2053, 3000, 300752~~

~~Riverwalk Subtotal52~~

LEGAL DEPARTMENT DRAFT

~~Skyland~~

~~Tract 6~~

~~Blocks: 20330~~

~~Tract 105.02~~

~~Blocks: 10460~~

~~Skyland Subtotal0~~

~~Walden~~

~~Tract 103.09~~

~~Blocks: 2063, 2064, 20650~~

~~Tract 104.07~~

~~Blocks: 20000~~

~~Tract 104.08~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 10156,164~~

~~Tract 104.09~~

~~Blocks: 1000, 1005, 1006, 1007, 1009, 1017, 1018, 1019, 1020, 1021, 1025851~~

~~Tract 105.01~~

~~Blocks: 20210~~

~~Walden Subtotal7,015~~

~~Ward 19~~

~~Tract 5~~

~~Blocks: 1000, 2009, 20280~~

~~Ward 19 Subtotal0~~

~~Ward 20~~

~~Tract 2~~

~~Blocks: 1020, 1021, 102917~~

~~Tract 4~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 2000, 2001, 2002, 2003, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 20261,874~~

~~Tract 6~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1011, 1015, 1016, 1017, 1020, 1023, 1029, 1030, 1031531~~

~~Ward 20 Subtotal2,422~~

~~Ward 21~~

~~Tract 1~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1043, 1044, 1045, 1046, 2000, 2001, 20021,992~~

~~Tract 109~~

~~Blocks: 1004, 1006, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 2000233~~

~~Ward 21 Subtotal2,225~~

~~Ward 22~~

~~Tract 3~~

~~Blocks: 1012, 1013, 1014, 1015, 1016, 1023, 1024, 1025, 1026, 1027, 1028, 1030, 1031, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 2005, 2006, 2011, 2013, 2015, 2016, 2017, 2025, 2029, 2030, 2032, 2033, 2034, 2035, 2036, 2037, 2039, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 20601,890~~

~~Tract 105.02~~

~~Blocks: 10080~~

~~Ward 22 Subtotal1,890~~

~~Ward 29~~

~~Tract 2~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1024583~~

~~Tract 106~~

~~Blocks: 3000, 3005, 3006, 3008, 3009, 3010, 3012, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3025, 3026, 3027, 3028, 3029, 3030, 3032, 3033, 3034, 3035, 3038, 3039, 3040, 3041, 3042, 3043, 3045, 3051, 4000, 4005, 4027, 40451,160~~

~~Ward 29 Subtotal1,743~~

~~Ward 3~~

~~Tract 6~~

~~Blocks: 1010, 1012, 1013, 1018, 1019, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1032, 2000, 2001, 2002, 2004, 2005, 2006, 2010, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 20451,750~~

~~Tract 7~~

~~Blocks: 20190~~

~~Tract 105.02~~

~~Blocks: 1010, 1027, 1028, 1031, 1032, 1035, 1036, 1037, 1047, 1050213~~

~~Ward 3 Subtotal1,963~~

~~Ward 311,723~~

~~Ward 4~~

~~Tract 5~~

~~Blocks: 2027, 2046, 20580~~

~~Tract 7~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 1010, 1011, 1012, 1013, 1014, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1042, 1043, 1044, 1045, 1057, 1058, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 20321,681~~

~~Ward 4 Subtotal1,681~~

~~Westminster~~

~~Tract 104.12~~

~~Blocks: 10000~~

~~Westminster Subtotal0~~

~~DISTRICT TOTAL32,268~~

~~(2) *City Council District 2.*~~

~~Lexington County~~

~~VTD 052~~

~~Tract 205.10~~

~~Blocks: 4041151~~

~~VTD 052 Subtotal151~~

~~Richland County~~

~~Dentsville~~

~~Tract 108.04~~

~~Blocks: 1026, 10270~~

~~Dentsville Subtotal0~~

~~Edgewood~~

~~Tract 109~~

~~Blocks: 2006, 2009, 2010, 2011, 2012, 2013, 2030, 2031, 2032, 2033, 2035, 2038, 2040, 2041, 2042, 2045, 2050, 2054, 2055, 2057, 2058, 20591,348~~

~~Tract 110~~

~~Blocks: 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1012, 1013, 1014, 1015, 1016, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 20141,525~~

~~Edgewood Subtotal2,873~~

~~Keenan~~

~~Tract 108.04~~

~~Blocks: 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2022, 2031, 2032, 2034, 2035, 2036, 2038472~~

~~Tract 111.01~~

~~Blocks: 1046, 1047, 1050, 2002, 3001, 3012, 3015, 3016, 3018, 302683~~

~~Keenan Subtotal555~~

~~N Forest Acres~~

LEGAL DEPARTMENT DRAFT

~~Tract 111.01~~

~~Blocks: 2010, 2013, 2014, 2017, 2021, 20247~~

~~N Forest Acres Subtotal7~~

~~Olympia~~

~~Tract 28~~

~~Blocks: 1025, 1052, 1054, 1057, 1060, 1065, 1073, 2000, 2001, 2007, 2011, 2022, 3026, 3031, 3032961~~

~~Olympia Subtotal961~~

~~Riverside~~

~~Tract 104.12~~

~~Blocks: 2028, 2029, 2037, 2038, 2039, 204138~~

~~Tract 104.13~~

~~Blocks: 1000, 1001, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1013, 1015, 1017, 1019, 1026, 1027, 1028, 1029, 1031, 1040, 1041, 2001, 2002, 2004, 2005, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 20231,903~~

~~Riverside Subtotal1,941~~

~~Skyland~~

~~Tract 104.03~~

~~Blocks: 3000, 3001, 3002, 3004, 3012, 3014, 3017, 3024, 3025, 3029, 3030, 3031, 3032, 3037, 3039, 30411,731~~

~~Tract 104.13~~

~~Blocks: 1002, 1030, 1032, 10335~~

~~Skyland Subtotal1,736~~

~~St. Andrews~~

~~Tract 104.03~~

~~Blocks: 1012, 1019, 1020, 1028, 1029, 1030, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1050, 1051, 1053, 1054, 1057, 1058, 1060, 1061, 1065, 1068, 1069, 1070, 1072, 1073, 1075, 1076, 1079, 1080, 1082, 1083, 1087, 1088, 1092, 1093, 1094, 1095, 1096, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1112, 1116, 2003, 2008, 2016, 2018, 2019, 2021, 2023, 2024, 2035, 2038, 2039, 2043, 2047, 2048, 2050, 2051, 2052366~~

~~St. Andrews Subtotal366~~

~~Ward 1~~

~~Tract 29~~

~~Blocks: 2000, 2026, 3002, 3004, 3005746~~

~~Tract 31~~

~~Blocks: 2042, 20460~~

~~Ward 1 Subtotal746~~

~~Ward 18~~

~~Tract 11~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 2004, 2005, 2007, 2008, 2009, 2010, 2011, 2012, 2019, 2020, 2021, 5000, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5010, 5011, 5012, 5013, 5014, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5022, 5023, 5024, 5025, 50262,048~~

~~Ward 18 Subtotal2,048~~

~~Ward 19~~

~~Tract 5~~

~~Blocks: 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1012, 1013, 1014, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1029, 1030, 1031, 1032, 1033, 1034, 1037, 1038, 1039, 1041, 1042, 1044, 1045, 1046, 1047, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2048, 2051, 2052, 2053, 20552,148~~

~~Ward 19 Subtotal2,148~~

~~Ward 21,017~~

~~Ward 21~~

~~Tract 109~~

~~Blocks: 2003, 2004, 2005, 2007, 2008, 2014, 2015, 2017, 2019, 2020, 2021, 2022, 2025, 2026, 2027, 2028, 2034, 2036, 2046, 2049, 2051, 2053, 2056875~~

~~Tract 110~~

~~Blocks: 1000, 100123~~

~~Ward 21 Subtotal898~~

~~Ward 301,297~~

~~Ward 321,345~~

~~Ward 33~~

~~Tract 13~~

~~Blocks: 2022, 2026, 2027, 2028, 2029, 3000, 3001, 3002, 3003, 3009, 3010, 3012, 3013, 3014, 3015, 3016, 3017, 3018449~~

~~Tract 21~~

~~Blocks: 3007, 30170~~

~~Tract 30~~

~~Blocks: 1004, 1005, 1006, 101066~~

~~Ward 33 Subtotal515~~

~~Ward 34~~

~~Tract 11~~

~~Blocks: 4001, 4002, 4003, 4004, 5027, 5028602~~

~~Ward 34 Subtotal602~~

~~Ward 4~~

~~Tract 5~~

~~Blocks: 2043, 2044, 2045, 2047, 2054, 20560~~

LEGAL DEPARTMENT DRAFT

~~Tract 7~~

~~Blocks: 1000, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1015, 1016, 1017, 1018, 1019, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 105655~~

~~Tract 10~~

~~Blocks: 3001, 3002, 3004, 3005, 3006, 3007, 3008306~~

~~Ward 4 Subtotal361~~

~~Ward 5~~

~~Tract 28~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1055, 1062, 1063, 1064, 1074, 1077, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3020, 3021, 3022, 3023, 3024, 3028, 30294,422~~

~~Tract 29~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025563~~

~~Tract 31~~

~~Blocks: 2043, 2044, 2045, 2047, 20510~~

~~Ward 5 Subtotal4,985~~

~~Ward 6~~

~~Tract 111.01~~

~~Blocks: 2000, 2001, 2003, 2004, 2005, 2006, 2007, 2008, 2011, 2018, 2019, 2022, 2023, 2025, 2026, 2027, 2028, 3013, 3017, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 30441,508~~

~~Ward 6 Subtotal1,508~~

~~Ward 7~~

~~Tract 7~~

~~Blocks: 10010~~

~~Tract 9~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1017, 2009, 2010, 2011, 2012, 2013, 2014, 2016, 2017, 2018, 2022, 2023, 2024, 2026, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2043, 2045, 2046, 2047, 2048, 3000, 3001, 3002, 3003, 3004, 3005, 30061,780~~

~~Tract 10~~

~~Blocks: 3000, 300334~~

~~Tract 110~~

~~Blocks: 20170~~

~~Ward 7 Subtotal1,814~~

LEGAL DEPARTMENT DRAFT

~~Ward 82,163~~

~~Ward 92,185~~

~~Westminster~~

~~Tract 104.12~~

~~Blocks: 1001, 1002, 2000, 2006, 2023, 2034, 203670~~

~~Tract 104.13~~

~~Blocks: 2000, 2003, 20063~~

~~Westminster Subtotal73~~

~~DISTRICT TOTAL32,295~~

~~(3) *City Council District 3.*~~

~~Richland County~~

~~Bluff~~

~~Tract 117.02~~

~~Blocks: 2006, 2007, 2008, 2012, 2013, 2014, 2016, 2018, 2021, 2025, 2026, 2029, 2030, 2031, 2032, 2035, 2036, 2037, 2038, 2040, 2042, 2044, 2045, 2048, 2051, 2052, 2053, 2054, 2060, 2077, 2082, 2083, 2091, 2092, 2096, 210438~~

~~Bluff Subtotal38~~

~~Brandon~~

~~Tract 116.03~~

~~Blocks: 20480~~

~~Tract 116.07~~

~~Blocks: 1007, 1008, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1035, 1043, 1044, 1045, 1046, 1047, 1048, 1054, 1055, 10562,264~~

~~Tract 116.08~~

~~Blocks: 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1019, 1020, 1022, 1023, 1024, 1025, 1027, 1028, 1030, 1031, 1036, 1040, 1042, 1045, 1047, 1048, 1051, 1053, 1054, 1055, 1056, 1062, 1063, 1064, 1065, 1066, 1067, 1069, 1071, 1072, 1073, 10741,315~~

~~Brandon Subtotal3,579~~

~~Hampton~~

~~Tract 26.02~~

~~Blocks: 2036, 203857~~

~~Tract 26.03~~

~~Blocks: 1000, 1003, 1004, 1005, 1026, 1041, 1049, 1050, 1051, 1053, 1054, 1056, 1059, 1060, 1061, 1063, 1066, 2004, 2005, 2006, 2007, 2009, 2010, 2011, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023, 2024, 2025, 2026, 2030, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2052, 2053, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3012, 3013, 3014, 3015, 30221,751~~

~~Hampton Subtotal1,808~~

LEGAL DEPARTMENT DRAFT

~~Meadowfield~~

~~Tract 116.04~~

~~Blocks: 4007, 4008, 4009, 4020, 4021, 4024, 4025, 4026, 4027, 4030603~~

~~Tract 116.07~~

~~Blocks: 1000, 1001, 1002, 1005, 1006172~~

~~Meadowfield Subtotal775~~

~~Mill Creek~~

~~Tract 116.07~~

~~Blocks: 1049, 1050, 1051, 1052, 1053, 1070, 1072174~~

~~Tract 116.08~~

~~Blocks: 1070, 4002, 4012, 40140~~

~~Mill Creek Subtotal174~~

~~N Forest Acres~~

~~Tract 112.02~~

~~Blocks: 2004, 204812~~

~~N Forest Acres Subtotal12~~

~~Olympia~~

~~Tract 26.02~~

~~Blocks: 2016, 20390~~

~~Tract 26.03~~

~~Blocks: 30210~~

~~Tract 27~~

~~Blocks: 40060~~

~~Tract 28~~

~~Blocks: 2018, 2040, 2045, 2051, 20630~~

~~Tract 117.01~~

~~Blocks: 1049, 1053, 1054, 1055, 1063, 1065, 1071, 1072, 1073, 2001, 2002, 2005, 2006, 2007, 2009, 2017, 2020, 2021, 2024, 2025, 2027, 2032, 2036, 2051307~~

~~Olympia Subtotal307~~

~~S Forest Acres~~

~~Tract 12~~

~~Blocks: 1019, 1024, 1025, 1026, 1038, 1041, 10427~~

~~S Forest Acres Subtotal7~~

~~South Beltline~~

~~Tract 26.03~~

~~Blocks: 2000, 2001, 20550~~

LEGAL DEPARTMENT DRAFT

~~Tract 26.04~~

~~Blocks: 1000, 1001, 1005, 1007, 1008, 1009, 1010, 1011, 1015, 1017, 1020, 1023, 1024, 1030, 1031, 1032, 1033, 1038974~~

~~Tract 116.04~~

~~Blocks: 1000, 1001, 1003, 1004, 1005, 1006, 1007, 1009, 1010, 1011, 1012, 1013, 2000, 2002, 2003970~~

~~South Beltline Subtotal1,944~~

~~Ward 1~~

~~Tract 27~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007501~~

~~Tract 29~~

~~Blocks: 3000, 3001, 30031,923~~

~~Tract 30~~

~~Blocks: 1001, 1003, 1007, 1011, 1012, 1013, 1014, 1015, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 30242,754~~

~~Tract 31~~

~~Blocks: 2041, 2048, 2049, 2050135~~

~~Ward 1 Subtotal5,313~~

~~Ward 10~~

~~Tract 27~~

~~Blocks: 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3012, 3013, 3014, 3015, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 4001, 4002, 4003, 4004, 4010, 4011, 4012, 40132,174~~

~~Ward 10 Subtotal2,174~~

~~Ward 11~~

~~Tract 26.02~~

~~Blocks: 1005, 1006, 1007, 1008, 1009, 1010, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1053, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 20371,738~~

~~Tract 26.03~~

~~Blocks: 1043, 3017487~~

~~Ward 11 Subtotal2,225~~

~~Ward 122,034~~

~~Ward 132,786~~

~~Ward 142,038~~

~~Ward 151,297~~

~~Ward 16~~

LEGAL DEPARTMENT DRAFT

~~Tract 12~~

~~Blocks: 1039, 1040, 104444~~

~~Tract 23~~

~~Blocks: 1004, 1005, 1006, 1012, 1013, 1016, 1017, 1018245~~

~~Tract 25~~

~~Blocks: 30020~~

~~Ward 16 Subtotal289~~

~~Ward 17~~

~~Tract 25~~

~~Blocks: 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4009, 4010, 4011404~~

~~Ward 17 Subtotal404~~

~~Ward 18~~

~~Tract 11~~

~~Blocks: 2002, 2003, 2006, 2013, 2014, 3023159~~

~~Ward 18 Subtotal159~~

~~Ward 231,357~~

~~Ward 33~~

~~Tract 21~~

~~Blocks: 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3018, 3019, 3020, 3021, 3022, 3023, 3027847~~

~~Tract 30~~

~~Blocks: 1008, 10098~~

~~Ward 33 Subtotal855~~

~~Ward 34~~

~~Tract 11~~

~~Blocks: 2000, 2001, 2015, 2016, 2017, 2018, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3016, 3017, 3018, 3019, 3024, 3025, 3026, 3033, 4000, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4013, 4014927~~

~~Ward 34 Subtotal927~~

~~Ward 5~~

~~Tract 27~~

~~Blocks: 4000107~~

~~Tract 28~~

~~Blocks: 3018, 30190~~

~~Ward 5 Subtotal107~~

~~Ward 6~~

~~Tract 112.02~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2021, 2022, 2047273~~

~~Ward 6 Subtotal273~~

~~Woodlands~~

~~Tract 116.04~~

~~Blocks: 2013, 2014, 2016, 2017, 2038, 2039, 2040, 2045, 2046, 2047, 2048, 2049, 2055, 2060, 30321,795~~

~~Woodlands Subtotal1,795~~

~~DISTRICT TOTAL32,677~~

~~(4) *City Council District 4.*~~

~~Richland County~~

~~Brandon~~

~~Tract 116.08~~

~~Blocks: 2009, 2010, 2015, 20177~~

~~Brandon Subtotal7~~

~~Caughman Road~~

~~Tract 116.06~~

~~Blocks: 1000, 1005, 1010, 4002, 4003, 4005, 4020281~~

~~Caughman Road Subtotal281~~

~~Gregg Park~~

~~Tract 24~~

~~Blocks: 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3038, 3039, 3040734~~

~~Tract 113.01~~

~~Blocks: 5000, 5009, 6001, 6005, 6006, 6007, 6008, 6009, 6010, 6015, 6018, 6020, 6021, 6025, 6026, 6027, 7082, 7097, 709852~~

~~Tract 115.01~~

~~Blocks: 4012, 40600~~

~~Gregg Park Subtotal786~~

~~Lykesland~~

~~Tract 116.06~~

~~Blocks: 2000, 2002, 2008, 2019, 2020178~~

~~Tract 116.08~~

~~Blocks: 3000, 3003, 3006, 3007, 3008, 3009, 3012, 3013, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3026, 3030, 6000, 6001, 6002, 6003, 6004, 6005, 6006, 6019793~~

~~Lykesland Subtotal971~~

~~Meadowfield~~

~~Tract 116.04~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3027, 3034, 3035, 3036, 3037, 3038, 3039, 4001, 4002, 4003, 4006704~~

~~Meadowfield Subtotal704~~

~~Mill Creek~~

~~Tract 116.08~~

~~Blocks: 4004, 4005, 5002, 5003328~~

~~Mill Creek Subtotal328~~

~~Pennington~~

~~Tract 116.03~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1037, 1038, 1039, 1046, 1047, 1048, 1049, 1051, 1052, 1054, 1055, 1057, 1058, 1059, 1060, 1061, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1075, 1078, 1080, 1085, 1086, 1087, 1088, 1089, 1090, 1093, 1095, 2029, 20473,549~~

~~Tract 116.08~~

~~Blocks: 1058, 1059, 1060, 10610~~

~~Pennington Subtotal3,549~~

~~Pine Lakes~~

~~Tract 119.01~~

~~Blocks: 1004, 1005, 1006, 1007, 1009, 1017, 1018, 1021, 1023, 2020, 2032, 2033297~~

~~Pine Lakes Subtotal297~~

~~Polo Road~~

~~Tract 114.12~~

~~Blocks: 2001, 2002, 2003, 2004, 2005, 2007, 2032, 2039, 2040, 2041441~~

~~Tract 114.13~~

~~Blocks: 1001, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1021, 1022, 1024, 1026, 1027, 1035, 1036, 1037, 1038, 1040, 1041, 1042, 1043, 1044, 1049, 10501,831~~

~~Polo Road Subtotal2,272~~

~~Pontiac~~

~~Tract 114.07~~

~~Blocks: 1009, 1022, 1023, 1024, 1025, 1028, 1030, 1033, 1038, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1058, 1059, 1061, 1063, 1064, 1065, 1066, 1068, 1069, 1071, 1088, 1089, 1091, 1093, 1095, 1096, 1097, 1111, 1112, 1113, 1115, 1116, 1117, 1118, 1120, 1124, 11251,508~~

~~Tract 114.14~~

~~Blocks: 1041, 1042, 1044, 1051, 1057, 1060, 1062, 1064, 1066, 1067, 1068, 1069, 1072, 1081, 1082, 1084, 1085460~~

~~Pontiac Subtotal1,968~~

~~S Forest Acres~~

~~Tract 12~~

LEGAL DEPARTMENT DRAFT

~~Blocks: 1022, 102713~~

~~Tract 24~~

~~Blocks: 2006, 2007, 2009, 20268~~

~~Tract 112.01~~

~~Blocks: 1005, 1018, 1019, 1023, 1026, 20318~~

~~S Forest Acres Subtotal29~~

~~South Beltline~~

~~Tract 116.04~~

~~Blocks: 2009, 2010, 2053, 205922~~

~~South Beltline Subtotal22~~

~~Valhalla~~

~~Tract 114.14~~

~~Blocks: 10400~~

~~Valhalla Subtotal0~~

~~Ward 16~~

~~Tract 12~~

~~Blocks: 1028, 1029, 1030, 1031, 1032, 1035, 1036, 1046226~~

~~Tract 23~~

~~Blocks: 1000, 1001, 1002, 1003, 1009, 1010, 1011, 1014, 1015, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3023, 3024, 30251,016~~

~~Ward 16 Subtotal1,242~~

~~Ward 17~~

~~Tract 23~~

~~Blocks: 2000, 2001, 2002, 2003, 2013, 2014, 2015, 2016, 2017, 2018, 2019720~~

~~Tract 24~~

~~Blocks: 1016, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1042, 1043, 1044, 1046, 1047, 1048, 1052, 1053787~~

~~Ward 17 Subtotal1,507~~

~~Ward 24~~

~~Tract 12~~

~~Blocks: 1033, 1034, 1037135~~

~~Tract 23~~

~~Blocks: 3000, 3001, 3002, 3003, 3018, 3019, 3020, 3021, 3022160~~

~~Tract 24~~

~~Blocks: 1005, 1009, 1010, 1011, 1014, 1015, 1017197~~

LEGAL DEPARTMENT DRAFT

~~Tract 112.01~~

~~Blocks: 1020, 1021, 1022, 1028, 1029, 2012, 2013, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2030, 2032643~~

~~Ward 24 Subtotal1,135~~

~~Ward 25~~

~~Tract 24~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1012, 1013, 1018, 1019, 1020, 1021, 1022, 1040, 1041, 1045, 1049, 1050, 1051, 2008, 2010, 2011, 2012, 2013, 2014, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 3029, 3030, 30352,104~~

~~Tract 115.01~~

~~Blocks: 1088, 10890~~

~~Ward 25 Subtotal2,104~~

~~Ward 26~~

~~Tract 24~~

~~Blocks: 3028, 3031, 30320~~

~~Tract 115.01~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1090, 1091, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4020, 4021, 4022, 4023, 4024, 4025, 4026, 4027, 4028, 4029, 4030, 4031, 4032, 4033, 4034, 4035, 4036, 4037, 4038, 4039, 4040, 4041, 4042, 4043, 4044, 4045, 4046, 4047, 4048, 4049, 4050, 4051, 4052, 4053, 4054, 4055, 4056, 4057, 4058, 4059, 406110,945~~

~~Tract 115.02~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 20092,133~~

~~Tract 116.03~~

~~Blocks: 1041, 1042, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2049, 2050, 2051, 2052, 20531,403~~

~~Tract 9801~~

~~Blocks: 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052,~~

LEGAL DEPARTMENT DRAFT

~~1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 115422~~

~~Ward 26 Subtotal14,503~~

~~Woodfield~~

~~Tract 113.05~~

~~Blocks: 1004, 1022, 1029, 1030, 103594~~

~~Woodfield Subtotal94~~

~~Woodlands~~

~~Tract 116.04~~

~~Blocks: 2004, 2018, 2019, 2025, 2030, 2031, 2033, 2035, 2036, 2037, 3025, 3026, 3028, 3029, 3030, 3031, 3033573~~

~~Woodlands Subtotal573~~

~~DISTRICT TOTAL32,372~~

**District 1**

District 1: Lexington County: Vtd CHALLEDON: Block 211111000, Block 211111001, Block 211113000, Block 211113001, Block 211113002, Block 211113005, Block 211113006, Block 211113007, Block 211113008, Block 211113009, Block 211113011, Block 211113015, Block 211113016, Block 211113024; Vtd QUAIL VALLEY: Block 211122003, Block 211122004, Block 211122005, Block 211122009, Block 211122010, Block 211122011, Block 211122012, Block 211122013, Block 211122014, Block 211122015, Block 211122016, Block 211122018, Block 211122019, Block 211122021; Richland County: Vtd Fairwold, Vtd Ward 3: Block 6001010, Block 6001011, Block 6001017, Block 6001018, Block 6001019, Block 6001020, Block 6001022, Block 6001023, Block 6001024, Block 6001025, Block 6001026, Block 6001029, Block 6002000, Block 6002001, Block 6002002, Block 6002004, Block 6002005, Block 6002008, Block 6002010, Block 6002013, Block 6002014, Block 6002015, Block 6002016, Block 6002017, Block 6002018, Block 6002021, Block 6002022, Block 6002023, Block 6002024, Block 6002025, Block 6002026, Block 6002027, Block 6002028, Block 6002029, Block 6002030, Block 6002031, Block 6002032, Block 6002033, Block 6002034, Block 6002035, Block 6002036, Block 6002037, Block 6002038, Block 6002040, Block 6002041, Block 6002042, Block 6002043, Block 6002044, Block 6002046, Block 6002047, Block 7002018, Block 105021023, Block 105021028, Block 105021036, Block 105021037; Vtd Ward 4: Block 5002009, Block 7001007, Block 7001008, Block 7001009, Block 7001010, Block 7001011, Block 7001012, Block 7001016, Block 7001017, Block 7001018, Block 7001019, Block 7001020, Block 7001021, Block 7001022, Block 7001023, Block 7001024, Block 7001025, Block 7001026, Block 7001029, Block 7001031, Block 7001034, Block 7001035, Block 7001036, Block 7001037, Block 7001038, Block 7001039, Block 7002000, Block 7002001, Block 7002002, Block 7002003, Block 7002004, Block 7002005, Block 7002006, Block 7002007, Block 7002008, Block 7002009, Block 7002010, Block 7002011, Block 7002012, Block 7002013, Block 7002014, Block 7002015, Block 7002016, Block 7002017, Block 7002019, Block 7002020, Block 7002021, Block 7002022, Block 7002023, Block 7002024, Block 7002025, Block 7002026, Block 7002027, Block 7002028, Block 7002029, Block 7002030, Block 7002031, Block 7002032; Vtd Ward 20: Block 4001000, Block 4001001, Block 4001002, Block 4001003, Block 4001004, Block 4001005, Block 4001006, Block 4001007, Block 4001008, Block 4001009, Block 4001010, Block 4001011, Block 4001012, Block 4001013, Block 4001014, Block 4001015, Block 4001016, Block 4001017, Block 4001018, Block 4001019, Block 4001020, Block 4001021, Block 4001022, Block 4001023, Block 4001024, Block 4001025, Block 4001026, Block 4001027, Block 4001028, Block 4002000, Block 4002001, Block 4002002, Block 4002003, Block 4002005, Block 4002006, Block 4002007, Block 4002010, Block 4002011, Block 4002012, Block 4002013, Block 4002017, Block 4002018, Block 4002019, Block 4002020, Block 4002021, Block 4002022, Block 4002024, Block

LEGAL DEPARTMENT DRAFT

4002025, Block 6001000, Block 6001001, Block 6001002, Block 6001003, Block 6001004, Block 6001005, Block 6001006, Block 6001007, Block 6001008, Block 6001009, Block 6001013, Block 6001014, Block 6001015, Block 6001016, Block 6001021, Block 6001027, Block 6001028; Vtd Ward 21: Block 1001000, Block 1001001, Block 1001002, Block 1001003, Block 1001004, Block 1001005, Block 1001006, Block 1001007, Block 1001008, Block 1001009, Block 1001010, Block 1001011, Block 1001012, Block 1001013, Block 1001014, Block 1001015, Block 1001016, Block 1001017, Block 1001018, Block 1001019, Block 1001020, Block 1001021, Block 1001022, Block 1001023, Block 1001024, Block 1001025, Block 1001026, Block 1001027, Block 1001028, Block 1001029, Block 1001030, Block 1001031, Block 1001032, Block 1001033, Block 1001040, Block 1001041, Block 1001042, Block 1002000, Block 1002003, Block 1002004; Vtd Ward 22: Block 3001015, Block 3001016, Block 3001018, Block 3001019, Block 3001020, Block 3001021, Block 3001022, Block 3001023, Block 3001024, Block 3001025, Block 3001027, Block 3001028, Block 3001029, Block 3001030, Block 3001031, Block 3001032, Block 3001033, Block 3001034, Block 3001035, Block 3001036, Block 3002004, Block 3002007, Block 3002013, Block 3002014, Block 3002016, Block 3002017, Block 3002018, Block 3002020, Block 3002021, Block 3002022, Block 3002023, Block 3002024, Block 3002025, Block 3002026, Block 3002029, Block 3002030, Block 3002031, Block 3002034, Block 3002036, Block 3002037, Block 3002038, Block 3002039, Block 3002040, Block 3002041, Block 3002042, Block 3002043, Block 3002044, Block 3002045, Block 3002046, Block 3002047, Block 3002048, Block 3002049, Block 3002050, Block 3002051, Block 3002052, Block 105021035; Vtd Ward 29: Block 2001000, Block 2001001, Block 2001002, Block 2001003, Block 2001004, Block 2001005, Block 2001006, Block 2001007, Block 2001008, Block 2001009, Block 2001010, Block 2001011, Block 2001012, Block 2001013, Block 2001014, Block 2001015, Block 2001016, Block 2001017, Block 2001018, Block 2001019, Block 2001020, Block 2001021, Block 2001022, Block 2001023, Block 2001024, Block 106003000, Block 106003005, Block 106003006, Block 106003009, Block 106003010, Block 106003012, Block 106003016, Block 106003043, Block 106003044, Block 106003045, Block 106003046, Block 106003047, Block 106003048, Block 106003049, Block 106003050, Block 106003051, Block 106003052, Block 106003053, Block 106003054, Block 106003057, Block 106003058, Block 106003059, Block 106003065, Block 106003066, Block 106003072, Block 106003084; Vtd Ward 31: Block 1001034, Block 1001035, Block 1001036, Block 1001037, Block 1001038, Block 1001039, Block 1001043, Block 1001044, Block 1001045, Block 1001046, Block 1001047, Block 1002001, Block 1002002, Block 2001025, Block 2001026, Block 2001027, Block 2001028, Block 2001029, Block 2001030, Block 2001031, Block 2001032, Block 2001033, Block 2001034, Block 2001035, Block 2002000, Block 2002001, Block 2002002, Block 2002003, Block 2002004, Block 2002005, Block 2002006, Block 2002007, Block 2002008, Block 2002009, Block 2002010, Block 2002011, Block 2002012, Block 2002013, Block 2002014, Block 2002015, Block 2002016, Block 2002017, Block 2002018, Block 2002019; Vtd Ardincaple: Block 3002011, Block 3002019, Block 4002008, Block 105021005, Block 105021008, Block 105021010, Block 105021011, Block 105021012, Block 105021013, Block 105021015, Block 105021016, Block 105021019, Block 105021020, Block 105021025, Block 105021029, Block 105021030, Block 105021034, Block 105021038, Block 105021039, Block 105021040; Vtd Beatty Road: Block 104143000; Vtd College Place: Block 106001000, Block 106001001, Block 106001004, Block 106001005, Block 106001008, Block 106001013, Block 106001018, Block 106001027, Block 106001028, Block 106001029, Block 106001031, Block 106001033, Block 106001035, Block 106001038, Block 106001041, Block 106002000, Block 106002001, Block 106002002, Block 106002003, Block 106002004, Block 106002005, Block 106002006, Block 106002007, Block 106002008, Block 106002009, Block 106002010, Block 106002011, Block 106002012, Block 106002013, Block 106002014, Block 106002015, Block 106002016, Block 106002017, Block 106002018, Block 106002019, Block 106002020, Block 106002021, Block 106002022, Block 106002023, Block 106002024, Block 106002025, Block 106002026; Vtd Dennyside: Block 105011003, Block 105011037, Block 105011039, Block 105011040, Block 105011041, Block 105011042, Block 105011052, Block 105011053, Block 106003001, Block 106003004, Block 107013006, Block 107013009, Block 107013011, Block 107013016, Block 107013032; Vtd Dentsville: Block 108032004, Block 108032005, Block 108041000, Block 108041002, Block 108041004, Block 108041005; Vtd Fairlawn: Block 114211016; Vtd Greenview: Block 107031001, Block 107031003, Block 107031005, Block 107031006, Block 107031007, Block 107031008, Block 107031009, Block 107031010, Block 107031011, Block 107031012, Block 107031013, Block 107031014, Block 107031016, Block 107031017, Block 107031019, Block 107031020, Block 107031021, Block 107031022, Block 107031023, Block 107031024, Block 107031025, Block 107031026, Block 107031027, Block 107031028, Block 107031029, Block 107031030, Block 107031031, Block 107031032, Block 107032000, Block 107032001, Block 107032002, Block 107032003, Block 107032004, Block 107032005, Block 107032006, Block 107032007, Block 107032008, Block 107032009, Block 107032010, Block 107032011, Block 107032012, Block 107032013, Block 107032014, Block 107032015, Block 107032016, Block 107032017, Block 107032018, Block 107032019, Block 107032020, Block 107033000, Block 107033001, Block 107033002, Block 107033004, Block 107033005, Block 107033007, Block 107033008, Block 107033016, Block 107033017, Block

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107033018, Block 107033019, Block 107033020, Block 107033021, Block 107033022, Block 107033023, Block 107033024; Vtd Harbison 1: Block 103041013, Block 103041017, Block 103041026, Block 103041028, Block 103043025, Block 103043029, Block 103043030, Block 103043031, Block 103043033, Block 103043034, Block 103043035, Block 103043036, Block 103043037, Block 103043038, Block 103043039, Block 103043040, Block 103043069, Block 103043070, Block 103152006, Block 103152007, Block 103152008, Block 103152012, Block 103152013, Block 103152014, Block 103152016, Block 103152027; Vtd Harbison 2: Block 103043005, Block 103043006, Block 103043007, Block 103043008, Block 103043009, Block 103043017, Block 103043018, Block 103043050, Block 103043051, Block 103043052, Block 103043053, Block 103043054, Block 103043055, Block 103043056, Block 103043057, Block 103043060, Block 103043061, Block 103043062, Block 103043064, Block 103151000, Block 103151001, Block 103151002, Block 103151003, Block 103151021, Block 103151047; Vtd Keels 2: Block 108051000, Block 108051001, Block 108051004, Block 108051005, Block 108051006, Block 108051007, Block 108051014; Vtd Kingswood: Block 104071000, Block 104071001, Block 104071003, Block 104072004, Block 104072011, Block 104072015, Block 104072016, Block 104072018, Block 104072019, Block 104072026, Block 104072029, Block 104072031, Block 104072033, Block 104072035, Block 104072036, Block 104072040, Block 104081012; Vtd Lincolnshire: Block 107011032, Block 107013007, Block 107013010; Vtd Meadowlake: Block 107022014, Block 107022020, Block 107022021, Block 107023028, Block 108061002, Block 108061003, Block 108061006, Block 108061007, Block 108061008, Block 108061009, Block 108061012, Block 108061013, Block 108061017, Block 108061018; Vtd Monticello: Block 102003069, Block 102003070, Block 102003083; Vtd Oak Pointe 1: Block 103142000, Block 103142001, Block 103142002, Block 103142003, Block 103142005, Block 103142009, Block 103143008, Block 103143009, Block 103143010, Block 103143013, Block 103143014, Block 103143015; Vtd Parkridge 1: Block 103041006, Block 103041009, Block 103041012, Block 103041024, Block 103052006, Block 103052007; Vtd Parkridge 2: Block 103041018, Block 103041020, Block 103041021, Block 103041022, Block 103041023, Block 103041025, Block 103041029, Block 103041030, Block 103041031, Block 103041032, Block 103041035, Block 103041036, Block 103041037, Block 103041038, Block 103041041, Block 103041042, Block 103041043, Block 103041044; Vtd Pine Grove: Block 103042001, Block 103042004, Block 103042013, Block 103042014, Block 103042015, Block 104141007; Vtd Ridgewood: Block 3001000, Block 106003017, Block 106003018, Block 106003019, Block 106003024, Block 106003026, Block 106003029, Block 106003030, Block 106003032, Block 106003069, Block 106003071, Block 106003073, Block 106003074, Block 106003075, Block 106003076, Block 106003077, Block 106003080, Block 106003082, Block 106003083, Block 106003085, Block 106003086; Vtd Riverside: Block 104122028, Block 104122030, Block 104122034, Block 104122036, Block 104131000, Block 104131002, Block 104131004, Block 104131005, Block 104131013, Block 104131019, Block 104131020, Block 104131024, Block 104132005, Block 104132006, Block 104132007, Block 104132008, Block 104132009, Block 104132011, Block 104132012, Block 104132013, Block 104132014, Block 104132015, Block 104132016, Block 104132017, Block 104132019; Vtd Riverwalk: Block 103081025, Block 103142016, Block 103151006, Block 103151009, Block 103151013, Block 103151015, Block 103151032, Block 103151042, Block 103151045, Block 103152000, Block 103152001; Vtd Walden: Block 103151022, Block 103151023, Block 103151048, Block 104072000, Block 104081000, Block 104081001, Block 104081002, Block 104081003, Block 104081004, Block 104081005, Block 104081006, Block 104081007, Block 104081008, Block 104081009, Block 104081010, Block 104081011, Block 104081013, Block 104081014, Block 104081015, Block 104144007, Block 104144008, Block 104144009, Block 104144013, Block 104144014, Block 104144015, Block 104144016, Block 104144017, Block 104144023; Vtd Westminster: Block 104121000, Block 104121001, Block 104121002, Block 104121003, Block 104122000, Block 104122031, Block 104132000, Block 104132001, Block 104132003.

**District 2**

District 2: Lexington County: Vtd WOODLAND HILLS: Block 205104004, Block 205104008; Richland County: Vtd Ward 2, Vtd Ward 8, Vtd Ward 9, Vtd Ward 18, Vtd Ward 30, Vtd Ward 32, Vtd Ward 33, Vtd Ward 1: Block 29001000, Block 29001001, Block 29001002, Block 29001003, Block 29001004, Block 29001005, Block 29001006, Block 29001040, Block 29001046, Block 30001000, Block 30001001, Block 30001002, Block 30001003, Block 30001004, Block 30001005, Block 30001006, Block 30001007, Block 30001008, Block 30001009, Block 30001010, Block 30001011, Block 30001012, Block 30001013, Block 30002005, Block 30002006, Block 30002007, Block 30002008, Block 30002009, Block 30002010, Block 30002011, Block 30002012, Block 30002013, Block 30002014, Block 30002015, Block 30002016, Block 30002017, Block 30002018, Block 30002019, Block 30002020, Block 30002021, Block 30002022, Block 30002023, Block 30002024, Block 30002025, Block 30002026, Block 30002035,

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Block 30002036, Block 30002037, Block 30002038, Block 30002039, Block 31002041, Block 31002042, Block 31002043, Block 31002044, Block 31002050; Vtd Ward 3: Block 105021041; Vtd Ward 4: Block 5002032, Block 5002033, Block 5002034, Block 5002037, Block 5002039, Block 7001000, Block 7001001, Block 7001002, Block 7001003, Block 7001004, Block 7001005, Block 7001006, Block 7001013, Block 7001014, Block 7001015, Block 7001027, Block 7001028, Block 7001030, Block 7001032, Block 7001033, Block 7001040, Block 7001041, Block 7001042, Block 7001043, Block 10002011, Block 10002012, Block 10002013; Vtd Ward 5: Block 29001007, Block 29001008, Block 29001009, Block 29001010, Block 29001011, Block 29001012, Block 29001013, Block 29001028, Block 29001029, Block 29001030, Block 29001031, Block 29001032, Block 29001033, Block 29001035, Block 29001036, Block 29001037, Block 29001038, Block 29001039, Block 31002045, Block 31002046, Block 31002047, Block 31002048, Block 31002049; Vtd Ward 6: Block 111012000, Block 111012001, Block 111012002, Block 111012003, Block 111012004, Block 111012005, Block 111012007, Block 111012008, Block 111012009, Block 111012010, Block 111012012, Block 111012013, Block 111012014, Block 111012015, Block 111012021, Block 111013008, Block 111013013, Block 111013014, Block 111013021, Block 111013022, Block 111013023, Block 111013024, Block 111013025, Block 111013026, Block 111013027, Block 111013028, Block 111013032, Block 111013033, Block 111013034, Block 111013035, Block 112022005, Block 112022007, Block 112022008, Block 112022009, Block 112022010, Block 112022011, Block 112022012, Block 112022013, Block 112022014, Block 112022015, Block 112022016, Block 112022025, Block 112022026, Block 112022028, Block 112022029; Vtd Ward 7: Block 9001000, Block 9001001, Block 9001002, Block 9001003, Block 9001004, Block 9001005, Block 9001006, Block 9001007, Block 9001008, Block 9001009, Block 9001010, Block 9001011, Block 9001012, Block 9001015, Block 9002000, Block 9002009, Block 9002011, Block 9002013, Block 9002014, Block 9002016, Block 9002017, Block 9002020, Block 9002022, Block 9002023, Block 9002024, Block 9002025, Block 9002026, Block 9002027, Block 9002028, Block 9002029, Block 9002030, Block 9002031, Block 9002032, Block 9002033, Block 9002034, Block 9002035, Block 9002036, Block 9002037, Block 9002038, Block 9002039, Block 9002040, Block 9002043, Block 10002014, Block 10002015, Block 110001031; Vtd Ward 19: Block 5001000, Block 5001001, Block 5001002, Block 5001003, Block 5001005, Block 5001006, Block 5001007, Block 5001008, Block 5001011, Block 5001012, Block 5001013, Block 5001014, Block 5001015, Block 5001016, Block 5001017, Block 5001019, Block 5001020, Block 5001021, Block 5001023, Block 5001024, Block 5001025, Block 5001027, Block 5001028, Block 5001029, Block 5001030, Block 5001032, Block 5001033, Block 5001036, Block 5001037, Block 5001038, Block 5001039, Block 5001040, Block 5001041, Block 5001043, Block 5001044, Block 5001045, Block 5001046, Block 5002000, Block 5002001, Block 5002002, Block 5002003, Block 5002004, Block 5002005, Block 5002006, Block 5002007, Block 5002008, Block 5002010, Block 5002011, Block 5002012, Block 5002013, Block 5002014, Block 5002015, Block 5002016, Block 5002017, Block 5002018, Block 5002019, Block 5002020, Block 5002021, Block 5002022, Block 5002023, Block 5002024, Block 5002025, Block 5002026, Block 5002027, Block 5002028, Block 5002029, Block 5002030, Block 5002031, Block 5002035, Block 5002036, Block 5002038; Vtd Ward 21: Block 109001002, Block 109001003, Block 109001004, Block 109001008, Block 109001009, Block 109001010, Block 109001011, Block 109001013, Block 109001014, Block 109001015, Block 109001017, Block 109001018, Block 109001019, Block 109001023, Block 109001025, Block 109001027, Block 109001043, Block 109001044, Block 109001045, Block 109001050, Block 110001000, Block 110001001, Block 110001003; Vtd Ward 31: Block 109001040, Block 109001041, Block 109001042, Block 109001047, Block 109001048; Vtd Ward 34: Block 11001000, Block 11001001, Block 11001002, Block 11001003, Block 11001004, Block 11001005, Block 11001006, Block 11001007, Block 11001008, Block 11001009, Block 11001010, Block 11001011, Block 11001012, Block 11001013, Block 11001014, Block 11001022, Block 11001028, Block 11001030, Block 11001031, Block 11001032, Block 11001033, Block 11001034, Block 11001035, Block 11001036, Block 11001037, Block 11001038, Block 11001039, Block 11001040, Block 11001041, Block 11001042, Block 11001043, Block 11001044, Block 11001045, Block 11001046, Block 11001047, Block 11002026, Block 11002027, Block 11003014, Block 11003015; Vtd Dentsville: Block 108041016; Vtd Edgewood: Block 109001026, Block 109001028, Block 109001029, Block 109001030, Block 109001031, Block 109001032, Block 109001033, Block 109001035, Block 109001036, Block 109001038, Block 109001051, Block 110001004, Block 110001005, Block 110001006, Block 110001007, Block 110001008, Block 110001009, Block 110001010, Block 110001011, Block 110001012, Block 110001013, Block 110001014, Block 110001015, Block 110001016, Block 110001017, Block 110001018, Block 110001019, Block 110001020, Block 110001021, Block 110001022, Block 110001023, Block 110001024, Block 110001025, Block 110001026, Block 110001027, Block 110001028; Vtd North Forest Acres: Block 111012006, Block 111012018, Block 111012019, Block 111012020; Vtd Keenan: Block 108042002, Block 108042003, Block 108042004, Block 108042005, Block 108042006, Block 108042007, Block 108042008, Block 108042013, Block 108042024, Block 108042025, Block 108042026, Block 108042027, Block 108042028, Block 108042032, Block 108042033, Block 111011043, Block 111011045, Block 111013001, Block 111013010, Block 111013015, Block 111013029, Block 111013031; Vtd

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Riverside: Block 104131017, Block 104131018, Block 104131023, Block 104132018; Vtd St. Andrews: Block 104031012, Block 104031013, Block 104031014, Block 104031015, Block 104031016, Block 104031019, Block 104031020, Block 104031021, Block 104031024, Block 104031025, Block 104031029, Block 104031030, Block 104031031, Block 104031033, Block 104031035, Block 104031037, Block 104031042, Block 104031047, Block 104031050, Block 104031051, Block 104031055, Block 104031057, Block 104031059, Block 104031061, Block 104031062, Block 104031063, Block 104031064, Block 104031065, Block 104031066, Block 104031068, Block 104031069, Block 104031071, Block 104031072, Block 104031073, Block 104031074, Block 104031075, Block 104032014, Block 104032017, Block 104032019, Block 104032028, Block 104032031, Block 104032037, Block 104032038, Block 104032040, Block 104032041, Block 104032043, Block 104032045, Block 104032046, Block 104032048, Block 104032068, Block 104032077; Vtd Skyland: Block 6002048, Block 104032000, Block 104032001, Block 104032003, Block 104032008, Block 104032050, Block 104032054, Block 104032061, Block 104032064, Block 104032071, Block 104032072, Block 105021042; Vtd Westminster: Block 104122016, Block 104122017.

**District 3**

District 3: Richland County: Vtd Ward 12, Vtd Ward 13, Vtd Ward 14, Vtd Ward 23, Vtd Ward 1: Block 27001000, Block 27001001, Block 27001002, Block 27001003, Block 27001004, Block 27001005, Block 27001006, Block 30002027, Block 30002031, Block 30002032, Block 30002033, Block 30002034; Vtd Ward 5: Block 27003007, Block 28001000, Block 28001001, Block 28001002, Block 28001003, Block 28001004, Block 28001005, Block 28001006, Block 28001007, Block 28001008, Block 28001009, Block 28001010, Block 28001011, Block 28001012, Block 28001013, Block 28001014, Block 28001015, Block 28001016, Block 28001017, Block 28001018, Block 28001019, Block 28001020, Block 28001021, Block 28001022, Block 28001023, Block 28001024, Block 28001025, Block 28001026, Block 28001032, Block 28001033, Block 28001036, Block 28001039, Block 28001040, Block 28001041, Block 28001042, Block 28001043, Block 28001045, Block 28001046, Block 28001047, Block 28001048, Block 28001049, Block 28001053, Block 28001057, Block 28001060, Block 28003000, Block 28003001, Block 28003002, Block 28003003, Block 28003004, Block 28003005, Block 28003006, Block 28003007, Block 28003008, Block 28003009, Block 28003010, Block 28003011, Block 28003012, Block 28003013, Block 28003014, Block 28003015, Block 28003016, Block 28003017, Block 28003018, Block 28003019, Block 28003023, Block 28003024, Block 28003026, Block 29001014, Block 29001015, Block 29001016, Block 29001017, Block 29001018, Block 29001019, Block 29001020, Block 29001021, Block 29001022, Block 29001023, Block 29001024, Block 29001025, Block 29001026, Block 29001027, Block 29001034, Block 29001041, Block 29001042, Block 29001043, Block 29001044, Block 29001045; Vtd Ward 10: Block 27002000, Block 27002001, Block 27002002, Block 27002003, Block 27002004, Block 27002005, Block 27002006, Block 27002007, Block 27002008, Block 27002009, Block 27002010, Block 27002011, Block 27002012, Block 27002013, Block 27002014, Block 27002015, Block 27003001, Block 27003002, Block 27003003, Block 27003004, Block 27003005, Block 27003006, Block 27003008, Block 27003009, Block 27003010, Block 27003011, Block 27003012, Block 27003013, Block 27003015, Block 27003016, Block 27003017, Block 27003018, Block 27003020, Block 27003021, Block 27003022, Block 27003023, Block 27003024, Block 27003026, Block 27003027, Block 27003029, Block 27003030, Block 27003031, Block 27003032, Block 27003033, Block 27003034, Block 27003035, Block 27003036; Vtd Ward 11: Block 26021005, Block 26021006, Block 26021007, Block 26021008, Block 26021009, Block 26021010, Block 26021029, Block 26021030, Block 26021031, Block 26021032, Block 26021033, Block 26021034, Block 26021035, Block 26021036, Block 26021039, Block 26021040, Block 26021041, Block 26021042, Block 26021043, Block 26021044, Block 26021045, Block 26021046, Block 26021053, Block 26022000, Block 26022001, Block 26022002, Block 26022003, Block 26022004, Block 26022005, Block 26022006, Block 26022007, Block 26022008, Block 26022009, Block 26022010, Block 26022011, Block 26022012, Block 26022013, Block 26022014, Block 26022015, Block 26022016, Block 26022017, Block 26022018, Block 26022019, Block 26022020, Block 26022021, Block 26022022, Block 26022023, Block 26022024, Block 26022025, Block 26022026, Block 26022027, Block 26022028, Block 26022029, Block 26022030, Block 26022031, Block 26022032, Block 26022033, Block 26022034, Block 26022039, Block 26022043, Block 26051015, Block 26052055; Vtd Ward 15: Block 22001000, Block 22001001, Block 22001002, Block 22001003, Block 22001007, Block 22002000, Block 22002001, Block 22002002, Block 22002003, Block 22002004, Block 22002005, Block 22002006, Block 22002007; Vtd Ward 17: Block 25004000, Block 25004001, Block 25004002, Block 25004003, Block 25004004, Block 25004005, Block 25004007, Block 25004008, Block 25004009; Vtd Bluff: Block 117022003, Block 117022006, Block 117022008, Block 117022009, Block 117022010, Block 117022014, Block 117022015, Block 117022016, Block 117022017, Block 117022020, Block 117022021, Block 117022022, Block 117022023, Block 117022024, Block 117022025, Block 117022026, Block 117022027, Block

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117022028, Block 117022029, Block 117022030, Block 117022036, Block 117022037, Block 117022038, Block 117022039, Block 117022040, Block 117022044, Block 117022045, Block 117022046, Block 117022047, Block 117022052, Block 117022053, Block 117022060, Block 117022063, Block 117022067, Block 117022082, Block 117022083, Block 117022086, Block 117022088, Block 117022089, Block 117022095; Vtd Brandon 1: Block 116081060, Block 116081063, Block 116081065, Block 116081066, Block 116081067, Block 116081068, Block 116081069, Block 116081070; Vtd Brandon 2: Block 116071004, Block 116071006, Block 116071007, Block 116071008, Block 116071009, Block 116071010, Block 116071012, Block 116071013, Block 116071014, Block 116071020, Block 116071021, Block 116071023, Block 116071024, Block 116071025, Block 116072000, Block 116072001, Block 116072002, Block 116072003, Block 116072004, Block 116072005, Block 116072006, Block 116072007, Block 116072008, Block 116072016, Block 116072017, Block 116072018, Block 116072019, Block 116072022; Vtd Hampton: Block 25004013, Block 26022035, Block 26022036, Block 26022037, Block 26022038, Block 26022040, Block 26051000, Block 26051001, Block 26051002, Block 26051003, Block 26051004, Block 26051005, Block 26051006, Block 26051007, Block 26051008, Block 26051009, Block 26051010, Block 26051013, Block 26051019, Block 26052000, Block 26052003, Block 26052004, Block 26052005, Block 26052031, Block 26052040, Block 26052041, Block 26052042, Block 26052051, Block 26052052, Block 26052054, Block 26052056, Block 26052057, Block 26052059, Block 26052060, Block 26052061, Block 26052062, Block 26053000, Block 26053001, Block 26053004, Block 26053005, Block 26053007, Block 26053010, Block 26053011, Block 26053012, Block 26053013, Block 26053014, Block 26053015, Block 26053016, Block 26053018, Block 26053019, Block 26053020, Block 26053021, Block 26053022, Block 26053023, Block 26053024, Block 26053025, Block 26053026, Block 26053032, Block 26053033, Block 26053034, Block 26053035, Block 26053036, Block 26053037, Block 26053038, Block 26053039, Block 26053040, Block 26053041, Block 26053042, Block 26053043, Block 26053044, Block 26053045, Block 26053046, Block 26053047; Vtd Meadowfield: Block 116043000, Block 116043001, Block 116043002, Block 116043003, Block 116043004, Block 116043005, Block 116043006, Block 116043007, Block 116043008, Block 116043010, Block 116043012, Block 116043018, Block 116043019, Block 116043020, Block 116044001, Block 116044009, Block 116044010, Block 116044014, Block 116044015, Block 116044016, Block 116044017, Block 116044018, Block 116044024, Block 116044025, Block 116044026, Block 116044027, Block 116071000, Block 116071001, Block 116071002, Block 116071003, Block 116071015, Block 116071016, Block 116071017, Block 116071019; Vtd Olympia: Block 26022041, Block 26051018, Block 27003025, Block 28001027, Block 28001030, Block 28001034, Block 28001038, Block 28001050, Block 28001052, Block 28002000, Block 28002004, Block 28002007, Block 28002008, Block 28002014, Block 28002026, Block 28002042, Block 28002044, Block 28002046, Block 28002054, Block 28002059, Block 28003020, Block 28003025, Block 28003027, Block 117011002, Block 117011019, Block 117011021, Block 117011022, Block 117011026, Block 117011027, Block 117011028, Block 117011029, Block 117011030, Block 117011033, Block 117011034, Block 117011035, Block 117012001, Block 117012003, Block 117012005, Block 117012006, Block 117012007, Block 117012010, Block 117012014, Block 117012015, Block 117012018, Block 117012019, Block 117012021, Block 117012023, Block 117012025, Block 117012028, Block 117012030, Block 117012032, Block 117012045, Block 117012047, Block 117022069; Vtd South Beltline: Block 26054000, Block 26054001, Block 26054002, Block 26054005, Block 26054007, Block 26054008, Block 26054011, Block 26054012, Block 26054013, Block 26054016, Block 26054019, Block 26054020, Block 26054023, Block 26054026, Block 26054028, Block 26054033, Block 26054034, Block 26054035, Block 26054036, Block 26054037, Block 116041000, Block 116041001, Block 116041002, Block 116041004, Block 116041006, Block 116041007, Block 116042000, Block 116042004; Vtd Trinity: Block 116072010, Block 116072011, Block 116072012, Block 116072013, Block 116072014, Block 116072015, Block 116072028, Block 116072031, Block 116082011, Block 116082013; Vtd Woodlands: Block 116042001, Block 116042005, Block 116042010, Block 116042014, Block 116042015, Block 116042016, Block 116042017, Block 116042018, Block 116042021, Block 116042023, Block 116042026, Block 116042027, Block 116042031, Block 116042032, Block 116042033, Block 116042035, Block 116042036, Block 116042037, Block 116042041, Block 116042045, Block 116042049, Block 116043011, Block 116043013, Block 116043014, Block 116043015, Block 116043016, Block 116043017.

**District 4**

District 4: Richland County: Vtd Ward 16, Vtd Pennington 1, Vtd Ward 15: Block 12001005, Block 12001006, Block 12001011, Block 12001014, Block 12001015, Block 12001016, Block 12001017, Block 12001018, Block 12001019, Block 12002000, Block 12002001, Block 12002002, Block 12002003, Block 12002004, Block 12002005, Block 12002006, Block 12002007, Block 12002008, Block 12002009, Block 12002010, Block 12002011, Block 12002012,

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Block 12002013, Block 12002014, Block 12002015, Block 12002016, Block 12002017, Block 12002018, Block 12002019; Vtd Ward 17: Block 23002000, Block 23002001, Block 23002002, Block 23002003, Block 23002012, Block 23002013, Block 23002014, Block 23002015, Block 23002016, Block 23002017, Block 23003015, Block 24001018, Block 24001019, Block 24001020, Block 24001021, Block 24001022, Block 24001024, Block 24001025, Block 24001026, Block 24001027, Block 24001028, Block 24001029, Block 24001030, Block 24001031, Block 24001032, Block 24001033, Block 24001034, Block 24001035, Block 24001037, Block 24001038, Block 24001039, Block 24001040, Block 24001041, Block 116032024, Block 116032026, Block 116032027; Vtd Ward 24: Block 12001023, Block 12001030, Block 12001031, Block 12001034, Block 23003000, Block 23003001, Block 23003002, Block 23003003, Block 23003004, Block 23003005, Block 23003016, Block 23003017, Block 24001004, Block 24001005, Block 24001006, Block 24001007, Block 24001010, Block 24001011, Block 24001012, Block 24001013, Block 24001017, Block 112011023, Block 112011024, Block 112011025, Block 112011027, Block 112011028, Block 112012012, Block 112012013, Block 112012014, Block 112012016, Block 112012019, Block 112012021, Block 112012022, Block 112012023, Block 112012024, Block 112012025, Block 112012026, Block 112012027, Block 112012028, Block 112012029, Block 112012030; Vtd Ward 25: Block 24001000, Block 24001001, Block 24001002, Block 24001003, Block 24001008, Block 24001009, Block 24001014, Block 24001015, Block 24001016, Block 24001023, Block 24001036, Block 24002000, Block 24002001, Block 24002002, Block 24002003, Block 24002004, Block 24002005, Block 24002006, Block 24002007, Block 24002008, Block 24002009, Block 24002010, Block 24002011, Block 24002012, Block 24002013, Block 24002014, Block 24002018, Block 24002019, Block 24002020, Block 24002021, Block 24002022, Block 24003010, Block 24003024, Block 24003025, Block 24003026, Block 24003027, Block 24003028, Block 24003031, Block 24003032, Block 24003033, Block 24003035; Vtd Ward 26: Block 24002015, Block 24002016, Block 24002017, Block 24003007, Block 24003008, Block 24003009, Block 113073016, Block 113073017, Block 113073018, Block 115011000, Block 115011001, Block 115011002, Block 115011003, Block 115011004, Block 115011005, Block 115011006, Block 115011007, Block 115011008, Block 115011009, Block 115011011, Block 115011012, Block 115011013, Block 115011014, Block 115011015, Block 115011016, Block 115011017, Block 115011018, Block 115011019, Block 115011020, Block 115011021, Block 115011022, Block 115011023, Block 115011024, Block 115011025, Block 115011026, Block 115011027, Block 115011028, Block 115011029, Block 115011030, Block 115011031, Block 115011032, Block 115011033, Block 115011034, Block 115011035, Block 115011036, Block 115011037, Block 115011038, Block 115011039, Block 115011040, Block 115011041, Block 115011042, Block 115011043, Block 115011044, Block 115011045, Block 115011046, Block 115011047, Block 115011048, Block 115011049, Block 115011050, Block 115011051, Block 115011052, Block 115011053, Block 115011054, Block 115011055, Block 115011056, Block 115011057, Block 115011058, Block 115011059, Block 115011060, Block 115011061, Block 115011062, Block 115011063, Block 115011064, Block 115011065, Block 115011066, Block 115011067, Block 115011068, Block 115011069, Block 115011070, Block 115011071, Block 115011072, Block 115011073, Block 115011074, Block 115011075, Block 115011076, Block 115011077, Block 115011078, Block 115011079, Block 115011080, Block 115011081, Block 115011082, Block 115011083, Block 115011084, Block 115011085, Block 115011086, Block 115011087, Block 115011088, Block 115011089, Block 115011090, Block 115011091, Block 115011092, Block 115011093, Block 115011094, Block 115011095, Block 115011096, Block 115011097, Block 115011098, Block 115011099, Block 115011100, Block 115011101, Block 115011102, Block 115011103, Block 115011104, Block 115011105, Block 115011106, Block 115011107, Block 115011108, Block 115011109, Block 115011110, Block 115011111, Block 115011112, Block 115011113, Block 115011114, Block 115011115, Block 115011116, Block 115011117, Block 115011118, Block 115011119, Block 115011120, Block 115011122, Block 115011123, Block 115021000, Block 115021001, Block 115021002, Block 115021003, Block 115021004, Block 115021005, Block 115021006, Block 115021007, Block 115021008, Block 115021009, Block 115021010, Block 115021011, Block 115021012, Block 115021013, Block 115021014, Block 115021015, Block 115021016, Block 115021017, Block 115021018, Block 115021019, Block 115022000, Block 115022001, Block 115022002, Block 115022003, Block 115022004, Block 115022005, Block 115022006, Block 115022007, Block 115022008, Block 115022009, Block 116031009, Block 116031010, Block 116031012, Block 116031013, Block 116031060, Block 116032000, Block 116032001, Block 116032002, Block 116032003, Block 116032004, Block 116032005, Block 116032006, Block 116032008, Block 116032009, Block 116032010, Block 116032011, Block 116032012, Block 116032013, Block 116032014, Block 116032015, Block 116032016, Block 116032017, Block 116032018, Block 116032019, Block 116032020, Block 116032021, Block 116032022, Block 116032023, Block 116032025, Block 116032028, Block 116032030, Block

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Vtd Brandon 1: Block 116031055, Block 116031056, Block 116031058, Block 116031059, Block 116031069, Block 116032038, Block 116081010, Block 116081011, Block 116081012, Block 116081013, Block 116081014, Block 116081015, Block 116081016, Block 116081017, Block 116081018, Block 116081020, Block 116081022, Block 116081024, Block 116081028, Block 116081029, Block 116081033, Block 116081034, Block 116081041, Block 116081044, Block 116081046, Block 116081047, Block 116081049, Block 116081050, Block 116081052, Block 116081053, Block 116081055, Block 116081056, Block 116081071, Block 116081074, Block 116081075; Vtd Caughman Road: Block 116061000, Block 116061004, Block 116061010, Block 116061011, Block 116061012, Block 116062003; Vtd South Forest Acres: Block 12001013, Block 12001020, Block 12001022, Block 12001026, Block 24003022, Block 24003023, Block 112011003, Block 112011021, Block 112011022, Block 112011026, Block 112011029, Block 112012020; Vtd Gregg Park: Block 24003000, Block 24003001, Block 24003002, Block 24003003, Block 24003004, Block 24003005, Block 24003006, Block 24003013, Block 24003014, Block 24003015, Block 24003016, Block 24003017, Block 24003018, Block 113064069, Block 113064070, Block 113072000, Block 113072012, Block 113073000, Block 113073003, Block 113073009, Block 113073013, Block 113073014, Block 113073015, Block 115011010, Block 115011121; Vtd Lykesland: Block 116063000, Block 116063002, Block 116063007, Block 116063014, Block 116063015, Block 116063016, Block 116084000, Block 116084001, Block 116084014, Block 116084015, Block 116084016, Block 116084018, Block 116084019, Block 116084025; Vtd Mallet Hill: Block 114133003, Block 114133004, Block 114133005, Block 114133006, Block 114133007, Block 114133008, Block 114133011, Block 114133016, Block 114133017, Block 114133019, Block 114133020, Block 114133021, Block 114133023, Block 114133024, Block 114133025, Block 114133026, Block 114133031, Block 114133032, Block 114133033, Block 114133034, Block 114133035, Block 114133036, Block 114133037, Block 114133038; Vtd Mill Creek: Block 116083003, Block 116083004; Vtd Pennington 2: Block 116031011, Block 116031014, Block 116031016, Block 116031018, Block 116031019, Block 116031022, Block 116031024, Block 116031025, Block 116031026, Block 116031027, Block 116031028, Block 116031029, Block 116031030, Block 116031031, Block 116031032, Block 116031033, Block 116031034, Block 116031035, Block 116031036, Block 116031037, Block 116031038, Block 116031039, Block 116031040, Block 116031044, Block 116031047, Block 116031048, Block 116031061, Block 116031063, Block 116031064, Block 116031065, Block 116031067, Block 116031070, Block 116031071, Block 116081026; Vtd Pine Lakes 1: Block 119012010, Block 119012030, Block 119012031; Vtd Pine Lakes 2: Block 119011004, Block 119011005, Block 119011006, Block 119011007, Block 119011009, Block 119011011, Block 119011012, Block 119011014, Block 119011016; Vtd Polo Road: Block 114122000, Block 114122001, Block 114122002, Block 114122003, Block 114122004, Block 114122005, Block 114122007, Block 114122029; Vtd Pontiac 1: Block 114071008, Block 114071009, Block 114071013, Block 114071016, Block 114071024, Block 114072045, Block 114072047, Block 114072048, Block 114072065, Block 114072069, Block 114072071, Block 114072072, Block 114072079, Block 114072080, Block 114072082, Block 114072084, Block 114072086, Block 114072094, Block 114072098, Block 114072100, Block 114141026, Block 114141027, Block 114141028, Block 114141033, Block 114141034, Block 114141039, Block 114141043, Block 114141044, Block 114141055, Block 114141056, Block 114141057, Block 114141060, Block 114141061, Block 114141063; Vtd Pontiac 2: Block 114072005, Block

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114072012, Block 114072014, Block 114072024, Block 114072025, Block 114072026, Block 114072027, Block 114072029, Block 114072030, Block 114072031, Block 114072032, Block 114072033, Block 114072034, Block 114072035, Block 114072036, Block 114072038, Block 114072039, Block 114072040, Block 114072041, Block 114072042, Block 114072049, Block 114072057, Block 114072058, Block 114072059, Block 114072060, Block 114072073, Block 114072074, Block 114072075, Block 114072077, Block 114072089, Block 114072104, Block 114072105, Block 114072106; Vtd Trinity: Block 116082003, Block 116082004, Block 116084002, Block 116084003, Block 116084007, Block 116084009, Block 116084010, Block 116084011, Block 116084012, Block 116084013, Block 116084027, Block 116084029, Block 116084030, Block 116084032, Block 116084033, Block 116084034, Block 116084035, Block 116084036, Block 116084043; Vtd Valhalla: Block 114141035, Block 114141036, Block 114141048; Vtd Woodfield: Block 113051004, Block 113051015, Block 113051024, Block 113051025, Block 113051026.

(2) For those parcels annexed by the City and within city limits that do not correspond to existing Census Blocks, they shall be part of the single-member Election District to which they are appurtenant.

(3) City staff is hereby authorized and directed to take all such administrative actions to promulgate and execute such procedures and policies as may be necessary or desirable to carry into effect and implement the redistricted election districts provided for and adopted in this Ordinance, including the elections required thereby, and in accordance with the Law.

**ORDAINED** in meeting, duly assembled, this _____ day of _____, 2021.

Requested by:

Mayor and City Council _____

Approved by:

_____
City Manager

Approved as to form:

_____
City Attorney

ATTEST:

_____
City Clerk

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# ORDINANCE NO.: 2021-097

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-9 and Article II, Mayor, Council and City Manager, Sec. 2-51*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2021, that the is 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General Sec. 2-9 and Oaths of mayor and council members; Article III, Mayor, Council and City Manager, Sec. 2-51 are amended to read as follows:

**Sec. 2-9. - Oaths of mayor and council members.**

The mayor and council members before entering upon the duties of their respective offices shall take the following oaths:

"I do solemnly swear (or affirm) that I am duly qualified, according to the constitution of this state, to exercise the duties of the office to which I have been elected and that I will, to the best of my ability, discharge the duties thereof and preserve, protect and defend the constitution of this state and of the United States.

"As mayor (or council member) of the City of Columbia, I will equally, fairly and impartially, to the best of my ability and skill, exercise the trust reposed in me, and will use my best endeavor to preserve the peace and carry into effect according to law the purposes for which I have been elected. So help me God."

The oath of office shall be administered ~~and the effective date of service shall be date the oath was administered and the effective date of service shall be the first council meeting in January.~~ on or after January 1 following the election and the effective date of service shall be date the oath was administered.

( Ord. No. 2016-042, 6-21-16 )

**Sec. 2-51. - Meetings; time and place of regular meetings; special meetings; meetings to be open to public.**

(a) A meeting is the convening of a quorum of council, as defined by Sec. 2-54, to discuss or act upon a matter over which the city council has supervision, control, jurisdiction, or advisory power.

(b) To allow the vetting of complex issues, city council schedules work sessions the day of regularly or other scheduled meetings. The time and location of work sessions are subject to meeting notice requirements and are posted on the city's web site. Work sessions are public meetings.

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(c) Regular meetings of the council shall be held at ~~6:00~~ 4:00 p.m. at city hall on the first and third Tuesdays in each month unless changed by a majority vote of members present at any meeting. Council may also decide by a majority vote of members present at any meeting to hold a regular meeting in a different location.

(d) Special meetings of the council may be held on the call of the mayor or of a majority of the members. Notice of a special meeting shall be given and posted 24 hours prior to the meeting to all members, the news media and the public by the city clerk.

(e) All regular, special and emergency meetings of the council shall be open to the public.

( Ord. No. 2016-042, 6-21-16 )

Requested by:

Mayor and City Council

Approved by:

City Manager

Mayor

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

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Last revised: 12/9/2021

21011190

# ORDINANCE NO.: 2021-099

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7 and Article III, Directors, Departments and Employees, Sec. 2-127*

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2021, that the is 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article I, In General, Sec. 2-7, Mayor pro tempore and Article III, Directors, Departments and Employees, Sec. 2-127 are amended to read as follows:

**Sec. 2-7. - Mayor pro tempore.**

~~At the first council meeting in~~ On or before the second meeting in January, following a general election for the council, the council shall elect one member of their body as a mayor pro tempore to serve as such for one-year, who shall act as mayor during the absence or disability of the mayor, and if a vacancy occurs, shall act as mayor until a successor is duly qualified and elected.

(Ord. No. 2016-042, 6-21-16)

**Sec. 2-127. - Director of municipal court~~/administrative municipal court judge.~~**

~~The administrative municipal court judge is appointed by city council, per section 13-2.~~ The director of municipal court, subject to the city manager, shall have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager. ~~Council may elect to have the administrative municipal court judge perform both functions, in which case the administrative municipal court judge shall also have administrative supervision over the activities relating to municipal court administration, and city records management and shall perform such additional duties as may be assigned by the city manager.~~

(Ord. No. 2016-092, 12-20-16; Ord. No. 2020-080, 9-15-20)

LEGAL DEPARTMENT DRAFT

Requested by:

Mayor and City Council

Approved by:

City Manager

Mayor

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-089**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36*

BE IT ORDAINED by the Mayor and Council this __ day of _____ _____, 2021, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Regulations, Article IV, Demolition of Structures, Sec. 5-330 and Chapter 8, Environmental Health and Sanitation, Article II, Nuisances, Sec. 8-31 and Sec. 8-36 are amended to read as follows:

**Sec. 5-330. Violations and assignment of violations.**

(a) For purposes of this section, violations shall include citations for any federal, state, or local ordinance.

(b) Violations; warnings; points. Rental units where there are citations, warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following city ordinances:

(1) Nuisance ordinances (Chapter 8);

(2) Animal control ordinances (Chapter 4);

(3) Solid waste ordinances (Chapter 19)

(4) Zoning ordinances (Chapter 17);

(5) International Property Maintenance Code (section 5-151);

(6) Law enforcement (Chapter 10); or

(7) Licenses, permits and miscellaneous business regulations (Chapter 11).

(c) Violations shall apply as points towards revocation of the rental permit for residential rental units as follows:

(1) *Single-household dwellings and townhouses.* Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.

(2) *Multi-unit structures.*

a. Violations that occur within an individual unit shall apply to that unit.

b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.

c. Violations committed by the property owner and/or responsible local representative shall be assigned to all units.

(d) In the event a citation or violation takes place at a unit regulated by this article, such citation shall be grounds for the accumulation of points as follows:

(1) For one or more written warnings given in any 24-hour period for violation of one or more of the ordinances listed above, points will be assessed on the landlord permit for that unit in accordance with this section:

a. *First offense.* One point will be assessed for the first occurrence of citation, violation or offense.

~~b. *Second offense.* Two points will be assessed for a second occurrence of the same citation, violation or offense within the same permit year.~~

~~c.~~ b. ~~*Third*~~ *Second offense or each offense thereafter.* Five points will be assessed for a ~~third~~ second occurrence and each occurrence thereafter of the same citation, violation or offense within the ~~same permit year~~ last 12 months.

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~~d.~~ c. *Serious offense.* Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the chief of police. A serious offense includes failure to comply with any Emergency Order issued by the City of Columbia, any Executive Order issued by the Governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or wide-spread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.

(2) After points are assessed on a landlord permit for a unit, the police chief or designee will send a written warning to the owner or agent. Each warning will specify which ordinance or ordinances have been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or agent, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.

(3) A fee of $100.00 will be assessed per point for each point accumulated~~, beyond five points~~ due within 30 days of assessment and no later than ~~upon~~ any renewal of the permit.

(4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.

(Ord. No. 2015-099, 4-19-16; Ord. No. 2020-077, 8-27-20)

**Sec. 8-31. Nuisance – Definitions.**

(a) *Definitions.* As used in this article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

*Abate* means repair, replace, remove, destroy or otherwise remedy the condition in question by such means, in such time, in such a manner and to such an extent as the enforcement officer or hearing committee shall determine to be in the best interest of the public, taking into account all facts and circumstances.

*Business days* means Monday at 9:00 am through Friday at 5:00 pm.

*Citation* means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

*Conviction* means a person has been found by a court of competent jurisdiction to have violated a municipal, state of federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

*Delinquent arrearage* means any funds or monies owed to the City of Columbia which were due to be paid on a date prior but have not been paid when due, provided, this shall not include arrearages which are the subject of a repayment plan or abatement agreement entered into with the City of Columbia.

*Enforcement officer* means a law enforcement officer, code enforcement official or city employee or official as may be designated in writing by the city manager or chief of police to enforce the provisions of this article.

***Ghost gun means a homemade firearm which was created or assembled without a serial number.***

*Graffiti* means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or, despite advance authorization.

*Hearing board* means the Property Maintenance Board of Appeals.

*Industrial wastes* means all liquid and water-borne solid, liquid or gaseous wastes resulting from industrial manufacturing, food processing operation, processing any natural resource or mixture of such wastes with water or domestic sewage.

*Notice* means a written document informing the citizen of the nature of the violation.

LEGAL DEPARTMENT DRAFT

*Person* means any landlord, property owner, manager, lessee, tenant, or individual, group, association, corporation, partnership, trust, estate or receiver having the capacity to sue or be sued.

*Premises* mean any building, lot parcel, real estate, or land or portion of land whether improved or unimproved, occupied or unoccupied, including adjacent parking.

*Public nuisance* means as determined by an enforcement officer based upon the facts and circumstances found after reasonable inquiry, investigation or upon citizen report, those conditions or events which constitute an unreasonable interference with rights of the public in general, and where, in a public place, or where the public congregates, or where the public is likely to come within the range of influence through the senses, a person unlawfully does an act or omits to perform a duty, which act or omission does any one or more of the following:

(1) Annoys, injures, subverts or endangers the public's order, economy, resources, safety, health, welfare, comfort, repose or offends public decency;

(2) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage any waters or public places or way;

*Structure* means anything constructed, built or planted upon, any edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner, which structure requires location on the ground or is attached to something having a location on the ground.

(b) *Nuisances affecting public health.* The following are hereby declared to be nuisances affecting public health:

(1) All decayed or unwholesome food products or food waste not properly contained either inside or outside for more than 24 hours before pickup;

(2) Any violations of the smoking provisions of Article IV, Division 5 of this chapter, provided, however, the remedies under that section are exclusive and remedies contained herein for nuisances are not available;

(3) All pools of stagnant water or vessels holding stagnant water in which mosquitoes can breed, excluding required retention ponds;

(4) Swimming pools which violate any of the requirements of section 5-1 of the Columbia Code of Ordinances;

(5) Any violations of Chapter 4 as it relates to animal or animal waste;

(6) Any violation of the International Property Maintenance Code, as adopted by the City of Columbia, which related to sewage or leaks of sewage;

(7) Deliberate placement or discharge of into any part of a storm water drainage system of: untreated sewage, sewage solids, process wastewater, refuse, explosive or combustible liquid, solid or gas, oils, greases, industrial water or other polluted water except where a federal, state or local permit for connections, discharge or disposal has been obtained prior to the event; or waters or wastes containing toxic or poisonous wastes to constitute a hazard to humans, plants or animals or to cause corrosion, discoloration or deposition on real or personal property; or any solid or viscous substances in such quantities or of such size capable of causing obstruction to the flow in the storm water drainage system or other interference with the proper operation of the drainage system of the city.

(8) All structures in violation of the International Property Maintenance Code or Chapter 5 of this Code, as adopted and all structures, for a period of 90 days, which remain unoccupied and boarded up, and whose exterior finish is destroyed, decayed, dilapidated or deteriorated in violation of the International Property Maintenance Code, as adopted.

(9) Any act, structure, device, or location which is used for the manufacture, assembly, storage, warehousing, distribution or sale of one or more ghost guns.

(c) *Nuisances offending public decency, peace and order.* The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, absence or failure of security measures.

LEGAL DEPARTMENT DRAFT

(1) Any premises or structure located thereupon, whether commercial or residential, where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by applicable law;

(2) Any premises or structure located thereupon, whether commercial or residential, operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity in violation of federal, state or local law;

(3) Any premises or structure located thereupon, whether commercial or residential, where intoxicating liquors are manufactured, sold, bartered or given away in violation of federal, state or local law, or where intoxicating liquors kept for sale, barter or distribution in violation of federal, state or local law, and all liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required safety plans are not in place, or where persistent violations of law occur under a failed or ineffective safety plan;

(4) Any premises or structure located thereupon, whether commercial or residential, where acts of sale, manufacture, possession or distribution of controlled substances occur in violation of federal, state and local law;

(5) Any premises or structure located thereupon, whether ~~a~~ commercial ~~operation~~ or ~~a~~ residential ~~use~~, where violations against the federal, state or municipal laws occur with disproportionate frequency or intensity that they require an excessive public safety response cost. "Excessive public safety response" means:

a. The reasonable deployment of five or more law enforcement officers to an emergency scene at any one time, or the reoccurring need for public safety or code personnel or emergency vehicles at the location when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated structures;

b. There have been more than two situations of unsafe traffic or crowd control issues at the location which result in the request of emergency assistance or the need for law enforcement assistance from an emergency situation; provided, however, this does not include when traffic control or crowd control is requested in advance of a scheduled event pursuant to a city issued permit or prior discussions with law enforcement.

c. There have been more than six citations, or search warrants executed, or a combination of the two, at the location ~~that structure~~ for any of the following behaviors during any 12-month period:

i. Violation of any state or local alcohol law;
ii. Violation of any federal, state or local narcotics law;
iii. Violation of any state or local gun law;
iv. Assaults; and/or
v. Crimes of violence against another person(s).

(6) Any overgrown, uninhabited, undeveloped or vacant land, lot or property not licensed or zoned for camping that has been identified by law enforcement as an area used by persons other than the owner as an area to inhabit or camp, or any overgrown, uninhabited, undeveloped or vacant land, lot or property used by persons as an area to flee or evade police upon approach, or used to avoid detection or investigation by law enforcement without regard to the time of day or night regarding such conduct, as identified by a citizen or police reported incident level of more than two times in a 60-day period.

(7) Reentry upon a specified public place, after being ejected and excluded from a public place as a result of conduct that placed themselves or others in potentially dangerous situations on public places by disobedience to safety rules, disorderly conduct or breaches of the peace. (See Article IV, Division 5 of this Chapter.)

(d) *Nuisances affecting public welfare and safety.* The following are hereby declared to be public nuisances affecting public welfare and safety:

LEGAL DEPARTMENT DRAFT

(1) All trees, hedges, signs or other obstructions, or any portion of the same, so located on private property which prevent persons driving vehicles approaching an intersection of streets from having a clear safe view of traffic approaching such intersection;

(2) All trees, hedges, signs or other obstructions, or any portion of the same so located on private property which prevents the clear and unobstructed view of a fire hydrant, fire department connection or other fire protection device, or directional or identification signage pertaining to the above, from a public way;

(3) Any obstruction, erosion or depression which poses a potential hazard to vehicles or pedestrians using a right-of-way on private property where the public is invited or permitted to traverse for commercial purposes;

(4) All wires, strings, ropes or lighting contrivances over streets, alley or public grounds which are not authorized or permitted by the city or which are strung so that the lowest portion is less than 13½ feet above the surface of the ground;

(5) All explosives, flammable liquids and other dangerous substances stored in any manner, in any amount other than that manner or amount permitted by law;

(6) All hanging signs, awnings, canopies and other similar structures over the streets or sidewalks so situated or constructed as to endanger public safety or to be contrary to ordinance;

(7) Any motor vehicle that is unregistered, inoperable, derelict or abandoned on any highway or right-of-way, or other public or private property (including motor vehicles in violation of section 302.8 of the International Property Maintenance Code, as adopted by and for the city), unless such vehicle is stored inside of a completely enclosed permanent structure.

(8) Any tents, trailers, structures, cooking devices, appliance, chairs, tables, coolers or other objects used in impromptu, unpermitted or unmanaged outdoor events or gatherings in a required parking area or landscaped area of a business license holder, or the site of any short-term residential rental, unless that such outdoor events that are specifically permitted through legislative or administrative action, or sponsored by the business license holder in compliance with regulations governing such outdoor events.

(9) Reentry upon a specified public place, after being ejected and excluded from a public place as a result of conduct that placed themselves or others in potentially dangerous situations on public places by disobedience to safety rules, disorderly conduct or breaches of the peace. (See division 5 of this chapter and article).

(e) *Nuisances affecting public economy.* The following are hereby declared to be public nuisances affecting the public economy:

(1) All structures bearing graffiti, to be abated by applicable law;

(2) All businesses or commercial enterprises operating without a current and valid business license;

(3) All premises that are found not in compliance with applicable licensing, landlord, zoning, land use laws and adopted codes;

(4) Any delinquent arrearage of applicable city liens, taxes, fees, charges or assessments;

(5) All premises which originate false fire or security alarms, as defined by sections 9-21 through 9-24 for fire alarms and sections 10-10 through 10-13 for security alarms.

(Ord. No. 2015-101, 1-5-16; Ord. No. 2019-046, 8-6-19; Ord. No. 2019-099, 12-3-19)

LEGAL DEPARTMENT DRAFT

**Sec. 8-36. Notice to clean up lot or premises.**

Whenever it shall appear to the chief of police or the housing officer that there are lying within the city limits any lots or premises in a condition which shall constitute a present or potential hazard to the public health, the chief of police or the housing officer shall issue a written notice to the owner requiring him within a certain specified reasonable time to clear such premises or lot of all rank or uncultivated vegetable growth or briars, brush, grass, weeds, litter, offal, refuse, rubbish, trash, stagnant water, inoperative or unregistered motor vehicles, or other matter deleterious to good health and public sanitation, as in the opinion of the issuing officer will abate such nuisance.

(Ord. No. 2015-101, 1-5-16)

This ordinance is effective as of _____, 2021.

Requested by:

Assistant City Manager Shealy

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

LEGAL DEPARTMENT DRAFT

**ORDINANCE NO.: 2021-100**

*Granting an encroachment to 701 Center for Contemporary Art for the use of right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02*

WHEREAS, 701 Center for Contemporary Art (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 200 block of Williams Street and the 300 block of Whaley Street for the installation and maintenance of a wooden art sculpture adjacent to 202 Williams Street and 329-331 Whaley Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this _____ day of _____, 2021, that Grantee is hereby granted the right to use the right of way area of the 200 block of Williams Street and the 300 block of Whaley Street adjacent to 202 Williams Street and 329-331 Whaley Street, Richland County TMS#08913-20-08 and 08812-01-02 , for the installation and maintenance of a wooden art sculpture measuring approximately nine (9') feet in height one (1') foot in width as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of $600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.

3. Grantee is responsible for maintaining landscaping and improvements.

4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.

5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.

6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.

7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

8. Applicant to work with Utilities and Engineering staff to ensure that there is no water or sewer main within five (5') feet of the footing.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

ATTEST

_____
Deputy City Attorney

_____
City Clerk

Introduced:
Final Reading:

# CITY COUNCIL
# ENCROACHMENT SUMMARY
# 2021-100

## 200 BLOCK OF WILLIAMS STREET AND THE 300 BLOCK OF WHALEY STREET ADJACENT TO 202 WILLIAMS STREET AND 329-331 WHALEY STREET INSTALLATION AND MAINTENANCE OF A WOODEN ART SCULPTURE

| | |
|---|---|
| **Subject Property:** | Right-of-way adjacent to 202 Williams Street and 329-331 Whaley Street |
| **Council District:** | 2 |
| **Proposal:** | The applicant is requesting an encroachment for installation and maintenance of a wooden art sculpture |
| **Applicant:** | 701 Center for Contemporary Art |
| **Staff Recommendation:** | Approval. |

| | |
|---|---|
| **Detail:** | The applicant is requesting an encroachment for installation and maintenance of a wooden art sculpture measuring approximately nine (9') feet in height one (1') foot in width as shown on the attached drawings.<br><br>Conditions of the proposed encroachment are as follows:<br><br>1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.<br>2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.<br>3. Grantee is responsible for maintaining landscaping and improvements.<br>4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.<br>5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.<br>6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.<br>7. All trees shall be protected and no large tree roots shall be removed from any existing trees.<br>8. Applicant to work with Utilities and Engineering staff to ensure that there is no water or sewer main within five (5') feet of the footing. |
| **CITY AGENCY COMMENTS FOR ENCROACHMENT** | |
| **Lucinda Statler, Planning Department** | Recommend approval. |
| **Robert Anderson, Street Division** | Recommend approval. |
| **Denny Daniels, Columbia Water Engineering** | Recommend approval with condition:<br>1. Applicant to work with Utilities and Engineering staff to ensure that there |

| | |
|---|---|
| | is no water or sewer main within five (5') feet of the footing. |
| **Andrew Ritter, Traffic Engineering** | Recommend approval. |
| **Caleb King, Forestry Division** | Recommend approval. |
| **Johnathan Chambers, Land Development** | Recommend approval. |
| **Kris Scott, Fire Department** | Recommend approval. |
| **Tori Salvant, Parking Services** | Recommend approval. |

# City of Columbia

## aerial

W E S

Tuesday, November 16, 2021

CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia

# Permanent Encroachment
## Application and Checklist

### Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

| | | Applicant Initials | Staff Initials |
|---|---|---|---|
| **A copy of this Application Checklist,** completed by the applicant. | | MPB | |
| **A completed and signed Application Form** | | MPB | |
| **Letters of Agency** for all applications where the applicant is not the owner of the subject property | | | |
| **Pictures or specification sheet** of the items to permanently encroach the Right-of-way | | MPB | |
| **Existing Site Plan**<br>Please see page 4 below for required content. | 1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible | | |
| **Proposed Site Plan**<br>Please see page 4 below for required content. | 1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible | MPB | |

# Permanent Encroachment
## Application and Checklist

### 1. Applicant Information

| Name | |
|---|---|
| 701 Center for Contemporary Art | |
| Company (if applicable) | |
| 701 Center for Contemorary Art | |
| Address (street, city, state, zip) | |
| 701 Whaley Street, 2nd Floor, Columbia, SC 29201 | |
| Phone | Email |
| 803-319-9949 | director@701cca.org |

### 2. Property Information

| Address | |
|---|---|
| Williams Street median, 215 - 203 Williams St. Columbia, SC 29201, 33.983946, -81.040527 | |
| Tax Map Reference Number(s) | |
| Current use | Proposed use |
| Median | Sculpture site |

### 3. Property Ownership

Does the applicant own the adjacent property? ☐Yes ☐No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.

# Permanent Encroachment
Application and Checklist

## 4. Project Description

Provide a brief description of the project and list all items that will placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

701 Center for Contemporary Art is proposing the placement of a Robert Lyon wooden sculpture in the Williams Street median.

The sculpture measures 105" x14.75" x14.75" to be installed using a 2.5" standard weight hot dipped, galvanized pipe with a 20" x 20" x12" formed cap concrete slab ans 18" x 3-6" augered concerte cover.

*For staff use only*

Date received (M/D/Y): ____/____/_____ By: _____

# Permanent Encroachment
## Application and Checklist

## 5. Additional Submission Requirements

### Existing Site Plan
This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

### Proposed Site Plan
The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

| | Applicant | Staff |
|---|---|---|
| Total acreage | ☐ | ☐ |
| Location of lots and outlets (numbered and area in square feet) | ☐ | ☐ |
| Location of buildings (including setbacks from property lines and distances between buildings) | ☐ | ☐ |
| Location of parking and access/driveways | ☐ | ☐ |
| Location of rights-of-way and/or easements for streets, railroads, and utility | ☒ | ☐ |
| Lines upon and abutting subject property | ☐ | ☐ |
| Location of streets, alleys, railroads, and utility lines upon and abutting subject property | ☐ | ☐ |
| Section of sidewalk or right-of-way to be used for the encroachment | ☒ | ☐ |
| Proposed placement of permanent items and furnishings on the sidewalk | ☐ | ☐ |
| Proposed placement of permanent items and furnishings in the right-of-way | ☒ | ☐ |
| Location and height of all fences, walls, and exterior lighting in the right-of-way | ☐ | ☐ |
| North arrow | ☐ | ☐ |
| Scale | ☐ | ☐ |
| Vicinity map (at 1 inch equals 1,000 feet) | ☒ | ☐ |

## 6. Acknowledgement
For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to $600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.

# Permanent Encroachment
## Application and Checklist

Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

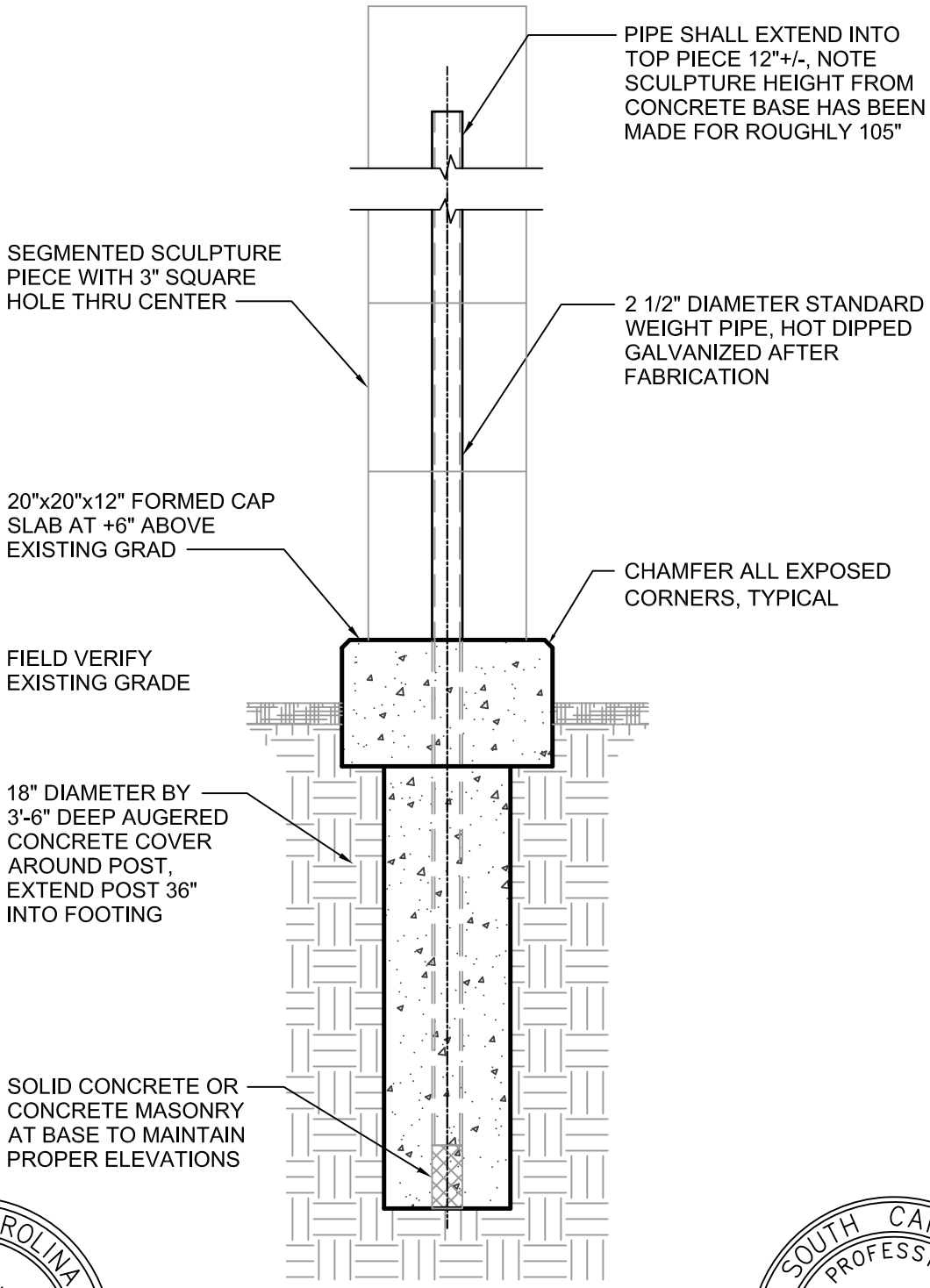
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

## 7. Signature

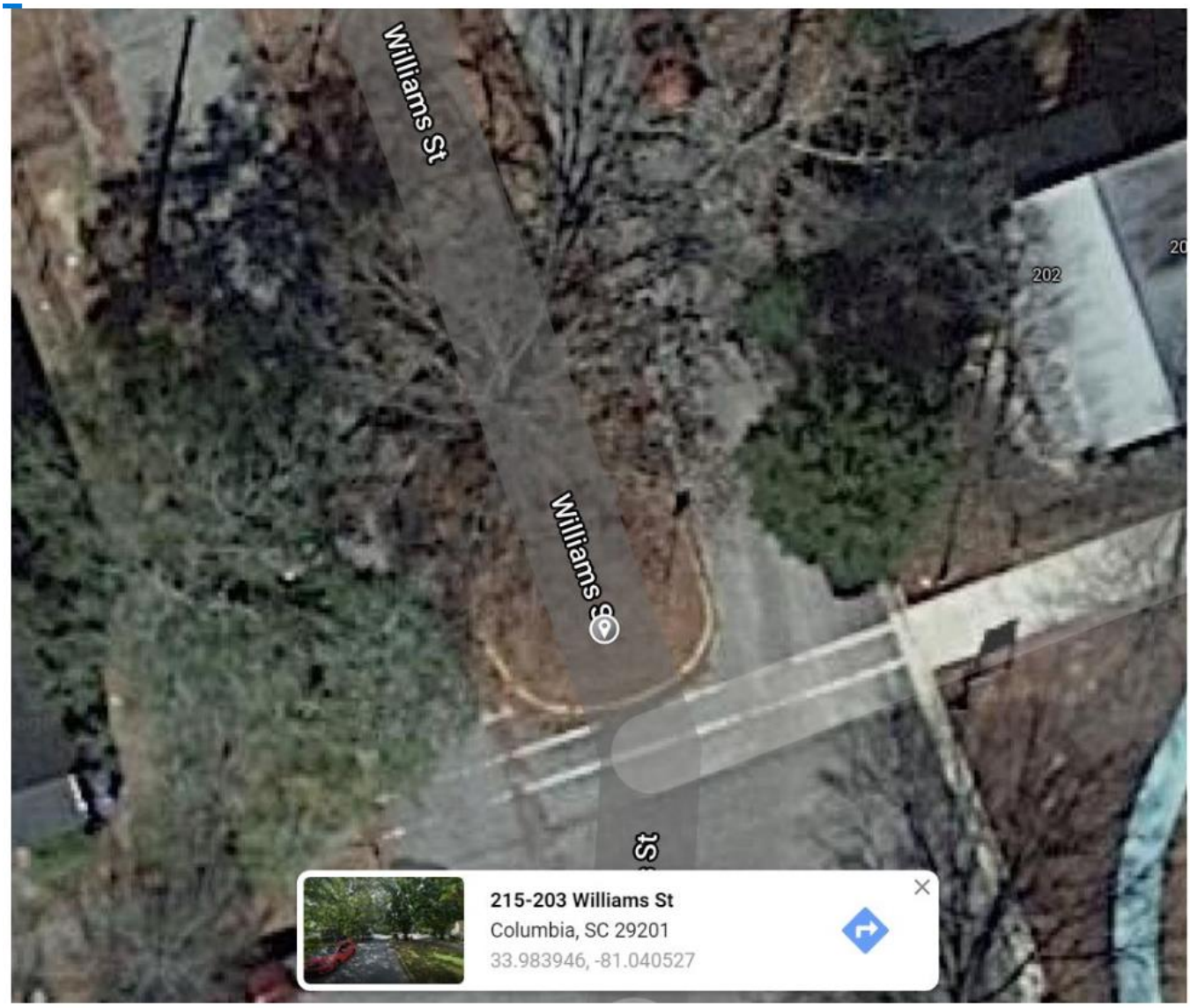
| Signature of Applicant | |
|---|---|
| Print Name<br>Michaela Pilar Brown, Executive Director 701 CCA | Date<br>October 26, 2021 |




SOUTH CAROLINA
MABRY ENGINEERING ASSOCIATES, INC.
No. C03489
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 17457
ALBERT A. STEVENS
10/12/21

| SK1 | ROBERT LYON SCULPTURE<br>BASE FOUNDATION DETAIL<br>10/12/2021 | Mabry Engineering Associates, Inc.<br>*Structural Engineers* | 840 Shull Street<br>Suite 100<br>West Columbia, SC 29169<br>(803) 926-0000<br>FAX (803) 926-7600 |
|---|---|---|---|


Williams St
Williams St
202
215-203 Williams St
Columbia, SC 29201
33.983946, -81.040527

**ORDINANCE NO.: 2021-102**

*Authorizing the City Manager to execute an Office Lease Agreement between the City of Columbia and Main Street Technologies for Office Space located at 1401 Main Street, 2nd Floor, Suite 200*

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Office Lease Agreement for office space located at 1401 Main Street, 2nd Floor, Suite 200, or in a form to be approved by the City Attorney, between the City of Columbia and Main Street Technologies, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Last revised: 12/10/2021

21011335

**RESOLUTION NO.: R-2021-125**

*Authorizing the City Manager to execute an Agreement of Sale and Purchase between the City of Columbia and Columbia Development Corporation for the purchase of property located at 1042 Adeline Drive, Richland County TMS #11215-06-25, 1618 Pulaski Street, Richland County TMS #09010-12-03 and Lincoln Street Easement Areas A and C*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2021, that the City Manager is hereby authorized to execute the attached Agreement of Sale and Purchase and any documents necessary and approved by the City Attorney, between the City of Columbia and Columbia Development Corporation to consummate the purchase of 1042 Adeline Drive, Richland County TMS #11215-06-25, 1618 Pulaski Street, Richland County TMS #09010-12-03 and "Easement Area A" and Easement Area C" on that plat recorded in Plat Book 55 at Page 501, Office of the Register of Deeds for Richland County, the "***Lincoln Street Easement Areas***" for the sum of One Hundred Seventy-five Thousand One Hundred and 00/100 Dollars ($175,100.00) Dollars.

*(Funding Source: General Fund/IPRB)*

Requested by:

Assistant City Manager Gentry

_____
Mayor

Approved by:

_____
City Manager

Approved as to form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

Introduced:
Final Reading:

Last revised: 12/14/2021
21010868

LEGAL DEPARTMENT DRAFT

| | | |
|---|---|---|
| STATE OF SOUTH CAROLINA | ) | |
| | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF RICHLAND | ) | FIFTH JUDICIAL CIRCUIT |
| | ) | |
| | ) | |
| Phillip Aylan Brown, Jr., | ) | Case No: 2019-CP-40-_____ |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| -vs- | ) | **PLAINTIFF'S FIRST SET OF** |
| | ) | **REQUESTS FOR PRODUCTION** |
| City of Columbia, | ) | **TO DEFENDANT** |
| | ) | |
| Defendant. | ) | |
| | ) | |

**TO: THE DEFENDANT ABOVE NAMED:**

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Plaintiff, above-named, hereby requests that the Defendant respond within thirty (30) days after the service hereof to the following request, to-wit, that the Defendant produce and permit the undersigned attorney for said Plaintiff to inspect, copy or photograph each of the following documents or things, which may be in the possession, custody or control of the Defendant or her attorney:

1. All photographs, diagrams, drawings, or other similar material relating to the incident as set forth in the Complaint.

2. All affidavits and statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the incident as set forth in the Complaint.

3. All repair bills, estimates, reports, or other written or printed documents relating to any damage to personal or real property.

4. All surveillance on any party or witness.

# CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

**THIS CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE** (the "Contract") is made and entered into as of the _____ day of _____, 2021, by and between **CITY OF COLUMBIA, SOUTH CAROLINA,** (hereinafter referred to as "***Purchaser***") and **COLUMBIA DEVELOPMENT CORPORATION,** a South Carolina nonprofit corporation ("***CDC***") and **RIVER VISTA, LLC,** a South Carolina limited liability company ("***RV***") (CDC and RV hereinafter collectively referred to as "***Seller***"). The "***Effective Date***" of this Contract shall be the date on which the last party signs this Contract.

**W I T N E S S E T H:**

**THAT FOR** and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The property which is subject to this Contract consists of all those certain pieces, parcels, or lots of land, and all improvements, furniture, fixtures, personal property and equipment thereon, located at (i) 1042 Adeline Drive, Columbia, SC 29201 and identified as Richland County Tax Map Number R11215-06-25 (the "***Adeline Property***"), (ii) 1618 Pulaski Street, Columbia, SC 29201 and identified as Richland County Tax Map Number R09010-12-03 (the "***Pulaski Property***") and (iii) those areas identified as "Easement Area A" and Easement Area C" on that plat recorded in Plat Book 55 at Page 501, Office of the Register of Deeds for Richland County (the "***Lincoln Street Easement Areas***") (the Adeline Property, the Pulaski Property and the Lincoln Street Easement Areas sometimes referred to individually or together as the "***Property***"). The Property is described in more detail on **Exhibit "A"** which is attached hereto and incorporated herein by reference. Without limiting the foregoing, the Adeline Property shall include an approximately 2681 SF Office Building, an approximately 619 SF Modular Office, and an approximately 2802 SF Metal Building.

2. **Purchase Price.** The purchase price for the Property shall be **$175,000.00 for the Adeline Property and $100.00 for the Pulaski Property and the Lincoln Street Easement Areas** (the "***Purchase Price***") and shall be paid by the Purchaser as follows:

(a) The sum of $20,000.00 as earnest money for the Adeline Property (the "***Adeline Earnest Money***") and the sum of $0 as earnest money for the Pulaski Property and Lincoln Street Easement Areas (the "***Pulaski and Lincoln Earnest Money***", and together with the Adeline Earnest Money, the "***Earnest Money***") shall be deposited with Burr & Forman, LLP ("***Escrow Agent***") within thirty (30) days after Purchaser's approval and execution of this Contract.

(b) The balance of the Purchase Price shall be delivered in immediately available funds at Closing (as defined below).

3. **Closing.** The "***Closing***" of the transaction herein provided shall be held not later than forty-five (45) days after the expiration of the Inspection Period (as defined herein) at the offices of Purchaser's counsel.

4. **Purchaser's Rights Prior to Closing - Inspection Period.**

(a) For a period not to exceed forty-five (45) days from the Effective Date (such period being herein referred to as the "***Inspection Period***"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "***Investigations***") as the Purchaser deems reasonably necessary or advisable in order to determine if the Property is acceptable to Purchaser, so long as same do not result in any material adverse change to the physical characteristics of the Property. Purchaser shall restore any disturbance of the Property caused by the Investigations in the event Purchaser fails to close, or terminates this Contract.

(b) At any time prior to the expiration of the Inspection Period, the Purchaser shall have the right to terminate this Contract if the Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Escrow Agent prior to the expiration of the Inspection Period. Upon such termination in whole, the Escrow Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under (a) above. Upon such termination in part, the Escrow Agent shall return the Earnest Money to the Purchaser, neither party shall have any further rights or obligations hereunder as to the Property which was terminated except for any obligations of the Purchaser under (a) above, and this Contract shall remain unchanged and in full force and effect as to the Property which was not terminated.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good marketable and insurable fee simple title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the sole discretion of the Purchaser would adversely affect the use and marketability of the Property.

6. **Title Examination.** Prior to the end of the Inspection Period, Purchaser shall deliver to Seller a written statement of objections, if any, to Seller's title to the Property (the "***Title Objections***") and Seller shall have (10) days after receipt of the Title Objections in which to advise Purchaser if Seller intends to cure the Title Objections. In the event Seller notifies Purchaser if Seller's election not to cure the Title Objections, or fails to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), then, Purchaser may (i) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Purchaser and shall thereafter be permitted exceptions to title under this Contract; and/or (ii) terminate this Contract, by notice of the same delivered to Seller at or before Closing. In such event of a termination of this Contract, the Earnest Money shall immediately then be returned to Purchaser and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser, each of which shall be true and complete as of the date of this Contract and as of the date of Closing:

(a) CDC is a not for profit corporation organized and in good standing under the laws of the State of South Carolina.

(b) RV is a limited liability company organized and in good standing under the laws of the State of South Carolina.

(c) The Seller has full power and authority to enter into this Contract and to perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller.

(d) There is no action, suit or proceeding, pending or threatened against or materially affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(e) Seller is the sole owner of the Property and has good and marketable title thereto and the sole authority to convey the Property.

(f) To Seller's actual knowledge, there are no tenants or parties with any right to possess all or any portion of the Property, except pursuant to that certain lease dated _____, between the Seller as lessor and the Purchaser as lessee, as to the Adeline Property (the "***Lease***").

(g) No person or entity has any right or option to acquire the Property or any portion thereof.

(h) To the best of Seller's knowledge, the Property is not affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances as defined by applicable federal, state, or local laws affecting the Property. To the best of Seller's knowledge, no underground storage tanks are currently located at the Property or have been located at the Property in the past.

(i)

8. **Seller's Covenants**. Seller covenants and agrees with Purchaser that from the Effective Date until the Closing Date:

(a) Seller shall manage, operate and maintain the Property in substantially the same manner as it has prior to the Effective Date.

(b) Seller shall not, without Purchaser's prior written consent: (i) amend, grant

concessions regarding, or enter into any contract or other agreement that will be an obligation affecting the Property after Closing or binding on Purchaser after Closing, or (ii) list the Property with any broker or otherwise solicit, negotiate or accept any offers to sell, lease or develop all or any part of the Property.

(c) Seller shall maintain in existence all licenses, permits and approvals necessary or reasonably appropriate concerning the ownership, operation or improvement of the Property as well as all insurance currently affecting the Property in such amounts and under such terms as are substantially consistent with Seller's existing insurance program.

(d) Seller shall provide written notice to Purchaser promptly after Seller has knowledge or notice of any material litigation, arbitration proceeding or administrative hearing a(including condemnation) before any governmental authority that affects the Property or Seller, including any proceeding that could reasonably be expected to affect Seller's ability to consummate the transactions contemplated by this Contract.

(e) Seller shall deliver to Purchaser promptly after receipt thereof copies of any written notices of violations or other material written notices regarding the Property received by Seller.

(f) Seller shall continue to pay or cause to be paid all real estate and personal property taxes, and water and sewer charges, in respect of the Property in the ordinary course of business and in a manner consistent with past practice.

(g) Seller shall not cause or permit to arise or be granted in favor of any person or entity any lien against the Property (or any portion thereof), including any option to purchase, or a right of first offer or refusal to purchase, all or any portion of the Property.

(h) Seller shall terminate any existing property management agreements with respect to the Property at Closing. All termination fees and any other costs and expenses relating to such termination shall be the responsibility solely of Seller.

(i) Seller shall deliver a notice of termination with respect to all service contracts with respect to the Property except any that the Purchaser in its discretion elects to assume. All termination fees and any other costs and expenses relating to such termination shall be the responsibility solely of Seller.

**9. Default and Remedies.**

(a) In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, and as Seller's sole remedy hereunder, it being agreed that the Seller's damages would be difficult or impossible to ascertain.

(b) In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the following rights and options as Purchaser's sole and exclusive remedies to either:

(i) immediately terminate this Contract in whole or in part upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder as to the Property being terminated or (ii) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

**10. Closing Costs.** Seller shall pay the expense of preparation of the deed, deed recording fees, the fees of Seller's attorney directly related to the closing of the transaction contemplated in this Contract and a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs. The Purchaser shall pay the documentary or transfer stamps if fees, premium for the owner's title insurance policy to be issued to the Purchaser, the costs incurred by the Purchaser in connection with its Investigations of the Property, a pro-rata portion of ad valorem real property taxes for the year in which the Closing occurs and the fees of Purchaser's attorneys. Seller and Purchaser agree that rent shall be prorated through the date of Closing.

11. **Conditions to Closing.** In addition to all other conditions set forth in this Agreement, Purchaser's obligation to close the transactions contemplated herein is conditioned on the satisfaction, or Purchaser's waiver, of the following:

(a) The title company selected by Purchaser shall agree to furnish and deliver to Purchaser an Owner's Policy of Title Insurance (the "**Policy**"), which Policy shall include any extended coverage and/or endorsements requested by Purchaser, as of the Closing, insuring fee simple title to the Land and Improvements in Purchaser, in a face amount equal to the Purchase Price, and containing no exceptions other than those acceptable to Purchaser.

(b) Seller's representations and warranties set forth in this Contract shall be true and correct as of the Effective Date and the Closing Date.

(c) Seller performing, satisfying and complying with all covenants, agreements and conditions required of Seller in this Contract prior to Closing.

(d) There shall be no material adverse change in the condition of the Property between the expiration of the Inspection Period and the Closing Date.

(e) No violation of any application law or other agreement exists that would enjoin the sale of the Property to the Purchaser as provided in this Contract.

If any of the forgoing conditions to Closing are not satisfied or waived by Purchaser prior to the Closing Date, then Purchaser, at its option, may terminate this Agreement in whole or in part and the Earnest Money (or the applicable portion thereof) shall be promptly returned to Purchaser.

12. **Delivery of Deed and Application of Earnest Money.**

(a) At Closing, Seller shall deliver to the Purchaser or Closing Attorney (as hereinafter defined) the following with respect to the Property, all in form reasonably satisfactory to Purchaser and Seller:

(i) A limited warranty deed ("Deed"), executed and acknowledged by the applicable Seller as of the Closing date;

(ii) If requested by Purchaser, a quit-claim deed containing a legal description based on the new survey;

(iii) A bill of sale (the "Bill of Sale"), executed by the Seller as of the Closing Date;

(iv) A Termination of Lease (the " Lease Termination"), executed by the Seller and Purchaser as of the Closing Date as to the Lease of the Adeline Property, and a refund of all security deposits to Purchaser;

(v) A certificate and affidavit of non-foreign status, executed by Seller as of the Closing Date;

(iv) Appropriate resolutions, articles, bylaws and other evidence required by the Purchaser's title company ("Title Company") and Purchaser to evidence the Seller's authority to execute and deliver the Deed and other closing documents;

(v) A South Carolina certificate of existence, dated no more than thirty (30) days prior to Closing;

(vi) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(vii) An owner's affidavit and a gap indemnity reasonably satisfactory to Title Company and Purchaser;

(viii) 1099-S;

(ix) South Carolina tax withholding affidavit;

(x) South Carolina tax compliance letter, dated no more than thirty (30) days prior to Closing or transfer affidavit;

(xi) Such affidavits or letters of indemnity as the title insurance company which is to insure the title to the Property shall reasonably require in order to issue, without extra charge, policies of title insurance free of any exceptions for (a) unfiled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by Seller between the date of the last title update and the date of Closing; and (c) to delete any standard title exceptions relating to matters not disclosed by the applicable

land title records for the Property or the Survey that are known to the Seller and/or that could be learned from inquiry of Seller;

(xii) A certificate stating that all representations and warranties are true, complete and correct as of the Closing Date;

(xiii) All keys, fobs, access codes, alarm system codes and the like for the Property;

(xiv) A written agreement with Purchaser as to the post- closing cooperation and the conclusion of all matters between the Seller and Purchaser (the "Post Closing Agreement"); and

(xv) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(b) At the Closing, Purchaser shall deliver to Seller or the Closing Attorney, as applicable, the following with respect to the Property:

(i) Purchaser shall have deposited in escrow with the Closing Attorney the Purchase Price by wire transfer (plus or minus the net adjustments computed hereunder).

(ii) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(iii) The Post Closing Agreement, in form and substance satisfactory to Purchaser; and

(iv) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(c) Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "***Closing Attorney***") is in a position to disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the Deed recorded, after which all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made promptly. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

13. **Brokerage.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any brokers in connection with this transaction. To the extent permitted by law, either party guilty of a breach of this representation and warranty shall indemnify the other party for any claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty. These warranties shall survive the Closing.

14. **Notices.** All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; or (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express or UPS, addressed to such party at the address specified below; or (v) sent by email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Purchaser:

City of Columbia
1737 Main Street
Columbia, SC 29201
Attention: Missy Gentry
Email: Missy.Gentry@ColumbiaSC.gov

If to Seller:

Columbia Development Corporation
_____
_____
Email: cdccolumbiasc@gmail.com

15. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

16. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain primarily liable for the performance of its obligations hereunder.

17. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

18. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof, and Purchaser, at its sole option, may elect to terminate this Contract in whole or in part.

19. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser

and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract on the dates set forth below.

**IN THE PRESENCE OF:**

**PURCHASER**

City of Columbia

_____

By: _____
Its: _____

_____

APPROVED AS TO FORM
Legal Department City of Columbia, SC

Date signed by Purchaser: _____, 2021

**SELLER**

Columbia Development Corporation

_____

By: Fred Delk
Its: Executive Director

_____

River Vista, LLC

_____

By: Fred Delk
Its: President

_____

Date signed by Seller: December 14, 2021

# EXHIBIT "A"

# LEGAL DESCRIPTION

**RESOLUTION NO.: R-2021-133**

*Authorizing consumption of beer and wine only at 650 Candi Lane, Saluda Riverwalk Parking Area for the 22nd Annual Iceman Championships (kayak races) on Saturday, January 8, 2022*

WHEREAS, Bierkeller Columbia (hereinafter "Bierkeller" or "Organizer") is hosting the 22nd Annual Iceman Championships (kayak races) on Saturday, January 8, 2022, from 12:00 p.m. until 8:00 p.m.; and,

WHEREAS, the Organizer has requested permission for the temporary closing and use of the east portion of the parking lot overlooking Millrace Rapid to hold a mobile biergarten at the 22nd Annual Iceman Championships (kayak races) from 2:00 p.m. until 11:59 p.m. for preparation and staging of the area for an outdoor event to be held between 12:00 p.m. until 8:00 p.m., and for patrons to consume beer and wine beverages only on Saturday, January 8, 2022, from 3:30 p.m. until 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the parking lot area, overlooking Millrace Rapid regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Saturday, January 8, 2022, from 2:00 p.m. until 11:59 p.m. *See* Resolution No. 2021-099 (Sept. 7, 2021).

2. Organizer shall establish a boundary line around the event space, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.

3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.

4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.

5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.

6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.

7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

LEGAL DEPARTMENT DRAFT

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 3:30 p.m. until 6:30 p.m.

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

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2021, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 3:30 p.m. and 7:30 p.m. on January 8, 2022; and,

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

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

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

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

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

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets, including cats, dogs (except police K-9s), horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum that serves as the designated event area, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of the closed portion of courtyard/plaza area adjacent to the Museum, with the exception of any parking area and/or any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted

LEGAL DEPARTMENT DRAFT

only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

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

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

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

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

# CITY OF COLUMBIA
# APPLICATION FOR PARADE PERMIT

**Name of Person Seeking Permit** Scott Burgess **Date** November 2, 2021

**Address** 1221 Main St Ste 1100 Columbia SC 29201 **Phone** 803 338-1599

**Signature** [signature]

**Organization Asking for Permit** Bierkeller Columbia (provision of beer)

**Address** 1221 Main St Ste 1100 Columbia SC 29201 **Phone** 803 338-1599

**Name of Parade Chairman** Andy Grizzell (kayak race organizer)

**Address** 1111 Recreation Drive, Columbia, SC 29203 **Phone** 803 413-6780

**Date of Proposed Parade** Saturday, January 8, 2022 **Assembly Time** 12 noon

**Starting Time** noon **Termination Time** 8 pm

**Parade Route:**

**Assembly Area:** 650 Candi Lane: Saluda Riverwalk

**Starting Point:** 650 Candi Lane: Saluda Riverwalk

**Route:** spectators on boardwalk at Millrace Rapid; participants in kayak races may travel from Stacey's Ledge to the Botannical Garden Bridge on the Saluda River and will muster at the top of Millrace

**Termination Point:** 650 Candi Lane: Saluda Riverwalk

**Number Participating in Parade: Persons** 500

**Animals (describe)** well behave dogs on leash are welcome

**Vehicles (describe)** none

**Purpose of Parade** Celebrate Regional Whitewater Event

---

**PARADE PERMIT**

[ ] **Granted as applied for:**

[ ] **Granted as applied for with the following conditions (see attachment):**

[ ] **Denied - Reason:** _____

[ ] **Alternative Permit will be granted with the following conditions:** _____

**The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.**

**Written notice of acceptance of alternative permit must be received within three (3) days.**

**Date** _____

**Office of the Chief**
**Columbia, South Carolina**

44:00 REV

# CITY OF COLUMBIA POLICE DEPARTMENT
## 1 JUSTICE SQUARE
## COLUMBIA, SOUTH CAROLINA 29201
## (803) 545-3500
## SPECIAL DUTY REQUEST FORM

I, Scott Burgess/Bierkeller Columbia (Individual/Business), request the services of the City of Columbia Police Department to perform law enforcement duties at Saluda Riverwalk, 650 Candi Lane (Location for Assignment)

for the time period of 3:30pm to 6:30pm on Saturday January 8, 2022 (Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five ($35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personarn jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

---

**THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.**

| | |
|---|---|
| APPROVED: SPECIAL OPERATIONS MAJOR | SIGNATURE OF REQUESTOR |
| DATE | 11/8/21 DATE |
| PRINT NAME OF ASSIGNED OFFICER | 803 338-1599 CONTACT NUMBER OF REQUESTOR |
| CONTACT NUMBER | 248-51-0653 SOCIAL SECURITY NO. OF REQUESTOR |
| SIGNATURE OF OFFICER'S SUPERVISOR | 47-5576985 TAX I.D. NO. OF REQUESTOR (IF APPLICABLE) |

FORM 301:14 REV

# EVENT SUPPORT REQUEST

**This form must be submitted no later than 30 days prior to event. This form does not guarantee support of your event.**

Event Name: 22nd Annual Iceman Championships (Kayak Race)

Requested by: Karen Swank Kustafik & Andy Grizzell Telephone: _____

Event Location: Saluda Riverwalk Event Date: Saturday, January 8, 2022

Number of Participants: 500 Setup time: 8a Event start time: 12p Event end time: 8p

Event Description: Annual fundraiser for American Whitewater consisting of two kayak races- first is time trial through Millrace Rapid, second is mass race with swim to the finish. Award ceremony to follow in parking lot.

## Recreation Supervisor Staff Only:

Park Leader Print Name: KUSTAFIK Signature: KKustafik Date: 11/2/2021

Recreation Superintendent Signature: _____ Date: 11/2/21

**Equipment requested:** ***Example tables, chairs, stage, sound system, etc……***

| Item(s) Requested | Quantity at Park | Additional Quantity requested | Amount to be provided and comments: (To be filled out by Reservation Staff only): | |
|---|---|---|---|---|
| # Tables | 0 | 15 | | |
| # Chairs | 0 | 30 | | |
| Podium | | 1 | | |
| Mobile Stage | 0 | 1 | | |
| PA System on Stage | | 1 | | |
| 14 x 14 tent | | 2 | | |
| 20 x 20 tent | | 1 | | |
| Coolers with Ice | | 2 | | |

## Administration Staff only:

Raymond Williams: _____ Date: _____

Date returned to staff: _____

Comments: _____

**Requests submitted with less than 30 days' notice will be supported from readily available assets only. To be considered for set up of assets a map/layout, or diagrams must accompany this form.**

Facility Reservation Staff: _____ Date: _____

Revised 4/18

# City of Columbia Parks & Recreation Department
# Department Request for Facility Rental

**This form must be submitted no later than 30 days prior to event.**
**This form does not guarantee support of your event**

**Employee Information:**

Employee Name: Karen Swank Kustafik

Park Site: Three Rivers Greenway Phone Number:803 315-9275

**Event Information:**
Facility/site: Saluda Riverwalk, 650 Candi Lane Date of event: 1/8/2022

Type of event: 22nd Annual Iceman Kayak Races

Event set-up time:8a Event start time: 12p Event end time:8p Event take down time:8:30p

Estimated Attendance: 500

| | | |
|---|---|---|
| Will this event be advertised to the public? | Y_☒__ | N__☐_ |
| Will donations or selling of tickets/items be collected? | Y_☒__ | N__☐_ |
| Will you have amplified sound and/or music? | Y_☒__ | N_☐__ |
| Will there be alcoholic beverages at this event? | Y__☒_ | N__☐_Bierkeller Columbia service 3:30 to 7:30 |
| Will you need the mobile stage? | Y__☒ | N__☐_ |
| Will you need the sectional stage? | | N__☒ |
| Will you be requiring set up? | Y__☒_ | N_☐__ |

**You are required to setup; and clean np all facilities; if you are asking for set up assistance please submit your set up requirements at the time of this request for consideration:**
Please give general event description, describing any other equipment or materials: Annual kayak race series and afterparty to benefit American Whitewater and Columbia Parks and Recreation Foundation's Three Rivers Fund. Afternoon beer service by Bierkeller Columbia with a food truck. Raffle to benefit American Whitewater. Race timing by Strictly Running

**NOTE: City of Columbia Employee who reserve city facilities for an event are required to be present during the scheduled time of the event.**

| | | | |
|---|---|---|---|
| Designated Employee Signature | 11/2/2021 Today's Date | Senior Park Leader Signature | __/__/__2 Today's Date |
| Assistant Superintendent Signature | 11/2/2021 Today's Date | Superintendent Signature | 11/2/21 Today's Date |

**Facility Reservation Staff Only**

| | | |
|---|---|---|
| Facility Reservation Staff | Date Received | Date returned to staff |
| Raymond Williams – Crew Leader Lead | Date Received | |
| Deputy Director (if needed) | Date Received | |
| Director of Parks and Recreations (if needed) | 11/2/21 Date Received | |

**Fax Application to: 343-8744** **Revised: 11/2018**

# City of Columbia

## Bierkeller Area for Iceman Event

W E S

Tuesday, November 2, 2021

CITY OF COLUMBIA GIS DATA DISCLAIMER

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

We Are Columbia

| | |
|---|---|
| DATE OF REQUEST | November 3/2021 |
| ESTIMATED NUMBER OF ATTENDEES ANTICIPATED: | 50 |
| REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#) | Scott Burgess/ Bierkeller Columbia<br>bierkellercolumbia@gmail.com<br>803 338-1599 |
| EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser | 22nd Annual Iceman Championship (Kayak Race) |
| DATE(S) OF EVENTS: (multiple day can be on one request) | Saturday Jaunary 8, 2021 |
| RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City,without a new request. The time of event operation shall remain the same.) | n/a |
| LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street) | 650 Candi Lane: Saluda Riverwalk Parking Area |
| STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza) | East portion of parking lot overlooking Millrace Rapid |
| HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP | no closure necessary |
| HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)* | 12 pm -8pm |
| HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)* | 3:30p-7:30p |

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM****

Requests should be submitted by mail, e-mail or fax at least ***NINETY (90) days in advance of the event*** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov ), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

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

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PRHOHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 5/5/2021

8 November 2021

Dear City of Columbia,

Bierkeller Columbia seeks permission to hold a mobile biergarten at the 22nd annual Iceman Championships (Kayak Race) event at 650 Candi Lane / Saluda Riverwalk. This is a free event for citizens of Columbia, all over SC, and beyond. We are requesting no rain date as it's a rain or shine event, and unable to be rebooked.

Our updated safety plans are as follows:

• non-gated/non-timed entry and exit means no large crowds or lines form to access the festival.
• properly spaced seating area for a minimum of 8 ft per table.
• additional hand sanitizing stations

We appreciate the opportunity to serve at this popular event that draws visitors to our city from all over the Southeast.

Thanks for your assistance,

Scott Burgess
Owner, Bierkeller Columbia
803 338-1599
bierkellercolumbia@gmail.com

EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
**TRAFFIC ENGINEERING DIVISION**

**INTEROFFICE MEMORANDUM**

**TO:** Robert Anderson, Director of Public Works

**FROM:** Andrew K. Ritter, Assistant City Traffic Engineer AKR

**SUBJECT:** 3-Way Stop Request – Intersection of Whaley Street and Marion Street

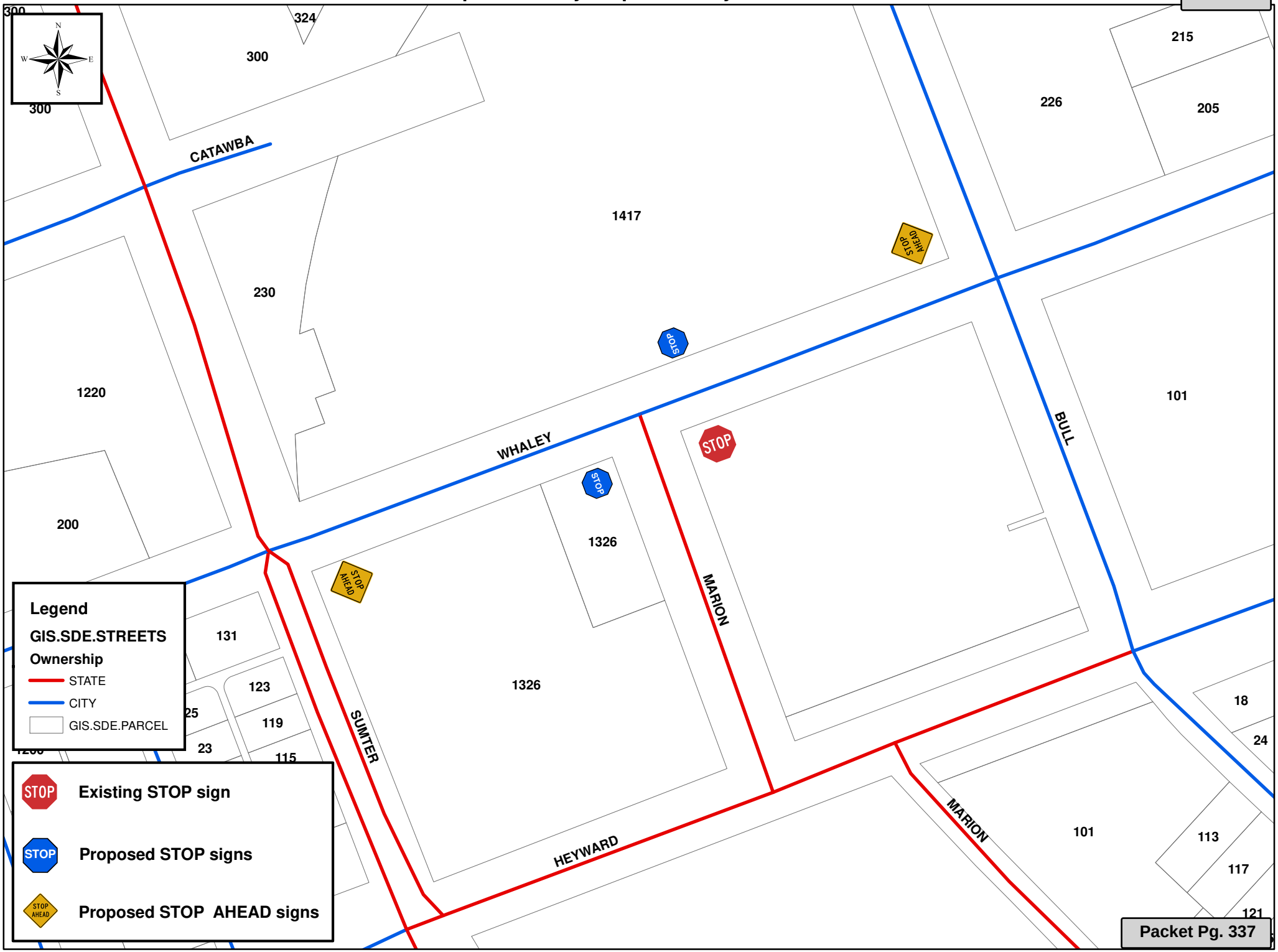
**DATE:** December 8, 2021

In response to a request from the Facilities Department at The University of South Carolina, a review of traffic conditions in the area of the subject intersection was conducted relative to the need for 3-way stop control.

Marion Street forms a t-intersection with Whaley Street. Marion Street operates under stop control and Whaley Street is free flow. Marion Street is owned and maintained by the state. This portion of Whaley Street is owned and maintained by the City of Columbia.

Based on our review, we have no objection to the installation of a 3-way stop as shown on the attached map. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed.

# Proposed 3-Way Stop @ Whaley & Marion St.



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
**TRAFFIC ENGINEERING DIVISION**

**INTEROFFICE MEMORANDUM**

**TO:** Robert Anderson, Director of Public Works

**FROM:** Andrew K. Ritter, City Traffic Engineer

**SUBJECT:** Traffic Calming – Grand Street

**DATE:** December 7, 2021

In response to a petition from residents in the area of the 4000-4300 blocks of Grand Street, traffic volume/speed surveys were conducted relative to the need for additional traffic control measures.

Grand Street is a two-lane, residential street, owned and maintained by the S.C. Department of Transportation (SCDOT). The speed limit is posted for 30 mph.

Residents have requested three speed humps as shown on the attached map to aid in controlling vehicle speeds in the area. Proposed locations for the associated warning signs are also shown. In addition, in conjunction with the speed humps, it would be necessary to reduce the speed limit to 25 mph in those respective blocks to comply with state regulations. The Police and Fire Departments have reviewed the proposed location. If City Council approves, please advise me, and we will proceed with obtaining SCDOT approval.

## Colonial Park Neighborhood Petition for Speed Limit Signs & Speed Humps

We, the undersigned, agree to the following:

- Lowering of posted speed limit signs along the 4000 - 4200 blocks of Grand Street and the 4300 block of Seaboard Avenue from 30 to 25 miles per hour
- Installation of speed humps and accompanying signage on Lorick Avenue and Grand Street as indicated on the attached map.

| Name (print) | Address | Signature |
|---|---|---|
| Velma C Hughes | 4117 Grand St | Velma C. Hughes |
| Sharon Salley | 20 Broadmore St. | Sharon Salley |
| King B. L. Jeffcoat | 4101 Grand St | King B. L. Jeffcoat |
| James R. Walker | 4100 Grand St. | James R. Walker |
| Henry T. Hopkins | #1 Broadmore St. | Henry T. Hopkins |
| Willie Mae Belton | 2 Broadmore St. | Willie Mae Belton |
| Lillie J. James | 4122 Grand St | Lillie J. James |
| Malachi James | 4122 Grand St | Malachi James |
| ARCHIE MACK | 7 Grand Ct. | Archie Mack |
| Thomas Johnson | 6 Grand Ct | Thomas Johnson |
| Pamela Johnson | 6 Grand Ct | Pamela Johnson |
| Sheila Kelsie | 4312 Grand St | Sheila Kelsie |
| Olivia W. Lawson | 4208 Grand St. | Olivia W. Lawson |
| DONALD MARTIN | 4214 Grand St | Donald Martin |
| Essie Perkins | 31 Broadmore St. | Essie Perkins |
| Addie Penckney | 4219-P Grand St | Addie Penckney |
| Phillip Johnson | 4031 Grand St. | Phillip Johnson |
| Vickie Pratt | 4116 Grand St | Vickie Pratt |
| Valda P. Harrison | 4109 Grand St | Valda P Harrison |
| | | |

## Ritter, Andrew K

**From:** Anderson, Robert A
**Sent:** Wednesday, December 1, 2021 10:34 AM
**To:** Ritter, Andrew K
**Subject:** FW: [EXTERNAL] Fwd: Colonial Park Speed Control Petition-Approval from 4030 Grand St.

4030 agreement

---

**From:** amackjr@aol.com [mailto:amackjr@aol.com]
**Sent:** Wednesday, November 24, 2021 4:52 PM
**To:** Anderson, Robert A <Robert.Anderson@columbiasc.gov>
**Subject:** [EXTERNAL] Fwd: Colonial Park Speed Control Petition-Approval from 4030 Grand St.

**CAUTION:** This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Mr. Anderson,

Here is the requested signature from the property owner. Please scroll down to the original email sent. See inserted her name in black.

Thanks,
Archie Mack
VP, Colonial Park Neighborhood Association

---------- Forwarded message ---------
From: **Katrina Kennedy** <kennedykatrina123.kk@gmail.com>
Date: Fri, Oct 29, 2021 at 3:10 PM
Subject: Re: Colonial Park Speed Control Petition
To: <amackjr@aol.com>

On Tue, Oct 26, 2021 at 2:18 AM <amackjr@aol.com> wrote:

> Trina,
>
> Attached please find the petition for your review. If you agree to join the neighborhood in this effort to install speed humps and lower the speed limit, please just reply with the confirming statement (you can cut and paste if you want):
>
> I agree with the Colonial Park neighborhood initiative for speed control as specified in the attached petition. I hereby give my support to the initiative and add my name to the petition.
> Katrina Kennedy
>
> Your name
> 4030 Grand Street
> Columbia, SC 29203

Let me know if questions/concerns.

Thanks,
Archie

# Grand St. Speed Humps Map

1518
1751
1300
4335
4321
4312
4319
4312
4311
4312
4307
4300
4305
4224
4233
4222
4229
4214
4225
4214
4215
4208
4200
4207
4609
2209
4101
2209
2212
4218
4214
2212
2213
208
4112
2212
4100
4101
15
4
6
4030
4116
4100
4123
4117
4109
4101
4031
37
43
44
38
32
26
20
14
8
2
1
7
15
21
31
4001
1907
1915
1921
1927
4001
1907
1921
1921
2000
3906
2012
2018
3900
3911
3940
3938
2200
30
10
CROMER
HURST
KISTLER
BROADMORE
GRAND
COLONIAL
LORICK
HYDRICK
CHARRELLE

## Legend

**Streets**

**Ownership**

- CITY
- STATE
- Tax Parcel